

TURNBULL CREEK
Community Development District

May 17, 2022

AGENDA

Turnbull Creek Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

District Website: www.turnbullcreekcdd.com

May 12, 2022

Board of Supervisors
Turnbull Creek Community Development District

Dear Board Members:

The Turnbull Creek Community Development District Board of Supervisors Meeting is scheduled for **Tuesday, May 17, 2022 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: Trimac*)
 1. Inspection Checklist
 - B. Engineer (*Presenter: JMT*)
- IV. Update Regarding Pond Bank Repairs
- V. Update Regarding Stormwater System 20-Year Analysis Report
- VI. Update Regarding Encroachment Matters
- VII. Consideration of Resolution 2022-06, Approving the Proposed Budget for Fiscal Year 2023 and Setting a Public Hearing Date for Adoption
- VIII. Consideration of Agreement with Rizzetta for District Management Services
- IX. Discussion of Parking and Recreational Leagues

- X. Discussion of Out of Service Elliptical Machine
- XI. Staff Reports (Part 2)
 - A. Attorney (*Presenter: Jennifer Kilinski*)
 - 1. Fee Letter
 - B. Manager (*Presenter: James Oliver*)
 - 1. Report on the Number of Registered Voters (2,130)
 - C. Operation Manager – (*Presenter: James Schieszer*)
 - 1. Memorandum
 - 2. Trimac Proposal for Bales of Pine Straw
 - 3. Trimac Proposal for Tree Trimming
 - D. Amenity Center Update (*Presenter: Erick Hutchinson*)
- XII. Supervisor's Requests and Public Comments
- XIII. Approval of Consent Agenda (*Presenter: James Oliver*)
 - A. Approval of Minutes of the March 8, 2022 Meeting and April 12, 2022 Special Meeting
 - B. Balance Sheet as of March 31, 2022 and Statement of Revenues & Expenditures for the Period Ending March 31, 2022; Month-to-Month Income Statement; Assessment Receipt Schedule
 - C. Approval of Check Register
- XIV. Adjournment (*Next Scheduled Meeting – June 14, 2022 @ 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,
James Oliver
District Manager

THIRD ORDER OF BUSINESS

A.

1.



Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 03/14/2022 - 03/18/2022
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week	Comments	
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	X	SPOT MOW ALL AREA ON SECTION 1
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6,7, 8, 9, 15 & 16	X	SPOT MOWED ALL THE AREA AND LAKES ON SECTION 2
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	X	MOWED LAKE 5 AND PESCARA FIELDS
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,		CLEAN UP BERMS O SECTION 5 BY CASCADIA ST
Friday - Outer berms off od SR16 & Pacetti Rd		
1.2 String Trimming	Comments	
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
1.3 Edging	Comments	
All hardscape and paved trails at each mowing cycle	X	
1.4 Blowing	Comments	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control	Comments	
Weeding of plant beds, all natural areas and berms	X	
Pre & Post emergents applied at appropriate times		
1.6 Pruning	Comments	
Shrubs,vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	X	
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shalll be done one time per year (June-July)		
1.7 Berms	Comments	
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	X	
Weeds to be removed / treated year round as needed		
2.0 Pesticide Application		
2.1 Turf Pest Control	Comments	
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice grannular insecticide blanket appplication for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed		

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 4/4/2022 - 4/8/2022
1.0 Maintenance	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> <div>Page 1 of 2</div> </div>	
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week	Comments	
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	<input checked="" type="checkbox"/>	Spot mowed by the Amenity center, spray beds weed on the berm along the Pacetti Rd
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6,7, 8, 9, 15 & 16	<input checked="" type="checkbox"/>	Spot mowed Verona , sprayed weeds on the berms along the SR 16 Rd
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	<input checked="" type="checkbox"/>	Spot mowed all the area and trimming the cord grass by Pescara entrance
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	<input checked="" type="checkbox"/>	Spot mowed Rugusa Filed and start trimming Cord Grass along the Positano Ave.
Friday - Outer berms off od SR16 & Pacetti Rd	<input checked="" type="checkbox"/>	Touch up some areas as needed attention
1.2 String Trimming	Comments	
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	<input checked="" type="checkbox"/>	
1.3 Edging	Comments	
All hardscape and paved trails at each mowing cycle	<input checked="" type="checkbox"/>	
1.4 Blowing	Comments	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	<input checked="" type="checkbox"/>	
1.5 Weed Control	Comments	
Weeding of plant beds, all natural areas and berms	<input checked="" type="checkbox"/>	
Pre & Post emergents applied at appropriate times	<input checked="" type="checkbox"/>	
1.6 Pruning	Comments	
Shrubs,vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	<input checked="" type="checkbox"/>	
Trees (crape Myrtles) shall be pruned when dormant (winter)	<input checked="" type="checkbox"/>	
Palms trimming shalll be done one time per year (June-July)	<input checked="" type="checkbox"/>	
1.7 Berms	Comments	
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	<input checked="" type="checkbox"/>	Grass trimmer by Positano Ave
Weeds to be removed / treated year round as needed	<input checked="" type="checkbox"/>	
2.0 Pesticide Application	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> </div>	
2.1 Turf Pest Control	Comments	
Turf inspected weekly and spot treated (As Needed)	<input checked="" type="checkbox"/>	
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	<input checked="" type="checkbox"/>	We treated turfweeds on the Lakes
Top Choice grannular insecticide blanket appplication for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses	<input checked="" type="checkbox"/>	
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	<input checked="" type="checkbox"/>	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 4/11/2022 - 4/15/2022
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	<input checked="" type="checkbox"/>	Mowed Soccer field, berms along Pacetti Rd, Amenity center and Ponds
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	<input checked="" type="checkbox"/>	Mowed all the grass areas by Verona way, Park & SR 16, Ponds on this section
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	<input checked="" type="checkbox"/>	Mowed all Pesara Fieds and Playground areas and Ponds 1 thru 5
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	<input checked="" type="checkbox"/>	Mowed Rugusa Field and Ponds 11 thru 14
Friday - Outer berms off od SR16 & Pacetti Rd	<input checked="" type="checkbox"/>	Detail by the Pescara entrance
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	<input checked="" type="checkbox"/>	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	<input checked="" type="checkbox"/>	
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	<input checked="" type="checkbox"/>	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms	<input checked="" type="checkbox"/>	
Pre & Post emergents applied at appropriate times		
1.6 Pruning		Comments
Shrubs, vines and orimantal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	<input checked="" type="checkbox"/>	
Trees (crape Myrtles) shall be pruned when dormant (winter)	<input checked="" type="checkbox"/>	
Palms trimming shalll be done one time per year (June-July)	<input checked="" type="checkbox"/>	
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	<input checked="" type="checkbox"/>	
Weeds to be removed / treated year round as needed	<input checked="" type="checkbox"/>	
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)	<input checked="" type="checkbox"/>	
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	<input checked="" type="checkbox"/>	
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses	<input checked="" type="checkbox"/>	
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	<input checked="" type="checkbox"/>	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 4/18/2022 - 4/22/2022
1.0 Maintenance		
Non-Growing Season Only (November 1 - March 31st)		Page 1 of 2
1.1 Mowing (by Friday of each week) 3 days / week		
All Turf & Pond Areas		Comments
Note below all areas or ponds not mowed per schedule with reason		
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	X	Our primary focus was on detail and trimming cord grass
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	X	Sprayed bed weeds on Messina drive , detailing berms on From Park to Messina Drive
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5		Spot Mowed Playground , sprayed weeds , and mowed ponds 1 thru 5
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	X	Mowed ponds 11, 12, 13 , 14 , Clean up Outer Berms by Pescara Entrance
Friday - Outer berms off od SR16 & Pacetti Rd	X	Trimming grass by SR 16 Entrance
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	X	
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms	X	
Pre & Post emergents applied at appropriate times	X	
1.6 Pruning		Comments
Shrubs,vines and orimantal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	X	
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shall be done one time per year (June-July)		
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	X	
Weeds to be removed / treated year round as needed		
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice grannular insecticide blanket appplication for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed		

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

We install annuals flowers by the Amenity center ,
San Giacomo entrance, Terracina entrance & San Marino Sign

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 4/25/2022 - 4/29/2022
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	X	Mowed Berms along Pacetti Rd, Clubhouse area & Positano Ave
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	X	Mowed All the area on this section included Ponds 6,7,8,9,15,16
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	X	Mowed Pescara Fields, Playground areas & Ponds 1 thru 5 String trimmer on Borders lakes
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	X	Mowed Rugusa Fileds and Ponds 11,12,13 ,14 We left pond 12 due to the construction nearby
Friday - Outer berms off od SR16 & Pacetti Rd	X	Finish mowed Soccer field & clean up berms by Porta Rosa Cir
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	X	
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms	X	
Pre & Post emergents applied at appropriate times		
1.6 Pruning		Comments
Shrubs,vines and orimantal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.		
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shall be done one time per year (June-July)		
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	X	
Weeds to be removed / treated year round as needed		
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice grannular insecticide blanket appplication for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed		

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Turnbull Creek Treat Sheet**Date:** 3-1-22**Weather:** Sunny**Winds:** 0-10 MPH**MuraBella**

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	No	None
2	Algae	Yes	Copper Sulfate
3	None	Yes	None
4	None	Yes	None
5	Torpedo Grass, Alligator Weed, Pennywort	Yes	Roundup Custom, Triclopyr
6	None	Yes	None
7	Torpedo Grass, Alligator Weed, Pennywort	Yes	Roundup Custom, Triclopyr
8	None	Yes	None
9	None	Yes	None
10	None	Yes	None
11	None	No	None (Bank Work)
12	None	Yes	None
13	None	No	None (Access very wet)
14	None	Yes	None

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	Aquashade
2	None	Yes	Aquashade

Pescara

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	No	None
2	None	Yes	None
3	None	No	None
4	None	No	None
5	None	Yes	None

Comments: Water levels still low in Pescara. Water is high in two ponds in San Marino.

SEVENTH ORDER OF BUSINESS

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Turnbull Creek Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE:	August 9, 2022
HOUR:	6:30 p.m.
LOCATION:	Murabella Amenity Center 101 Positano Avenue St. Augustine, Florida 32092

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

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

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

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

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

PASSED AND ADOPTED THIS 17TH DAY OF MAY, 2022.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Turnbull Creek Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," 475 West Town Place, Suite 114, St. Augustine, FL 32092, which may change from time to time. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments

pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: August 10, 2021

HOUR: 6:30 P.M.

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

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

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in St. Johns County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 17TH DAY OF MAY, 2022.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Turnbull Creek

Community Development District



Proposed Budget
Fiscal Year 2023
May 17, 2022



Turnbull Creek
Community Development District

TABLE OF CONTENTS

General Fund

<i>Summary of Revenues and Expenditures</i>	<i>Page 1-2</i>
<i>Narrative - Administrative and Maintenance</i>	<i>Page 3-10</i>

Debt Service Fund Budget

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

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

Description	Adopted Budget FY 2022	Actual 3/31/22	Next 6 Months	Projected 9/30/22	Proposed Budget FY 2023
<u>Revenues</u>					
Maintenance Assessments	\$1,207,047	\$1,161,573	\$45,446	\$1,207,019	\$1,294,978
Interest/Miscellaneous	\$2,000	\$3,575	\$400	\$3,975	\$2,000
Amenities Revenue	\$3,000	\$4,809	\$2,000	\$6,809	\$3,000
Carry Forward Surplus	\$99,413	\$0	\$23,510	\$23,510	\$0
HOA Contribution	\$0	\$0	\$9,000	\$9,000	\$0
Total Revenues	\$1,311,461	\$1,169,958	\$80,356	\$1,250,314	\$1,299,978

Expenditures

Administrative

Supervisor Fees	\$6,400	\$2,400	\$3,200	\$5,600	\$7,000
FICA Expense	\$490	\$184	\$245	\$428	\$536
Engineering (JMT)	\$16,000	\$9,845	\$14,000	\$23,845	\$25,000
Arbitrage (Grau)	\$2,400	\$0	\$3,000	\$3,000	\$3,000
Dissemination (Rizzetta)	\$2,850	\$1,000	\$1,300	\$2,300	\$1,000
Trustee (US Bank)	\$14,620	\$3,631	\$10,259	\$13,890	\$14,620
Attorney (KE Law)	\$47,000	\$24,758	\$22,242	\$47,000	\$47,000
Tax Roll Assessments (Rizzetta)	\$5,000	\$5,000	\$0	\$5,000	\$4,800
Annual Audit (BTEGF)	\$3,745	\$0	\$3,745	\$3,745	\$3,745
Management Fees (Rizzetta)	\$45,000	\$22,500	\$21,833	\$44,333	\$43,000
Information Technology (Rizzetta)	\$1,800	\$900	\$700	\$1,600	\$1,200
Telephone	\$1,000	\$231	\$300	\$531	\$1,000
Postage	\$800	\$456	\$491	\$947	\$1,000
Printing	\$1,800	\$162	\$1,285	\$1,447	\$1,800
Insurance (FIA)	\$9,488	\$8,927	\$0	\$8,927	\$10,713
Legal Advertising	\$2,000	\$0	\$1,000	\$1,000	\$2,000
Other Current Charges	\$1,000	\$392	\$408	\$800	\$1,000
Office Supplies	\$170	\$10	\$50	\$60	\$170
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Website Maintenance (Rizzetta)	\$1,200	\$600	\$200	\$800	\$0
Total Administrative Expenses	\$162,938	\$81,171	\$84,258	\$165,429	\$168,759

Amenity Center

Insurance (FIA)	\$25,421	\$14,994	\$0	\$14,994	\$28,705
Pest Control (Turner Pest Control)	\$3,123	\$1,195	\$1,677	\$2,871	\$3,123
Repairs & Replacements	\$36,000	\$25,790	\$21,010	\$46,800	\$48,000
Recreational Passes	\$800	\$245	\$555	\$800	\$800
Office Supplies	\$1,800	\$445	\$1,355	\$1,800	\$1,800
Other Current Charges	\$540	\$270	\$270	\$540	\$540
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$2,000	\$1,739	\$350	\$2,089	\$2,100

Utilities

Water & Sewer (STCUD)	\$12,000	\$3,950	\$7,484	\$11,434	\$13,080
Electric (FPL)	\$36,000	\$15,509	\$18,600	\$34,109	\$39,240
Telephone/Cable/Internet (Comcast)	\$3,800	\$1,995	\$1,890	\$3,885	\$4,079

Turnbull Creek Community Development District
General Fund - Budget

Description	Adopted Budget FY 2022	Actual 3/31/22	Next 6 Months	Projected 9/30/22	Proposed Budget FY 2023
<i>Management Contracts</i>					
<i>Lifeguards/Pool Monitors (RMS)</i>	\$33,312	\$2,134	\$23,686	\$25,820	\$38,975
<i>Facility Monitor (RMS)</i>	\$25,581	\$11,089	\$14,492	\$25,581	\$27,627
<i>Facility Management (RMS)</i>	\$64,481	\$32,241	\$32,241	\$64,481	\$68,608
<i>Facility Attendants (RMS)</i>	\$17,124	\$5,714	\$11,410	\$17,124	\$18,494
<i>Field Operations (RMS)</i>	\$54,184	\$27,092	\$27,092	\$54,184	\$57,652
<i>Facility Maintenance (RMS)</i>	\$51,796	\$25,898	\$25,898	\$51,796	\$55,111
<i>Pool Maintenance (RMS)</i>	\$14,317	\$6,950	\$6,950	\$13,900	\$15,233
<i>Pool Chemicals (PoolSure)</i>	\$13,524	\$5,423	\$9,129	\$14,552	\$17,463
<i>Janitorial Services (RMS)</i>	\$9,064	\$4,400	\$4,400	\$8,800	\$9,644
<i>Common Area Waste Collection (RMS)</i>	\$19,344	\$9,672	\$9,672	\$19,344	\$20,582
<i>Program Director (RMS)</i>	\$2,722	\$1,361	\$1,361	\$2,722	\$2,896
<i>Refuse Service (Waste Management)</i>	\$11,424	\$5,513	\$5,712	\$11,225	\$11,900
<i>Security (Alpha Dog and Envera)</i>	\$6,409	\$6,304	\$3,138	\$9,442	\$7,755
<i>Special Events</i>	\$9,000	\$15,840	\$6,800	\$22,640	\$20,000
<i>Holiday Decorations</i>	\$6,772	\$2,580	\$4,192	\$6,772	\$6,772
<i>Pressure Washing</i>	\$2,700	\$950	\$1,600	\$2,550	\$2,700
Total Amenity Center Expenses	\$463,239	\$229,293	\$240,963	\$470,256	\$522,879
<i>Grounds Maintenance</i>					
<i>Streetlighting (FPL)</i>	\$40,500	\$19,612	\$20,115	\$39,727	\$42,111
<i>Lake Maintenance (Future Horizons)</i>	\$14,100	\$6,122	\$7,346	\$13,468	\$16,500
<i>Landscape Maintenance (Trimac)</i>	\$350,698	\$140,724	\$140,724	\$281,448	\$289,884
<i>Landscape Contingency</i>	\$28,000	\$14,572	\$13,428	\$28,000	\$28,000
<i>Irrigation Repairs</i>	\$6,000	\$1,555	\$4,445	\$6,000	\$6,000
Total Grounds Maintenance Expenses	\$439,298	\$182,584	\$186,058	\$368,643	\$382,495
<i>Reserves</i>					
<i>Capital Reserves</i>	\$245,986	\$0	\$245,986	\$245,986	\$225,845
Total Reserve Expenses	\$245,986	\$0	\$245,986	\$245,986	\$225,845
TOTAL EXPENDITURES	\$1,311,461	\$493,049	\$757,265	\$1,250,314	\$1,299,978
EXCESS REVENUES / (EXPENDITURES)	\$0	\$676,910	-\$676,910	\$0	\$0

	FY 2022	FY 2023	
<i>Net Assessments</i>	\$ 1,207,047	\$ 1,294,978	
<i>Add: Discounts & Collections</i>	\$ 77,010	\$ 82,620	
<i>Gross Assessments</i>	\$ 1,284,057	\$ 1,377,597	
<i>Lots:</i>			
<i>Phase I Lots</i>	740	740	
<i>Phase II Lots</i>	219	219	Increase
<i>Total Lots</i>	959	959	7.3%
<i>Per Lot Assessment</i>	\$ 1,338.96	\$ 1,436.50	\$ 97.54

Turnbull Creek Community Development District
General Fund - Budget

Description	Adopted Budget FY 2022	Actual 3/31/22	Next 6 Months	Projected 9/30/22	Proposed Budget FY 2023
<i>Management Contracts</i>					
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TOTAL EXPENDITURES	\$1,311,461	\$493,049	\$757,265	\$1,250,314	\$1,299,978
EXCESS REVENUES / (EXPENDITURES)	\$0	\$676,910	-\$676,910	\$0	\$0

	FY 2022	FY 2023	
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<i>Add: Discounts & Collections</i>	\$ 77,010	\$ 82,620	
<i>Gross Assessments</i>	\$ 1,284,057	\$ 1,377,597	
<i>Lots:</i>			
<i>Phase I Lots</i>	740	740	
<i>Phase II Lots</i>	219	219	Increase
<i>Total Lots</i>	959	959	7.3%
<i>Per Lot Assessment</i>	\$ 1,338.96	\$ 1,436.50	\$ 97.54

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2023

REVENUES:

Maintenance Assessments

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

Interest Income

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

Miscellaneous

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

Amenities Revenues

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

EXPENDITURES:

Administrative:

Supervisor Fees

Florida Statutes allow each board member to receive \$200 per meeting not to exceed \$4,800 in one year. The amount for the fiscal year is based upon five supervisors attending an estimated 7 annual meetings.

FICA Expense

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

Engineering

The District's engineering firm, Johnson, Mirmiran & Thompson Inc (JMT), provides general engineering services to the District, including attendance and preparation for board meetings, review invoices, etc.

Arbitrage

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

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2023

Dissemination Agent

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

Trustee

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

Attorney

The District's legal counsel, KE Law Group PLLC, will provide general legal services to the District, i.e. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc.

Tax Roll Assessments

Rizzetta & Company serves as the District's collection agent and certifies the District's non-ad valorem assessments with the county tax collector and maintain the District's Lien Book.

Annual Audit

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

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Rizzetta & Company.

Information Technology

The cost related to District's accounting and information systems, District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements. Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine

Postage

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

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2023

Printing

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

Insurance (General Liability)

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

Amenity Center:

Insurance (Property)

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

Pest Control

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

Repair & Replacements

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

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2023

Recreational Passes

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

Office Supplies

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

Other Current Charges

Any unanticipated cost to the Amenity Center.

Permit Fees/Licenses

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

Water & Sewer

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

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual</u>
515577-114371	101 W Positano Ave - Water	\$ 300	\$ 3,600
532445-124596	123 E Franchetta Dr - Water	\$ 35	\$ 420
532445-124406	4106 Messina Dr - Water	\$ 38	\$ 456
532445-124405	168 Toscana Ln	\$ 15	\$ 180
515577-114371	101 W Positano Ave - Sewer	\$ 300	\$ 3,600
532445-124596	123 E Franchetta Dr - Sewer	\$ 42	\$ 504
	Contingency	\$ 360	\$ 4,320
	Total	\$ 1,090	\$ 13,080

Electric

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

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual Amount</u>
9623601409	100 Terrancina Dr # Light	\$ 40	\$ 480
9561370132	100 W Positano Ave	\$ 40	\$ 480
5841524282	111 W Positano Ave # Kiosk	\$ 30	\$ 360
8189715355	168 Toscana Lane	\$ 88	\$ 1,056
2781798307	5085 State Road 16 # Light	\$ 70	\$ 840
5191830404	5335 San Giaconio	\$ 18	\$ 216
6555783429	5335 State Rd 16 #1	\$ 40	\$ 480
5907098254	90 E Franchetta Ln # Light	\$ 15	\$ 180
2722888282	101 W Positano Ave	\$ 1,900	\$ 22,800
6889119035	101 W Positano Ave #1	\$ 390	\$ 4,680
	Contingency	\$ 639	\$ 7,668
	Total	\$ 3,270	\$ 39,240

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2023

Telephone/Cable/Internet

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Comcast	340	4,079

Lifeguards/Pool Monitors

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	3,248	38,975

Facility Monitor

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	2,302	27,627

Facility Management

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	5,717	68,608

Facility Attendants

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	1,541	18,494

Field Operations

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	4,804	57,652

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2023

Facility Maintenance

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	4,593	55,111

Pool Maintenance

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	1,269	15,233

Pool Chemicals

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Poolsure 6 months	928	5,570
Poolsure 6 months	1,522	9,129
Contingency	230	2,764
	2,680	17,463

Janitorial Services

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	804	9,644

Common Area Waste Collection

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	\$1,715	\$20,582

Program Director

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
RMS	\$241	\$2,896

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2023

Refuse Service

Garbage disposal service is with Waste Management.

Contract	Monthly	Annual
Advance Disposal	992	11,900

Security

The District has contracted with Hidden Eyes DBA Envera for security monitoring for the Amenity Center billed quarterly and Alpha Dog for Cloud Access control monthly services.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Envera	493	5,916
Alpha Dog	30	360
	646	7,755

Special Events

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

Holiday Decorations

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

Pressure Washing

Cost to pressure clean amenity building and grounds.

Ground Maintenance:

Streetlighting

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

<u>Account Number</u>	<u>Description</u>	<u>Monthly</u>	<u>Annual Amount</u>
2298893591	W Bonaventure Way	\$ 3,200	\$ 38,400
4217317033	Verona Way	\$ 90	\$ 1,080
	Contingency	\$ 219	\$ 2,631
	Total	\$ 3,509	\$ 42,111

Lake Maintenance

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

Turnbull Creek
Community Development District
GENERAL FUND BUDGET
Fiscal Year 2023

Contract	Monthly	Annual Amount
Future Horizons	\$ 1,375	\$ 16,500

Landscape Maintenance

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

<u>Contract</u>	<u>Monthly</u>	<u>Annual Amount</u>
Trimac	\$ 24,157	\$ 289,884

Landscape Contingency

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

Irrigation Repairs

Any miscellaneous irrigation repairs and maintenance incurred by the District.

Capital Reserves

Future funding needed for the upkeep of Turnbull Creek infrastructure.

Turnbull Creek

Community Development District

Debt Service Fund

Series 2015 A1 and A2

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual 3/31/22</i>	<i>Next 6 Months</i>	<i>Projected 9/30/22</i>	<i>Proposed Budget FY 2023</i>
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Revenues

<i>Carry Forward Surplus (1)</i>	\$229,349	\$238,646	\$0	\$238,646	\$225,949
<i>Interest Income</i>	\$250	\$92	\$174	\$266	\$250
<i>Assessments</i>	\$985,875	\$948,755	\$37,119	\$985,875	\$985,875
<i>Prepayments A1</i>	\$0	\$19,922	\$0	\$19,922	\$0
<i>Prepayments A2</i>	\$0	\$5,096	\$0	\$5,096	\$0

<i>Total Revenues</i>	\$1,215,474	\$1,212,511	\$37,293	\$1,249,804	\$1,212,074
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Expenditures

Series 2015 A-1

<i>Interest 11/1</i>	\$165,978	\$165,978	\$0	\$165,978	\$158,556
<i>Interest 5/1</i>	\$165,978	\$0	\$165,978	\$165,978	\$158,556
<i>Principal 5/1</i>	\$445,000	\$0	\$445,000	\$445,000	\$460,000
<i>Special Call 5/1</i>	\$0	\$0	\$20,000	\$20,000	\$0

Series 2015 A-2

<i>Interest 11/1</i>	\$48,450	\$48,450	\$0	\$48,450	\$45,363
<i>Interest 5/1</i>	\$48,450	\$0	\$48,450	\$48,450	\$45,363
<i>Principal 5/1</i>	\$105,000	\$0	\$105,000	\$105,000	\$110,000
<i>Special Call 5/1</i>	\$0	\$0	\$25,000	\$25,000	\$0

<i>Total Expenditures</i>	\$978,855	\$214,428	\$809,428	\$1,023,855	\$977,836
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<i>EXCESS REVENUES / (EXPENDITURES)</i>	\$236,619	\$998,083	-\$772,134	\$225,949	\$234,238
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(1) Net of Debt Service Reserve Funds

Debt Service for 11/01/2022

<i>Interest</i>	\$150,736
<i>Interest</i>	\$42,750
<i>Total</i>	\$193,486

<i>Net Assessments</i>	\$985,875
<i>Add: Disc. and Collections (6%)</i>	\$62,899
<i>Gross Assessments</i>	\$1,048,774
<i>Units</i>	740

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

DATE		BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$	7,675,000.00		-	\$ 158,555.63	\$ 158,555.63
05/01/23	\$	7,675,000.00	3.400%	\$ 460,000.00	\$ 158,555.63	-
11/01/23	\$	7,215,000.00		-	\$ 150,735.63	\$ 769,291.26
05/01/24	\$	7,215,000.00	3.650%	\$ 475,000.00	\$ 150,735.63	-
11/01/24	\$	6,740,000.00		-	\$ 142,066.88	\$ 767,802.51
05/01/25	\$	6,740,000.00	3.750%	\$ 495,000.00	\$ 142,066.88	
11/01/25	\$	6,245,000.00		-	\$ 132,785.63	\$ 769,852.51
05/01/26	\$	6,245,000.00	3.800%	\$ 515,000.00	\$ 132,785.63	
11/01/26	\$	5,730,000.00		-	\$ 122,871.88	\$ 770,657.51
05/01/27	\$	5,730,000.00	4.000%	\$ 525,000.00	\$ 122,871.88	
11/01/27	\$	5,205,000.00		-	\$ 112,371.86	\$ 760,243.74
05/01/28	\$	5,205,000.00	4.250%	\$ 560,000.00	\$ 112,371.86	
11/01/28	\$	4,645,000.00		-	\$ 100,471.88	\$ 772,843.74
05/01/29	\$	4,645,000.00	4.250%	\$ 580,000.00	\$ 100,471.88	
11/01/29	\$	4,065,000.00		-	\$ 88,146.88	\$ 768,618.76
05/01/30	\$	4,065,000.00	4.250%	\$ 605,000.00	\$ 88,146.88	
11/01/30	\$	3,460,000.00		-	\$ 75,290.63	\$ 768,437.51
05/01/31	\$	3,460,000.00	4.250%	\$ 635,000.00	\$ 75,290.63	-
11/01/31	\$	2,825,000.00		-	\$ 61,796.88	\$ 772,087.51
05/01/32	\$	2,825,000.00	4.375%	\$ 660,000.00	\$ 61,796.88	-
11/01/32	\$	2,165,000.00		-	\$ 47,359.38	\$ 769,156.26
05/01/33	\$	2,165,000.00	4.375%	\$ 690,000.00	\$ 47,359.38	-
11/01/33	\$	1,475,000.00		-	\$ 32,265.63	\$ 769,625.01
05/01/34	\$	1,475,000.00	4.375%	\$ 720,000.00	\$ 32,265.63	-
11/01/34	\$	755,000.00		-	\$ 16,515.63	\$ 768,781.26
05/01/35	\$	755,000.00	4.375%	\$ 755,000.00	\$ 16,515.63	-
11/01/35	\$	-		-		\$ 771,515.63
				\$ 7,675,000.00	\$ 2,482,468.84	\$ 10,157,468.84

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

DATE		BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$	1,910,000.00		- \$	45,362.50	\$ 45,362.50
05/01/23	\$	1,910,000.00	4.750%	\$ 110,000.00	\$ 45,362.50	-
11/01/23	\$	1,800,000.00		- \$	42,750.00	\$ 198,112.50
05/01/24	\$	1,800,000.00	4.750%	\$ 115,000.00	\$ 42,750.00	-
11/01/24	\$	1,685,000.00		- \$	40,018.75	\$ 197,768.75
05/01/25	\$	1,685,000.00	4.750%	\$ 120,000.00	\$ 40,018.75	-
11/01/25	\$	1,565,000.00		- \$	37,168.75	\$ 197,187.50
05/01/26	\$	1,565,000.00	4.750%	\$ 125,000.00	\$ 37,168.75	-
11/01/26	\$	1,440,000.00		- \$	34,200.00	\$ 196,368.75
05/01/27	\$	1,440,000.00	4.750%	\$ 130,000.00	\$ 34,200.00	-
11/01/27	\$	1,310,000.00		- \$	31,112.50	\$ 195,312.50
05/01/28	\$	1,310,000.00	4.750%	\$ 140,000.00	\$ 31,112.50	-
11/01/28	\$	1,170,000.00		- \$	27,787.50	\$ 198,900.00
05/01/29	\$	1,170,000.00	4.750%	\$ 145,000.00	\$ 27,787.50	-
11/01/29	\$	1,025,000.00		- \$	24,343.75	\$ 197,131.25
05/01/30	\$	1,025,000.00	4.750%	\$ 150,000.00	\$ 24,343.75	-
11/01/30	\$	875,000.00		- \$	20,781.25	\$ 195,125.00
05/01/31	\$	875,000.00	4.750%	\$ 160,000.00	\$ 20,781.25	-
11/01/31	\$	715,000.00		- \$	16,981.25	\$ 197,762.50
05/01/32	\$	715,000.00	4.750%	\$ 165,000.00	\$ 16,981.25	-
11/01/32	\$	550,000.00		- \$	13,062.50	\$ 195,043.75
05/01/33	\$	550,000.00	4.750%	\$ 175,000.00	\$ 13,062.50	-
11/01/33	\$	375,000.00		- \$	8,906.25	\$ 196,968.75
05/01/34	\$	375,000.00	4.750%	\$ 185,000.00	\$ 8,906.25	-
11/01/34	\$	190,000.00		- \$	4,512.50	\$ 198,418.75
05/01/35	\$	190,000.00	4.750%	\$ 190,000.00	\$ 4,512.50	-
11/01/35	\$	-		- \$	-	\$ 194,512.50
						-
				\$ 1,910,000.00	\$ 693,975.00	\$ 2,603,975.00

Turnbull Creek
Community Development District

Debt Service Fund
Pond Bank Remediation Series 2015B

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual 3/31/22</i>	<i>Next 6 Months</i>	<i>Projected 9/30/22</i>	<i>Proposed Budget FY 2023</i>
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Revenues

<i>Carry Forward Surplus (1)</i>	\$33,435	\$34,181	\$0	\$34,181	\$39,543
<i>Interest Income</i>	\$0	\$9	\$12	\$21	\$0
<i>Assessments</i>	\$78,986	\$76,013	\$2,974	\$78,987	\$78,986
<i>Prepayments B1</i>	\$0	\$1,787	\$0	\$1,787	\$0
<i>Prepayments B2</i>	\$0	\$455	\$0	\$455	\$0

<i>Total Revenues</i>	\$112,421	\$112,444	\$2,986	\$115,430	\$118,529
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Expenditures

Series 2015B1

<i>Interest 11/1</i>	\$19,535	\$19,250	\$0	\$19,250	\$18,856
<i>Interest 5/1</i>	\$19,535	\$0	\$19,250	\$19,250	\$18,856
<i>Principal 5/1</i>	\$20,000	\$0	\$25,000	\$25,000	\$25,000

Series 2015B2

<i>Interest 11/1</i>	\$5,075	\$5,194	\$0	\$5,194	\$4,956
<i>Interest 5/1</i>	\$5,075	\$0	\$5,194	\$5,194	\$4,956
<i>Principal 5/1</i>	\$5,000	\$0	\$2,000	\$2,000	\$5,000

<i>Total Expenditures</i>	\$74,220	\$24,444	\$51,444	\$75,888	\$77,625
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<i>EXCESS REVENUES / (EXPENDITURES)</i>	\$38,201	\$88,001	-\$48,458	\$39,543	\$40,904
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(1) Net of Debt Service Reserve Funds

Debt Service for 11/01/2022

<i>Interest</i>	\$18,431
	\$4,838
<i>Total</i>	\$23,269

<i>Net Assessments</i>	\$79,318
<i>Add: Disc. and Collections (6%)</i>	\$5,063
<i>Gross Assessments</i>	\$84,381
<i>Units</i>	959

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

DATE		BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$	870,000.00	3.150%	-	\$ 18,856.25	\$ 63,106.25
05/01/23	\$	870,000.00	3.400%	\$ 25,000.00	\$ 18,856.25	-
11/01/23	\$	845,000.00	3.400%	-	\$ 18,431.25	\$ 62,287.50
05/01/24	\$	845,000.00	3.750%	\$ 25,000.00	\$ 18,431.25	-
11/01/24	\$	820,000.00	3.750%	-	\$ 17,975.00	\$ 61,406.25
05/01/25	\$	820,000.00	3.850%	\$ 25,000.00	\$ 17,975.00	-
11/01/25	\$	795,000.00	3.850%	-	\$ 17,506.25	\$ 60,481.25
05/01/26	\$	795,000.00	4.000%	\$ 25,000.00	\$ 17,506.25	-
11/01/26	\$	770,000.00	4.000%	-	\$ 17,025.00	\$ 59,531.25
05/01/27	\$	770,000.00	4.000%	\$ 25,000.00	\$ 17,025.00	-
11/01/27	\$	745,000.00	4.000%	-	\$ 16,525.00	\$ 58,550.00
05/01/28	\$	745,000.00	4.250%	\$ 30,000.00	\$ 16,525.00	-
11/01/28	\$	715,000.00	4.250%	-	\$ 15,887.50	\$ 62,412.50
05/01/29	\$	715,000.00	4.250%	\$ 30,000.00	\$ 15,887.50	-
11/01/29	\$	685,000.00	4.250%	-	\$ 15,250.00	\$ 61,137.50
05/01/30	\$	685,000.00	4.250%	\$ 30,000.00	\$ 15,250.00	-
11/01/30	\$	655,000.00	4.250%	-	\$ 14,612.50	\$ 59,862.50
05/01/31	\$	655,000.00	4.250%	\$ 30,000.00	\$ 14,612.50	-
11/01/31	\$	625,000.00	4.250%	-	\$ 13,975.00	\$ 58,587.50
05/01/32	\$	625,000.00	4.375%	\$ 30,000.00	\$ 13,975.00	-
11/01/32	\$	595,000.00	4.375%	-	\$ 13,318.75	\$ 57,293.75
05/01/33	\$	595,000.00	4.375%	\$ 35,000.00	\$ 13,318.75	-
11/01/33	\$	560,000.00	4.375%	-	\$ 12,553.13	\$ 60,871.88
05/01/34	\$	560,000.00	4.375%	\$ 35,000.00	\$ 12,553.13	-
11/01/34	\$	525,000.00	4.375%	-	\$ 11,787.50	\$ 59,340.63
05/01/35	\$	525,000.00	4.375%	\$ 40,000.00	\$ 11,787.50	-
11/01/35	\$	485,000.00	4.375%	-	\$ 10,912.50	\$ 62,700.00
05/01/36	\$	485,000.00	4.500%	\$ 40,000.00	\$ 10,912.50	-
11/01/36	\$	445,000.00	4.500%	-	\$ 10,012.50	\$ 60,925.00
05/01/37	\$	445,000.00	4.500%	\$ 40,000.00	\$ 10,012.50	-
11/01/37	\$	405,000.00	4.500%	-	\$ 9,112.50	\$ 59,125.00
05/01/38	\$	405,000.00	4.500%	\$ 45,000.00	\$ 9,112.50	-
11/01/38	\$	360,000.00	4.500%	-	\$ 8,100.00	\$ 62,212.50
05/01/39	\$	360,000.00	4.500%	\$ 45,000.00	\$ 8,100.00	-
11/01/39	\$	315,000.00	4.500%	-	\$ 7,087.50	\$ 60,187.50
05/01/40	\$	315,000.00	4.500%	\$ 45,000.00	\$ 7,087.50	-
11/01/40	\$	270,000.00	4.500%	-	\$ 6,075.00	\$ 58,162.50
05/01/41	\$	270,000.00	4.500%	\$ 50,000.00	\$ 6,075.00	-
11/01/41	\$	220,000.00	4.500%	-	\$ 4,950.00	\$ 61,025.00
05/01/42	\$	220,000.00	4.500%	\$ 50,000.00	\$ 4,950.00	-
11/01/42	\$	170,000.00	4.500%	-	\$ 3,825.00	\$ 58,775.00
05/01/43	\$	170,000.00	4.500%	\$ 55,000.00	\$ 3,825.00	-
11/01/43	\$	115,000.00	4.500%	-	\$ 2,587.50	\$ 61,412.50
05/01/44	\$	115,000.00	4.500%	\$ 55,000.00	\$ 2,587.50	-
11/01/44	\$	60,000.00	4.500%	-	\$ 1,350.00	\$ 58,937.50
05/01/45	\$	60,000.00	4.500%	\$ 60,000.00	\$ 1,350.00	-
11/01/45						\$ 61,350.00
				\$ 870,000.00	\$ 535,431.26	\$ 1,449,681.26

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

DATE		BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$	205,000.00	4.750%	-	\$ 4,956.25	\$ 4,956.25
05/01/23	\$	205,000.00	4.750%	\$ 5,000.00	\$ 4,956.25	-
11/01/23	\$	200,000.00	4.750%	-	\$ 4,837.50	\$ 14,793.75
05/01/24	\$	200,000.00	4.750%	\$ 5,000.00	\$ 4,837.50	-
11/01/24	\$	195,000.00	4.750%	-	\$ 4,718.75	\$ 14,556.25
05/01/25	\$	195,000.00	4.750%	\$ 5,000.00	\$ 4,718.75	-
11/01/25	\$	190,000.00	4.750%	-	\$ 4,600.00	\$ 14,318.75
05/01/26	\$	190,000.00	4.750%	\$ 5,000.00	\$ 4,600.00	-
11/01/26	\$	185,000.00	4.750%	-	\$ 4,481.25	\$ 14,081.25
05/01/27	\$	185,000.00	4.750%	\$ 5,000.00	\$ 4,481.25	-
11/01/27	\$	180,000.00	4.750%	-	\$ 4,362.50	\$ 13,843.75
05/01/28	\$	180,000.00	4.750%	\$ 5,000.00	\$ 4,362.50	-
11/01/28	\$	175,000.00	4.750%	-	\$ 4,243.75	\$ 13,606.25
05/01/29	\$	175,000.00	4.750%	\$ 5,000.00	\$ 4,243.75	-
11/01/29	\$	170,000.00	4.750%	-	\$ 4,125.00	\$ 13,368.75
05/01/30	\$	170,000.00	4.750%	\$ 5,000.00	\$ 4,125.00	-
11/01/30	\$	165,000.00	4.750%	-	\$ 4,006.25	\$ 13,131.25
05/01/31	\$	165,000.00	4.750%	\$ 5,000.00	\$ 4,006.25	-
11/01/31	\$	160,000.00	4.750%	-	\$ 3,887.50	\$ 12,893.75
05/01/32	\$	160,000.00	4.750%	\$ 10,000.00	\$ 3,887.50	-
11/01/32	\$	150,000.00	4.750%	-	\$ 3,650.00	\$ 17,537.50
05/01/33	\$	150,000.00	4.750%	\$ 10,000.00	\$ 3,650.00	-
11/01/33	\$	140,000.00	4.750%	-	\$ 3,412.50	\$ 17,062.50
05/01/34	\$	140,000.00	4.750%	\$ 10,000.00	\$ 3,412.50	-
11/01/34	\$	130,000.00	4.750%	-	\$ 3,175.00	\$ 16,587.50
05/01/35	\$	130,000.00	4.750%	\$ 10,000.00	\$ 3,175.00	-
11/01/35	\$	120,000.00	4.750%	-	\$ 2,937.50	\$ 16,112.50
05/01/36	\$	120,000.00	4.750%	\$ 10,000.00	\$ 2,937.50	-
11/01/36	\$	110,000.00	4.750%	-	\$ 2,700.00	\$ 15,637.50
05/01/37	\$	110,000.00	4.750%	\$ 10,000.00	\$ 2,700.00	-
11/01/37	\$	100,000.00	4.750%	-	\$ 2,462.50	\$ 15,162.50
05/01/38	\$	100,000.00	4.750%	\$ 10,000.00	\$ 2,462.50	-
11/01/38	\$	90,000.00	4.750%	-	\$ 2,225.00	\$ 14,687.50
05/01/39	\$	90,000.00	4.750%	\$ 10,000.00	\$ 2,225.00	-
11/01/39	\$	80,000.00	4.750%	-	\$ 1,987.50	\$ 14,212.50
05/01/40	\$	80,000.00	4.750%	\$ 10,000.00	\$ 1,987.50	-
11/01/40	\$	70,000.00	4.750%	-	\$ 1,750.00	\$ 13,737.50
05/01/41	\$	70,000.00	5.000%	\$ 10,000.00	\$ 1,750.00	-
11/01/41	\$	60,000.00	5.000%	-	\$ 1,500.00	\$ 13,250.00
05/01/42	\$	60,000.00	5.000%	\$ 15,000.00	\$ 1,500.00	-
11/01/42	\$	45,000.00	5.000%	-	\$ 1,125.00	\$ 17,625.00
05/01/43	\$	45,000.00	5.000%	\$ 15,000.00	\$ 1,125.00	-
11/01/43	\$	30,000.00	5.000%	-	\$ 750.00	\$ 16,875.00
05/01/44	\$	30,000.00	5.000%	\$ 15,000.00	\$ 750.00	-
11/01/44	\$	15,000.00	5.000%	-	\$ 375.00	\$ 16,125.00
05/01/45	\$	15,000.00	5.000%	\$ 15,000.00	\$ 375.00	-
11/01/45					\$	\$ 15,375.00
				\$ 205,000.00	\$ 144,537.50	\$ 349,537.50

Turnbull Creek

Community Development District

Debt Service Fund

Series 2016

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual 3/31/22</i>	<i>Next 6 Months</i>	<i>Projected 9/30/22</i>	<i>Proposed Budget FY 2023</i>
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Revenues

<i>Carry Forward Surplus</i>	\$70,251	\$72,940	\$0	\$72,940	\$72,320
<i>Interest Income</i>	\$0	\$19	\$62	\$81	\$0
<i>Assessments - Tax Collector</i>	\$286,513	\$275,718	\$10,787	\$286,505	\$286,513

<i>Total Revenues</i>	\$356,764	\$348,677	\$10,849	\$359,526	\$358,833
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Expenditures

Series 2016

<i>Interest 11/1</i>	\$63,603	\$63,603	\$0	\$63,603	\$63,603
<i>Interest 5/1</i>	\$63,603	\$0	\$63,603	\$63,603	\$63,603
<i>Principal 5/1</i>	\$160,000	\$0	\$160,000	\$160,000	\$160,000

<i>Total Expenditures</i>	\$287,206	\$63,603	\$223,603	\$287,206	\$287,206
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<i>EXCESS REVENUES / (EXPENDITURES)</i>	\$69,558	\$285,074	-\$212,754	\$72,320	\$71,627
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Debt Service for 11/01/2023:

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

<i>Net Assessments</i>	\$286,513
<i>Add: Discounts and Collections (6%)</i>	\$18,280
<i>Gross Assessments</i>	\$304,792
<i>Units</i>	219

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

AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	INTEREST	TOTAL
11/01/22	\$ 3,278,000.00	3.70%	- \$	60,643.00	\$ 60,643.00
05/01/23	\$ 3,278,000.00	3.70%	\$ 167,000.00	\$ 60,643.00	-
11/01/23	\$ 3,111,000.00	3.70%	- \$	57,553.50	\$ 285,196.50
05/01/24	\$ 3,111,000.00	3.70%	\$ 173,000.00	\$ 57,553.50	-
11/01/24	\$ 2,938,000.00	3.70%	- \$	54,353.00	\$ 284,906.50
05/01/25	\$ 2,938,000.00	3.70%	\$ 179,000.00	\$ 54,353.00	-
11/01/25	\$ 2,759,000.00	3.70%	- \$	51,041.50	\$ 284,394.50
05/01/26	\$ 2,759,000.00	3.70%	\$ 186,000.00	\$ 51,041.50	-
11/01/26	\$ 2,573,000.00	3.70%	- \$	47,600.50	\$ 284,642.00
05/01/27	\$ 2,573,000.00	3.70%	\$ 193,000.00	\$ 47,600.50	-
11/01/27	\$ 2,380,000.00	3.70%	- \$	44,030.00	\$ 284,630.50
05/01/28	\$ 2,380,000.00	3.70%	\$ 200,000.00	\$ 44,030.00	-
11/01/28	\$ 2,180,000.00	3.70%	- \$	40,330.00	\$ 284,360.00
05/01/29	\$ 2,180,000.00	3.70%	\$ 208,000.00	\$ 40,330.00	-
11/01/29	\$ 1,972,000.00	3.70%	- \$	36,482.00	\$ 284,812.00
05/01/30	\$ 1,972,000.00	3.70%	\$ 216,000.00	\$ 36,482.00	-
11/01/30	\$ 1,756,000.00	3.70%	- \$	32,486.00	\$ 284,968.00
05/01/31	\$ 1,756,000.00	3.70%	\$ 224,000.00	\$ 32,486.00	-
11/01/31	\$ 1,532,000.00	3.70%	- \$	28,342.00	\$ 284,828.00
05/01/32	\$ 1,532,000.00	3.70%	\$ 232,000.00	\$ 28,342.00	-
11/01/32	\$ 1,300,000.00	3.70%	- \$	24,050.00	\$ 284,392.00
05/01/33	\$ 1,300,000.00	3.70%	\$ 241,000.00	\$ 24,050.00	-
11/01/33	\$ 1,059,000.00	3.70%	- \$	19,591.50	\$ 284,641.50
05/01/34	\$ 1,059,000.00	3.70%	\$ 250,000.00	\$ 19,591.50	-
11/01/34	\$ 809,000.00	3.70%	- \$	14,966.50	\$ 284,558.00
05/01/35	\$ 809,000.00	3.70%	\$ 260,000.00	\$ 14,966.50	-
11/01/35	\$ 549,000.00	3.70%	- \$	10,156.50	\$ 285,123.00
05/01/36	\$ 549,000.00	3.70%	\$ 269,000.00	\$ 10,156.50	-
11/01/36	\$ 280,000.00	3.70%	- \$	5,180.00	\$ 284,336.50
05/01/37	\$ 280,000.00	3.70%	\$ 280,000.00	\$ 5,180.00	-
11/01/37	\$ 280,000.00	3.70%			\$ 285,180.00
					-
			\$ 3,278,000.00	\$ 1,053,612.00	\$ 4,331,612.00

Turnbull Creek

Community Development District

Capital Reserve Fund

<i>Description</i>	<i>Adopted Budget FY 2022</i>	<i>Actual 3/31/22</i>	<i>Next 6 Months</i>	<i>Projected 9/30/22</i>	<i>Proposed Budget FY 2023</i>
<u>REVENUES:</u>					
Capital Reserve - Transfer In	\$245,986	\$0	\$245,986	\$245,986	\$225,845
Carry Forward Surplus	\$331,853	\$371,433	\$0	\$371,433	\$519,029
<i>Total Revenues</i>	\$577,839	\$371,433	\$245,986	\$617,419	\$744,874
<u>EXPENDITURES:</u>					
Repair and Replacement	\$50,000	\$31,327	\$0	\$31,327	\$50,000
Capital Outlay	\$50,000	\$66,862	\$0	\$66,862	\$50,000
Other Current Charges	\$300	\$46	\$156	\$202	\$300
<i>Total Expenditures</i>	\$100,300	\$98,235	\$156	\$98,391	\$100,300
<i>EXCESS REVENUES / (EXPENDITURES)</i>	\$477,539	\$273,199	\$245,830	\$519,029	\$644,574

EIGHTH ORDER OF BUSINESS

DISTRICT MANAGEMENT AGREEMENT

This Agreement (“**Agreement**”) is made and entered into to be effective the 1st day of June, 2022, by and between:

Turnbull Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, and whose address for purposes of the Agreement is c/o KE Law Group, PLLC, 2016 Delta Boulevard, Suite 101, Tallahassee, FL 32303, Attn: District Counsel (“**District**”); and

Rizzetta & Company, Inc., a Florida corporation with offices located at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“**District Manager**”) (together, the “**Parties**”).

RECITALS

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

WHEREAS, the District requires district management services, including non-exclusive management, recording, assessment methodology and accounting advisory services and such other duties as may be prescribed by the District’s Board of Supervisors (“**Board**”); and

WHEREAS, the District Manager acknowledges it fully understands what is required to provide district management services to the District and furthermore agrees to provide such services as are outlined in **Exhibit A**, attached hereto;

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:

RECITALS & DEFINITIONS

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.

2. **Definitions.** The following definitions apply to this Agreement:

a. “**Fiscal Year**” – shall mean the District’s fiscal year beginning October 1 and ending September 30.

b. “**Services**” – shall mean those district management services described in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

SCOPE OF SERVICES

A. **STANDARD ON-GOING SERVICES.** These services will be provided on an on-going monthly basis. A description is provided below, and a description is also provided in **Exhibit A**.

- i. **MANAGEMENT** - services include the conducting of one (1) board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **ADMINISTRATIVE** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District's adopted Rules of Procedure, preparation and delivery of agenda;
- iii. **ACCOUNTING** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity; and
- iv. **FINANCIAL & REVENUE COLLECTION** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- v. **CONTINUING DISCLOSURE SERVICES** - serve as the District's dissemination agent for purposes of satisfying the continuing disclosure services requirement for all bond issuances.
- vi. **WEBSITE HOSTING SERVICES** – services include website monitoring, ADA compliance and content uploads necessary to ensure the District remains in compliance with federal and state law.

B. **ADDITIONAL SERVICES:** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- i. Meetings: attendance at additional meetings, continued meetings, special meetings (not including annual budget workshop);
- ii. Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;

- iii. Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents, and statutorily required mailings;
- iv. Electronic communications/e-blasts;
- v. Special requests;
- vi. Amendments to the District's boundary;
- vii. Grant applications
- viii. Escrow Agent;
- ix. Continuing disclosure representative/agent;
- x. Community mailings, e.g. memos, notifications of rule changes, operations and maintenance assessment notices, etc.;
- xi. Public records requests that are extensive in nature, as defined by the District's adopted Rules of Procedure; and
- xii. Litigation support services, including preparation of documentation in response to litigation requests and provision of necessary expert testimony in connection with litigation involving the subject matter of this Agreement.

Any of these additional services which may be required or requested shall be compensated by the District in accordance with **Exhibit A**. If any additional services are required or requested which are not contained in **Exhibit A**, the District Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the District Manager.

C. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES. These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

TERM & RENEWAL

1. The initial term of this Agreement shall be from the date set forth above until 11:59 p.m. on September 30, 2022, unless terminated in accordance with the provisions herein.
2. Unless terminated pursuant to its terms, this Agreement shall automatically renew without amendment each subsequent October 1. The District Manager acknowledges that the prices of this Agreement are firm, that the prices of this Agreement shall not change for the two Fiscal Years (FY 2022 and FY 2023) following execution of this Agreement, and that thereafter the District Manager may change the prices only with the District's written consent. All prior agreements between the Parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

3. The Parties acknowledge that the terms of this Agreement apply beginning June 1, 2022. However, District Manager agrees to bill the District a pro-rated amount in June, from June 15 to June 30th, so that there is no overlap in payment between the prior district management company.

COMPENSATION & REIMBURSEMENT

4. The District shall be responsible for paying the costs of the Services as detailed in **Exhibit A**.

a. Payment Terms:

i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**.

ii. **Additional Services.** Additional Services will be billed per occurrence as authorized by the District and negotiated by the Parties.

b. All payments shall be made in accordance with Florida's Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes, as well as the District's applicable policies and procedures.

c. Unless otherwise specified herein, the District Manager will invoice monthly, in advance, for the Services in the amounts set forth in **Exhibit A**.

d. Fees for the Standard On-Going Services may be negotiated annually starting two Fiscal Years following execution of this Agreement and will be reflected in the adopted annual budgets of the District. The District's adoption of the annual budget will not constitute the District's consent for payment of any expenses, and a separate consent for all such expenses will be obtained pursuant to the provisions of this Agreement as an addendum to this Agreement, and must be presented to the District at least ninety (90) days prior to the date which such changes are proposed to take effect.

e. In the event the District authorizes a change in the scope of services requested, District Manager shall submit in writing a request for a fee amendment corresponding to the change in services being requested. Such request by the District Manager must be approved by the District before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

f. Except as otherwise stated in this Agreement or as authorized in the resolutions of the District, no expenditure may be made without prior Board approval.

g. Unless non-payment is the fault of the District Manager, the District Manager shall have the right to suspend Services if the District fails to pay District Manager's invoices as specified herein after being given notice and a reasonable opportunity to cure. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.

h. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

SPECIAL TERMS AND CONDITIONS

5. Indemnification.

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

~~b. **District Manager Indemnification.** To the extent allowable under applicable law and except to the extent caused by the gross negligence or willful misconduct of the District, the District Manager agrees to defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns (together, the "District Indemnitees") harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event District Manager fails to retain counsel to represent the District Indemnitees, who is reasonably acceptable to the District), incurred by the District Indemnitees arising out of or in connection with: (i) any management services to be provided by the District Manager pursuant to this Contract; (ii) any failure by District Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of District Manager or District Manager's officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents' use of the District's property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property; and (vi) any other negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager or its officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Indemnitees may be entitled and shall continue after the Manager has ceased to be engaged under this Contract. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.~~

- ~~b. **District Indemnification.** To the extent the District Manager or its officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents (together, the "Manager Indemnitees") are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Contract, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to Manager will indemnify, defend, save, and hold harmless the Manager-District, and its supervisors, managers, lawyers, staff, employees, representatives and assigns ("District Indemnitees"), and shall defend the District Indemnitees from and against any and all liability, claims,~~

~~actions, suits, demands, assessments, loss, damage or injury, including all judgments asserted and any and all losses, liens, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager Indemnitees may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly debts and obligations resulting in whole or in part from the negligent or intentionally wrongful acts or omissions of District Manager's officers, directors, agents, contractors, subcontractors, employees, or assigns. Any subcontractor retained by the District Manager shall acknowledge the same in writing.~~

- c. **District Indemnification.** ~~the District, except to~~ To the extent caused, in whole or in part, by the negligence or recklessness allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes, and/or willful misconduct of the ~~without waiving any applicable insurance coverage).~~ District will indemnify, save and hold harmless the District Manager Indemnitees, and its officers, directors, agents, assigns and employees from all loss, damage or injury, including all judgments, liens, liabilities, debts, and obligations resulting from the negligent or intentionally wrongful acts or omissions of District's supervisors, staff, and assigns. The District's obligation to defend, indemnify, and hold harmless the Manager Indemnitees as set forth herein shall not exceed the monetary limits of any endorsement listing the District Manager or Manager Indemnitees as an additional insured party under the District's insurance policy. If there is no such endorsement, the District's defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, Florida Statutes. ~~The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.~~
- d. **Rights Cumulative.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District Manager shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

TERMINATION OR DEFAULT OF THE AGREEMENT

6. **Termination.** This Agreement may be terminated as follows:

- a. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance, dereliction of duties by the District Manager, or other failure to perform under the terms of this Agreement. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein, and shall be effective immediately.
- b. By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or

implement a policy of the Board which consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule, or any other failure to perform under the terms of this Agreement. Termination for “good cause” shall be effected by written notice to District electronically at the address noted herein.

c. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

d. Upon any termination, District Manager will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

7. **Transition.** Upon termination of this Agreement, the District Manager shall, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the District, and such other accountings, papers, and records as the District shall request and are in the District Manager’s possession or under the District Manager’s reasonable direct control pertaining to the District; and
- b. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the District Manager’s duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the District Manager shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

8. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

9. **Remedies Cumulative.** The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting Party by law.

GENERAL TERMS AND CONDITIONS

10. **Public Records.** The District Manager agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In

connection with this Agreement, District Manager agrees to comply with all applicable provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, to the extent applicable, the terms of which are incorporated herein. Notwithstanding that the District Manager is the District's Public Records Custodian, among other requirements, District Manager must:

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

11. Audits. In connection with the annual audit of the District's financial affairs, the District Manager shall cooperate in good faith to provide access to all books and records of the District Manager relating to the provision of the Services and necessary to the audit for review by the District's internal or independent auditors. In addition thereto, the District Manager shall provide access to such books and records to a District representative at any time, and such records shall be made available to the District's offices in Florida.

12. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. Insurance Requirements. District Manager shall, at its own expense, maintain insurance during the performance of the Services under this Contract, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$1,000,000
Automobile Liability (if applicable)*	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
<i>Covering owned, non-owned, and hired vehicles</i>	

The District and its agents, staff, consultants and supervisors shall be named as additional insureds on the General Liability Insurance, Commercial Crime/Fidelity Insurance, and Automobile Liability Insurance. District Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured. 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.

If District Manager 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 District Manager 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.

14. Compliance with Laws.

- a. General. District Manager shall perform its duties and obligations in a diligent, careful and professional manner and shall take all commercially reasonable action to comply in all material respects with applicable laws, ordinances, rules, regulations, permits, licenses, certifications, consents, approvals, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, or any other body exercising functions similar to those of any of the foregoing which may be applicable to the Amenities. Without limiting the generality of the foregoing, District Manager shall not manage the District in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the management of the District, unless such permit, license, certification, consent, or other approval is first

obtained or the Board has expressly instructed the District Manager to do so in writing. Unless the District has expressly instructed the District Manager otherwise, the District Manager shall promptly notify the District in writing of any and all orders or requirements affecting the Amenities placed thereon by any governmental authority having jurisdiction within twenty-four (24) hours of obtaining actual notice thereof, and shall take such action as necessary to comply promptly with any and all such orders or regulations. The District Manager shall also prepare for execution and filing by the Board any forms or reports which may be required by law in connection with the management of the District.

15. Reporting. Generally, the District Manager shall report directly to the District's Board of Supervisors.

16. Independent Contractor. In all matters relating to this Agreement, the District Manager shall be acting as an independent contractor. Neither the District Manager nor any individual employed or used by the District Manager in connection with the provision of the Services are employees of the District under the meaning or application of any federal or state laws. The District Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to its employees in the performance of this Agreement. The District Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the District Manager shall have no authority to represent as agent, employee, or in any other capacity, the District unless otherwise set forth differently in this Agreement.

17. No Joint Venture. The District Manager shall not be deemed to be a partner, or joint venturer, with the District.

18. Employment Verification. The District Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, District Manager 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the District Manager has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the District Manager represents that no public employer has terminated a contract with the District Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue shall be in St. Johns County, Florida.

20. Attorney's Fees and Costs. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable

attorneys' fees and costs and fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

21. **Entire Agreement.** This instrument, together with the documents that are required to be created under this instrument, shall constitute the final and complete expression of this Agreement among the Parties relating to the subject matter of this Agreement.

22. **Arm's Length Negotiation.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted nor construed against any party.

23. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by all Parties.

24. **Assignment.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. No party may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other party. Any attempted assignment without first obtaining the other party's written consent shall be void.

25. **Successors.** Except as otherwise provided herein, all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

26. **Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or any 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 nor shall be construed to confer upon any person or legal entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns. 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.

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

28. **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.

29. **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. Further, to the extent of any conflict between this Agreement and the exhibits hereto, this Agreement shall control.

30. **Counterparts.** This Agreement may be executed electronically and 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.

NOTICES

31. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

If to District Manager: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

If to District: Turnbull Creek Community Development District
c/o KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

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 any of the Parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party 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 party and addressees set forth herein.

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IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Attest:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Print Name of Witness

Date: _____

RIZZETTA & COMPANY, INC.

Witness

By: _____
Print: _____

Print Name of Witness

Its: _____
Date: _____

Exhibit A: Services and Compensation

EXHIBIT A
Services and Compensation

DETAILED SCOPE OF SERVICES

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments, if necessary.
 - 12. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.

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13. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
 14. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 15. Provide for submitting the regular meeting schedule of the Board to County.
 16. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 17. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 18. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 19. Provide for public records announcement and file document of registered voter data each June.
 20. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 21. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 22. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 23. Provide for instruction to Landowners on the Election Process and forms, etc.
 24. Respond to Bond Holders Requests for Information.
 25. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.

- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required

10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.

5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

CONTINUING DISCLOSURE:

A. Dissemination Agent:

1. The District Manager will serve as the District's Dissemination Agent. Those duties are provided in the various Continuing Disclosure Agreements associated with the District's bond issuances.

WEBSITE HOSTING SERVICES:

A. Website Compliance and Management:

1. Responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.

ADDITIONAL SERVICES:

BOND ISSUANCE ASSESSMENT CONSULTING SERVICES: These services will be provided only to specific bond issuances or similar services. These are not ongoing services and are limited in scope for the following services:

1. Special Assessment Allocation Reports – Prepare benefit analysis based on infrastructure to be funded with bond proceeds. Preparation of master, preliminary and final special assessment allocation reports and present at appropriate board meetings.
2. Bond Validation Reports – Attend and provide expert witness testimony at the required bond validation hearing(s) and prepare any necessary supporting methodology reports, as required.
3. Certifications and Closing Documents – Review all bond closing documents and provide signatures on all appropriate documents, certificates or schedules related to the bond issuance that are required by the District Manager or Assessment Consultant.

OTHER ADDITIONAL SERVICES:

A. Meetings

Special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;
3. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

4. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

C. Electronic communications/e-blasts;

D. Special requests;

E. Amendment to District boundary;

F. Grant Applications;

G. Escrow Agent;

H. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

I. Public Records Requests – see attached;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

A. Issue estoppel letters as needed for property transfers

- 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential property within the District.
- 2. Issue lien releases for properties which prepay within the District.

B. Bond prepayment processing

- 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
- 2. Maintain collection log showing all parcels that have pre-paid assessments.
- 3. Prepare, execute and issue release of lien to be recorded in public records.

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed monthly pursuant to the following schedule:

	MONTHLY	ANNUAL
Management and Accounting Services:	\$ 3,583.33	\$43,000
Assessment Roll ⁽¹⁾ :		\$ 4,800
Dissemination Agent ⁽²⁾ :		\$ 1,000
Website Hosting Services:	\$ 100.00	\$ 1,200
Total Standard On-Going Services:	\$ 3,683.33	\$50,000

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

(2) Continuing Disclosure Services provided by the Dissemination Agent is paid in one lump-sum payment in January. This fee is based on the current number of outstanding bonds and if the District issues additional bonds, this fee will be negotiated to include those additional services.

BOND ISSUANCE ASSESSMENT CONSULTING SERVICE FEES:	Per Issuance
New Bond Issuances – Preparation and Presentation of Master and Supplemental Assessment Methodology Reports	\$20,000
Refunding Bond Issuances – Preparation and Presentation of Supplemental Assessment Methodology Reports	\$15,000
Closing Documents – Review of all Bond Closing Documents. Certification of District Manager, Assessment Consultant and Continuing Disclosure Agreements	\$5,000

ADDITIONAL SERVICES:

Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two-Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request

Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

ADDITIONAL AND LITIGATION SUPPORT SERVICES HOURLY RATES:

Additional and Litigation Support services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Chief Operating Officer	\$250.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
District Manager	\$175.00
Amenity Services Manager	\$175.00
Supervisor, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00

Administrative Assistant

\$ 85.00

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:

HOURLY RATE:

Senior Manager

\$ 52.00

District Manager

\$ 40.00

Accounting & Finance Staff

\$ 28.00

Administrative Support Staff

\$ 21.00

Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, “District Persons”) respond to public records requests within the organization. Chapter 119, F.S., and the District’s Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District’s Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District’s Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the

District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.

5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.

DISTRICT MANAGEMENT AGREEMENT

This Agreement (“**Agreement**”) is made and entered into to be effective the 1st day of June, 2022, by and between:

Turnbull Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, and whose address for purposes of the Agreement is c/o KE Law Group, PLLC, 2016 Delta Boulevard, Suite 101, Tallahassee, FL 32303, Attn: District Counsel (“**District**”); and

Rizzetta & Company, Inc., a Florida corporation with offices located at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“**District Manager**”) (together, the “**Parties**”).

RECITALS

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

WHEREAS, the District requires district management services, including non-exclusive management, recording, assessment methodology and accounting advisory services and such other duties as may be prescribed by the District’s Board of Supervisors (“**Board**”); and

WHEREAS, the District Manager acknowledges it fully understands what is required to provide district management services to the District and furthermore agrees to provide such services as are outlined in **Exhibit A**, attached hereto;

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:

RECITALS & DEFINITIONS

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.
2. **Definitions.** The following definitions apply to this Agreement:
 - a. “**Fiscal Year**” – shall mean the District’s fiscal year beginning October 1 and ending September 30.
 - b. “**Services**” – shall mean those district management services described in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

SCOPE OF SERVICES

- A. **STANDARD ON-GOING SERVICES.** These services will be provided on an on-going monthly basis. A description is provided below, and a description is also provided in **Exhibit A**.
- i. **MANAGEMENT** - services include the conducting of one (1) board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
 - ii. **ADMINISTRATIVE** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District's adopted Rules of Procedure, preparation and delivery of agenda;
 - iii. **ACCOUNTING** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity; and
 - iv. **FINANCIAL & REVENUE COLLECTION** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
 - v. **CONTINUING DISCLOSURE SERVICES** - serve as the District's dissemination agent for purposes of satisfying the continuing disclosure services requirement for all bond issuances.
 - vi. **WEBSITE HOSTING SERVICES** – services include website monitoring, ADA compliance and content uploads necessary to ensure the District remains in compliance with federal and state law.
- B. **ADDITIONAL SERVICES:** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the Services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:
- i. Meetings: attendance at additional meetings, continued meetings, special meetings (not including annual budget workshop);
 - ii. Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;

- iii. Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents, and statutorily required mailings;
- iv. Electronic communications/e-blasts;
- v. Special requests;
- vi. Amendments to the District's boundary;
- vii. Grant applications
- viii. Escrow Agent;
- ix. Continuing disclosure representative/agent;
- x. Community mailings, e.g. memos, notifications of rule changes, operations and maintenance assessment notices, etc.;
- xi. Public records requests that are extensive in nature, as defined by the District's adopted Rules of Procedure; and
- xii. Litigation support services, including preparation of documentation in response to litigation requests and provision of necessary expert testimony in connection with litigation involving the subject matter of this Agreement.

Any of these additional services which may be required or requested shall be compensated by the District in accordance with **Exhibit A**. If any additional services are required or requested which are not contained in **Exhibit A**, the District Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the District Manager.

- C. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

TERM & RENEWAL

1. The initial term of this Agreement shall be from the date set forth above until 11:59 p.m. on September 30, 2022, unless terminated in accordance with the provisions herein.
2. Unless terminated pursuant to its terms, this Agreement shall automatically renew without amendment each subsequent October 1. The District Manager acknowledges that the prices of this Agreement are firm, that the prices of this Agreement shall not change for the two Fiscal Years (FY 2022 and FY 2023) following execution of this Agreement, and that thereafter the District Manager may change the prices only with the District's written consent. All prior agreements between the Parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

3. The Parties acknowledge that the terms of this Agreement apply beginning June 1, 2022. However, District Manager agrees to bill the District a pro-rated amount in June, from June 15 to June 30th, so that there is no overlap in payment between the prior district management company.

COMPENSATION & REIMBURSEMENT

4. The District shall be responsible for paying the costs of the Services as detailed in **Exhibit A**.

a. Payment Terms:

i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit A**.

ii. **Additional Services.** Additional Services will be billed per occurrence as authorized by the District and negotiated by the Parties.

b. All payments shall be made in accordance with Florida's Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes, as well as the District's applicable policies and procedures.

c. Unless otherwise specified herein, the District Manager will invoice monthly, in advance, for the Services in the amounts set forth in **Exhibit A**.

d. Fees for the Standard On-Going Services may be negotiated annually starting two Fiscal Years following execution of this Agreement and will be reflected in the adopted annual budgets of the District. The District's adoption of the annual budget will not constitute the District's consent for payment of any expenses, and a separate consent for all such expenses will be obtained pursuant to the provisions of this Agreement as an addendum to this Agreement, and must be presented to the District at least ninety (90) days prior to the date which such changes are proposed to take effect.

e. In the event the District authorizes a change in the scope of services requested, District Manager shall submit in writing a request for a fee amendment corresponding to the change in services being requested. Such request by the District Manager must be approved by the District before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

f. Except as otherwise stated in this Agreement or as authorized in the resolutions of the District, no expenditure may be made without prior Board approval.

g. Unless non-payment is the fault of the District Manager, the District Manager shall have the right to suspend Services if the District fails to pay District Manager's invoices as specified herein after being given notice and a reasonable opportunity to cure. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.

h. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

SPECIAL TERMS AND CONDITIONS

5. Indemnification.

- a. **Obligations.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- b. **District Manager Indemnification.** a. To the extent the District Manager or its officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents (together, the "Manager Indemnitees") are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Contract, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), District Manager will indemnify, save, and hold harmless the District, and its supervisors, managers, lawyers, staff, employees, representatives and assigns ("District Indemnitees"), and shall defend the District Indemnitees from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting in whole or in part from the negligent or intentionally wrongful acts or omissions of District Manager's officers, directors, agents, contractors, subcontractors, employees, or assigns. Any subcontractor retained by the District Manager shall acknowledge the same in writing.
- c. **District Indemnification.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes, and without waiving any applicable insurance coverage), District will indemnify, save and hold harmless the District Manager, and its officers, directors, agents, assigns and employees from all loss, damage or injury, including all judgments, liens, liabilities, debts, and obligations resulting from the negligent or intentionally wrongful acts or omissions of District's supervisors, staff, and assigns. The District's obligation to defend, indemnify, and hold harmless the Manager Indemnitees as set forth herein shall not exceed the monetary limits of any endorsement listing the District Manager or Manager Indemnitees as an additional insured party under the District's insurance policy. If there is no such endorsement, the District's defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, Florida Statutes.
- d. **Rights Cumulative.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District Manager shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

TERMINATION OR DEFAULT OF THE AGREEMENT

6. **Termination.** This Agreement may be terminated as follows:

- a. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance, dereliction of duties by the District Manager, or other failure to perform under the terms of this Agreement. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein, and shall be effective immediately.
- b. By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule, or any other failure to perform under the terms of this Agreement. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.
- c. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- d. Upon any termination, District Manager will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

7. **Transition.** Upon termination of this Agreement, the District Manager shall, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the District, and such other accountings, papers, and records as the District shall request and are in the District Manager's possession or under the District Manager's reasonable direct control pertaining to the District; and
- b. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the District Manager's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the District Manager shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

8. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

9. **Remedies Cumulative.** The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting Party by law.

GENERAL TERMS AND CONDITIONS

10. **Public Records.** The District Manager agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, District Manager agrees to comply with all applicable provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, to the extent applicable, the terms of which are incorporated herein. Notwithstanding that the District Manager is the District's Public Records Custodian, among other requirements, District Manager must:

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

11. **Audits.** In connection with the annual audit of the District's financial affairs, the District Manager shall cooperate in good faith to provide access to all books and records of the District Manager relating to the provision of the Services and necessary to the audit for review by the District's internal or independent auditors. In addition thereto, the District Manager shall provide access to such books and records to a District representative at any time, and such records shall be made available to the District's offices in Florida.

12. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. Insurance Requirements. District Manager shall, at its own expense, maintain insurance during the performance of the Services under this Contract, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$1,000,000
Automobile Liability (if applicable)*	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
<i>Covering owned, non-owned, and hired vehicles</i>	

The District and its agents, staff, consultants and supervisors shall be named as additional insureds on the General Liability Insurance, Commercial Crime/Fidelity Insurance, and Automobile Liability Insurance. District Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured. 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.

If District Manager 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 District Manager 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.

14. Compliance with Laws.

- a. **General.** District Manager shall perform its duties and obligations in a diligent, careful and professional manner and shall take all commercially reasonable action to comply in all material respects with applicable laws, ordinances, rules, regulations, permits, licenses, certifications, consents, approvals, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, or any other body exercising functions similar to those of any of the foregoing which may be applicable to the Amenities. Without limiting the generality of the foregoing, District Manager shall not manage the District in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the management of the District, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly instructed the District Manager to do so in writing. Unless the District has expressly instructed the District Manager otherwise, the District Manager shall promptly notify the District in writing of any and all orders or requirements affecting the Amenities placed thereon by any governmental authority having jurisdiction within twenty-four (24) hours of obtaining actual notice thereof, and shall take such action as necessary to comply promptly with any and all such orders or regulations. The District Manager shall also prepare for execution and filing by the Board any forms or reports which may be required by law in connection with the management of the District.

15. **Reporting.** Generally, the District Manager shall report directly to the District's Board of Supervisors.

16. **Independent Contractor.** In all matters relating to this Agreement, the District Manager shall be acting as an independent contractor. Neither the District Manager nor any individual employed or used by the District Manager in connection with the provision of the Services are employees of the District under the meaning or application of any federal or state laws. The District Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to its employees in the performance of this Agreement. The District Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the District Manager shall have no authority to represent as agent, employee, or in any other capacity, the District unless otherwise set forth differently in this Agreement.

17. **No Joint Venture.** The District Manager shall not be deemed to be a partner, or joint venturer, with the District.

18. **Employment Verification.** The District Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, District Manager 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the District Manager has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the District

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

19. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue shall be in St. Johns County, Florida.

20. Attorney's Fees and Costs. In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs and fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

21. Entire Agreement. This instrument, together with the documents that are required to be created under this instrument, shall constitute the final and complete expression of this Agreement among the Parties relating to the subject matter of this Agreement.

22. Arm's Length Negotiation. This Agreement has been negotiated fully among the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted nor construed against any party.

23. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by all Parties.

24. Assignment. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. No party may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other party. Any attempted assignment without first obtaining the other party's written consent shall be void.

25. Successors. Except as otherwise provided herein, all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

26. Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or any 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 nor shall be construed to confer upon any person or legal entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and

shall be binding upon the Parties and their respective representatives, successors, and assigns. 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.

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

28. **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.

29. **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. Further, to the extent of any conflict between this Agreement and the exhibits hereto, this Agreement shall control.

30. **Counterparts.** This Agreement may be executed electronically and 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.

NOTICES

31. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

If to District Manager: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

If to District: Turnbull Creek Community Development District
c/o KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

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 any of the Parties may deliver Notice on behalf of the party counsel represents. Any

party or other person to whom Notices are to be sent or copied may notify the other party 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 party and addressees set forth herein.

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective as of the date first written above.

Attest:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Print Name of Witness

Date: _____

RIZZETTA & COMPANY, INC.

Witness

By: _____

Print: _____

Print Name of Witness

Its: _____

Date: _____

Exhibit A:

Services and Compensation

EXHIBIT A
Services and Compensation

DETAILED SCOPE OF SERVICES

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments, if necessary.
 - 12. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 13. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.
 - 14. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 - 15. Provide for submitting the regular meeting schedule of the Board to County.
 - 16. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County

17. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 18. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 19. Provide for public records announcement and file document of registered voter data each June.
 20. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 21. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 22. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 23. Provide for instruction to Landowners on the Election Process and forms, etc.
 24. Respond to Bond Holders Requests for Information.
 25. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
 - D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
 - E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
 - F. Monitor certificates of insurance as needed per contracts.
 - G. Answer Project Status Inquiries from Contractors Bonding Companies.
 - H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
5. Manage banking relations with the District's Depository and Trustee.
6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
7. Account for assets constructed by or donated to the District for maintenance.
8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.

3. Prepare and cause to be published notices of all budget hearings and workshops.
4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.
2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

CONTINUING DISCLOSURE:

A. Dissemination Agent:

1. The District Manager will serve as the District's Dissemination Agent. Those duties are provided in the various Continuing Disclosure Agreements associated with the District's bond issuances.

WEBSITE HOSTING SERVICES:

A. Website Compliance and Management:

1. Responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide

the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.

ADDITIONAL SERVICES:

BOND ISSUANCE ASSESSMENT CONSULTING SERVICES: These services will be provided only to specific bond issuances or similar services. These are not ongoing services and are limited in scope for the following services:

1. Special Assessment Allocation Reports – Prepare benefit analysis based on infrastructure to be funded with bond proceeds. Preparation of master, preliminary and final special assessment allocation reports and present at appropriate board meetings.
2. Bond Validation Reports – Attend and provide expert witness testimony at the required bond validation hearing(s) and prepare any necessary supporting methodology reports, as required.
3. Certifications and Closing Documents – Review all bond closing documents and provide signatures on all appropriate documents, certificates or schedules related to the bond issuance that are required by the District Manager or Assessment Consultant.

OTHER ADDITIONAL SERVICES:

A. Meetings

Special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;
3. Bond Validation;
 - a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - b) Provide expert testimony at bond validation hearing in circuit court.
4. Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

C. Electronic communications/e-blasts;

- D. Special requests;
- E. Amendment to District boundary;
- F. Grant Applications;
- G. Escrow Agent;
- H. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- I. Public Records Requests – see attached;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential property within the District.
 - 2. Issue lien releases for properties which prepay within the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed monthly pursuant to the following schedule:

	MONTHLY	ANNUAL
Management and Accounting Services:	\$ 3,583.33	\$43,000
Assessment Roll ⁽¹⁾ :		\$ 4,800
Dissemination Agent ⁽²⁾ :		\$ 1,000
Website Hosting Services:	\$ 100.00	\$ 1,200
Total Standard On-Going Services:	\$ 3,683.33	\$50,000

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

(2) Continuing Disclosure Services provided by the Dissemination Agent is paid in one lump-sum payment in January. This fee is based on the current number of outstanding bonds and if the District issues additional bonds, this fee will be negotiated to include those additional services.

BOND ISSUANCE ASSESSMENT CONSULTING SERVICE FEES: Per Issuance

New Bond Issuances – Preparation and Presentation of Master and Supplemental Assessment Methodology Reports	\$20,000
Refunding Bond Issuances – Preparation and Presentation of Supplemental Assessment Methodology Reports	\$15,000
Closing Documents – Review of all Bond Closing Documents. Certification of District Manager, Assessment Consultant and Continuing Disclosure Agreements	\$5,000

ADDITIONAL SERVICES:

Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
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Estoppel Requests (billed to requestor):

One Lot (on tax roll)	Per Occurrence \$ 100
Two+ Lots (on tax roll)	Per Occurrence \$ 125
One Lot (direct billed by the District)	Per Occurrence \$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence \$ 150

Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

ADDITONAL AND LITIGATION SUPPORT SERVICES HOURLY RATES:

Additional and Litigation Support services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Chief Operating Officer	\$250.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
District Manager	\$175.00
Amenity Services Manager	\$175.00
Supervisor, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, “District Persons”) respond to public records requests within the organization. Chapter 119, F.S., and the District’s Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District’s Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District’s Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.
6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida’s public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.

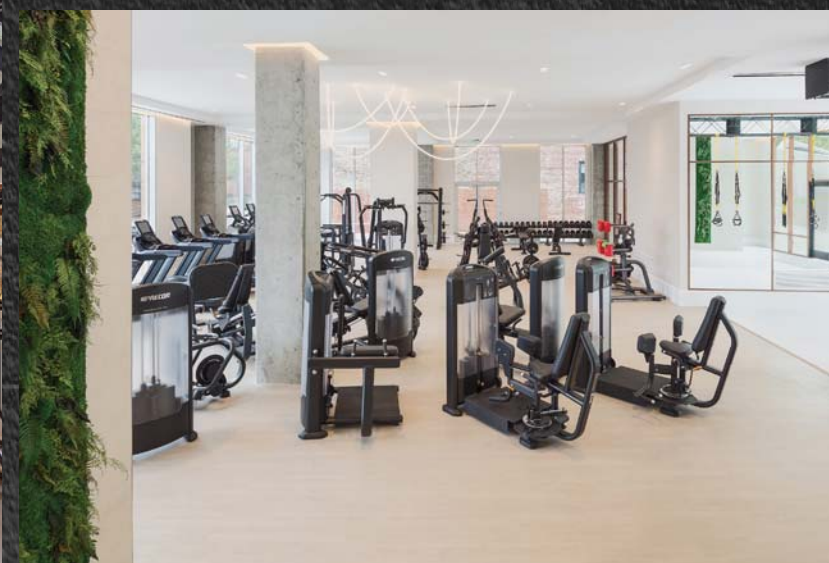
TENTH ORDER OF BUSINESS



Advantage
Sport & Fitness Inc.

PROPOSAL PREPARED FOR

TURNBELL CREEK CDD
Precor Product Proposals
May 2, 2022



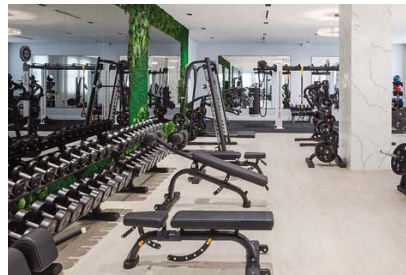


Fitness Facility Planning + Design by **Advantage Sport & Fitness**



EXPERIENCE MATTERS.

Advantage Sport & Fitness provides professional fitness space design consultations and a premium selection of fitness equipment from the best brands in the industry. Since our company was founded in 1987, we've grown to become more than just a fitness equipment distributor – we are the full-service partner you can trust to create, equip, maintain and support your fitness space.



SUPPORTING YOUR FACILITY IN EVERY PHASE

PRE-CONSTRUCTION

DESIGN

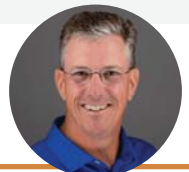
BUILDING

INSTALLATION

IN OPERATION

Advantage
Sport & Fitness Inc.

JOHN MARCOTTE
VICE PRESIDENT OF SALES & MARKETING
919-943-1699 | JSMARCOTTE@ADVANTAGEFITNESS.COM



EQUIPMENT PROPOSAL A

Corporate Office:	Quote Provided by:		
Advantage Sport & Fitness, Inc. 2255 N Triphammer Rd Ithaca, NY14850-1576 Phone: (607)-257-2107 Fax: (607)-257-2221	John Marcotte jsmarcotte@advantagefitness.com Phone: 919-943-1699 Fax: 919-882-1864	Quote Date:	5/2/2022
		Valid Until:	7/1/2022
		Quote Amount:	\$14,089.65

This quote was produced for:

Ship To:	Bill To:
Turnbull Creek CDD 101 W. Positano Ave St. Augustine, FL 32092	Turnbull Creek CDD 101 W. Positano Ave St. Augustine, FL 32092
Erick Hutchison Phone: 650-450-2236 Email: murabellamanager@rmsnf.com	Erick Hutchison Phone: 650-450-2236 Email: murabellamanager@rmsnf.com

QTY	Product Number	Product Description	MSRP	Discount Price/Unit	Extended Price
		NEW EQUIPMENT PROPOSAL			
		PRECOR ELLIPTICAL			
1	PRE-SG-EFX835P31	Precor SG EFX835 P31 TB Elliptical	\$8,545.00	\$5,695.00	\$5,695.00
		Self Powered			
		PRECOR STAIR CLIMBER			
1	PRE-BP-SCL835P31	Precor NEW BG SCL835 P31 Stair Climber	\$8,995.00	\$6,495.00	\$6,495.00
		110V Power Required			

NOTE: Quote valid until: 7/1/2022

Estimated Delivery Date: 6-8 weeks from receipt of order confirmation

Total Discount Applied: (\$5,350.00)

Product Total After Discount:	\$12,190.00
Inbound Freight:	\$550.00
Delivery & Installation:	\$500.00
Est. Tax:	\$849.65
TOTAL AMOUNT:	\$14,089.65

Payment Terms:

50% Down to Book, 50% Due with Cashier's Check at Delivery

Customer Acceptance of Quote

Quote #: Q.000009004

Grand Total: \$14,089.65

Signature

Print Name

Date

ADVANTAGE SPORT & FITNESS, INC.
STANDARD TERMS & CONDITIONS
www.advantagefitness.com/terms

ACCEPTANCE - Buyer accepts these terms and conditions by paying any portion of the sales price.

ENTIRE AGREEMENT- This document, together with the Advantage Sport & Fitness, Inc. quotation signed by the Buyer and accepted by Advantage Sport & Fitness, Inc. (i.e. the "Quotation"), and any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements: no understanding, modification, trade custom or prior course at variance with these terms and conditions will bind Advantage Sport & Fitness, Inc. This document may only be amended in writing signed by both parties. In the case that these terms conflict with the Quotation, the Quotation shall apply, except that Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation at any time.

PRICE PROTECTION- Prices quoted are guaranteed for 30 days from the date quoted in writing unless stated otherwise. This applies to all quotes. Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation prices at any time.

DELIVERY OF EQUIPMENT All equipment ordered from Advantage Sport & Fitness, Inc. or its vendors is shipped F.O.B. Buyer's "ship to" address.

Buyer must guarantee Advantage Sport & Fitness, Inc. access to the "ship to" address on the delivery date in order to ensure proper delivery and installation.

TERMS - Unless otherwise stated, Buyer will pay a minimum non refundable deposit of 50% of the sale price. The outstanding sales balance will be due at delivery. All payments must be made by cash, cashiers check, or wire transfer. Advantage Sport & Fitness, Inc. or its agents will not accept a personal or business check unless so noted in writing on the Quotation.

DELAY IN PERFORMANCE - Advantage Sport & Fitness, Inc. will exercise its best efforts to deliver the equipment in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and Advantage Sport & Fitness, Inc. shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. Advantage Sport & Fitness, Inc. is not responsible for any delay, failure or omission due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

INSPECTION- Buyer must inspect the equipment upon delivery and provide Advantage Sport & Fitness, Inc. with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the equipment.

CLEARED AREA/DEBRIS Buyer agrees to clear an area where the equipment is to be delivered and installed. The installation area shall be clean and free of all debris, construction dust, etc. prior to the delivery date. Advantage Sport and Fitness, Inc. will not deliver into an area undergoing construction, e.g. "hard-hat" area.

INSTALLATION AREA - The equipment is designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause equipment malfunctions. Advantage Sport & Fitness, Inc. will not be liable for any damage associated with an unlevelled surface or structural movement.

MECHANICAL/ELECTRICAL/NETWORKING/VIDEO REQUIREMENTS - Unless otherwise stated, Buyer is responsible for all utility service such as electrical connections, computer and/or Internet networking connections, video connections, etc., and must secure all necessary tradesmen required for the installation of such connections. Such services must be ready prior to the fitness equipment delivery date.

PERMITS - Buyer is responsible for obtaining all permits for the installation or operation of the equipment, for any such permits required by state, local or other lawful authorities.

TAXES - Federal, state and local taxes, (unless otherwise shown on the quotation), are not included and are Buyer's responsibility. Advantage Sport & Fitness, Inc. may bill Buyer separately at any time for any such charge as Advantage Sport & Fitness, Inc. may be requested to collect or pay.

ADDITIONAL CHARGES - In addition to the open balance of the sales price, Buyer agrees to pay the following prior to delivery.

- Any actual costs Advantage Sport & Fitness, Inc. incurs transporting or storing the equipment if the Buyer fails to pay the outstanding balance upon delivery or the equipment cannot be delivered for any reason outside the control of Advantage Sport & Fitness, Inc., its agents or subcontractors.
- Any actual costs Advantage Sport & Fitness, Inc. incurs if the equipment cannot be delivered due to Buyer's error, omission or lack of preparation of the installation area.
- A commercially reasonable charge for deliveries requested outside the normal business hours (Monday-Friday), (8:00 A.M. - 5:00 P.M.) or requiring a specific start or stop time, provided that Advantage Sport & Fitness, Inc. has agreed to perform a delivery at such a time.
- A commercially reasonable charge for deliveries or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available.

NEW EQUIPMENT PURCHASES - Limited Warranty: There is no warranty of merchantability or warranty that the equipment will be fit for a particular purpose. Buyer agrees that all warranties are manufacturers warranties only, and are subject to all manufacturers limitations and exclusions. No materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc.; only manufacturers warranties apply to all sales. Warranties extend only to the buyer and automatically terminate upon transfer of business or equipment. Equipment manufacturers warranty policies, terms, and limitations only will govern warranty issues. All decisions made by the equipment manufacturers are made at the discretion of the manufacturer, not Advantage Sport & Fitness, Inc.

All claims for warranty work must be submitted in accordance with the manufacturer's warranty claims process. Waiver of Warranty -- All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors without first obtaining written approval from the manufacturer as to scope of work and price.

Buyer's Remedy -- Buyer's sole remedy is application of manufacturers' warranties and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

ADVANTAGE SPORT & FITNESS, INC. CERTIFIED PRE-OWNED EQUIPMENT PURCHASES - Equipment parts covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: all parts except entertainment.

Equipment parts not covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: PVS, headphone jack, USB connector, iPod connector.

The 90 day warranty period begins the day the equipment is delivered to your facility. The warranty is offered directly through Advantage Sport & Fitness, Inc. There is no manufacturer's warranty implied or expressed when purchasing Certified Pre-Owned equipment. The warranty covers parts and labor costs for equipment examined and certified through our Certified Pre-Owned inspection process. Any warranty claim must be submitted within the 90 day Certified Pre-Owned warranty window. Any claim or service request submitted after the close of the 90 day window will be subject to normal service repair charges. Certified pre-owned warranties extend only to the buyer and automatically terminate upon transfer of business or equipment.

Waiver of Warranty -- All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors.

Buyer's Remedy -- Buyer's sole remedy is application of Advantage Sport & Fitness, Inc. Certified Pre-Owned warranty and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

As Available We sell equipment we have in stock, have examined and certify that the equipment meets our standards. In some situations we may not have an item in stock and cannot guarantee delivery until our stock is replenished. Certified Pre-Owned equipment will be included in a sales order that contains new equipment when the equipment is available. In the event that Certified Pre-Owned equipment is not in stock; the Certified Pre-Owned equipment will be listed on a separate sales order. Customer is responsible for paying for all equipment that has been delivered. The payment for new equipment cannot be held while waiting on Certified Pre-Owned equipment, or vice versa.

Certified Pre-Owned Means - The equipment is free of major cosmetic wear or damage. The equipment is in full working condition. Our Service Technicians have completed a Certified Pre-Owned examination of the equipment. All "wear" parts have been checked and tested for defects and are in good working condition. The function and reliability of the equipment is covered under our 90 day Certified Pre-Owned Parts & Labor Warranty. Treadmills will have a new deck surface and new running belt.

"AS IS" EQUIPMENT PURCHASES - No "as is" materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

GOVERNING LAW - New York law shall govern any dispute between the parties pertaining to this document or the equipment.

JURISDICTION Any dispute between the parties involving this document or the equipment shall be filed in Monroe County, New York.

ADVANTAGE SPORT & FITNESS, INC. DAMAGES - Advantage Sport & Fitness, Inc. shall receive actual, consequential and incidental damages, costs, interest and attorney fees if buyer violates these terms and conditions.

CANCELLATIONS - Buyer agrees to pay 25% of sales price as a re-stocking fee on all orders, plus freight charges, if any order is cancelled.

SUBROGATION CLAUSE - Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insured loss, and Buyer also agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insurance even if Advantage Sport & Fitness, Inc.'s workmanship may have caused or contributed to the loss.

ADVANTAGE SPORT & FITNESS, INC. INSTALLATIONS - When Advantage Sport & Fitness, Inc. has been contracted to do partial or full installation, only the portion of installation contracted to be performed by Advantage Sport & Fitness, Inc. is subject to labor warranty. Such labor warranty shall be in accordance with the manufacturer's labor warranty, or in the event that no such manufacturer's warranty is applicable, then the labor shall be covered by a limited 30 day labor warranty. Problems that may arise from aspects of the installation not performed by Advantage Sport & Fitness, Inc. are not covered by Advantage Sport & Fitness, Inc. for any labor charges that may be incurred.

THIRD PARTY CONTRACTORS - Advantage Sport & Fitness, Inc. may subcontract its delivery and installation obligations shown on any quotation and these terms and conditions shall apply with respect to the third party as an agent of Advantage Sport & Fitness, Inc.

EQUIPMENT PROPOSAL B

Corporate Office:	Quote Provided by:		
Advantage Sport & Fitness, Inc. 2255 N Triphammer Rd Ithaca, NY 14850-1576 Phone: (607)-257-2107 Fax: (607)-257-2221	John Marcotte jsmarcotte@advantagefitness.com Phone: 919-943-1699 Fax: 919-882-1864	Quote Date:	5/2/2022
		Valid Until:	7/1/2022
		Quote Amount:	\$6,647.45

This quote was produced for:

Ship To:

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

Bill To:

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

Erick Hutchison

Phone: 650-450-2236
Email: murabellamanager@rmsnf.com

Erick Hutchison

Phone: 650-450-2236
Email: murabellamanager@rmsnf.com

QTY	Product Number	Product Description	MSRP	Discount Price/Unit	Extended Price
		NEW EQUIPMENT PROPOSAL			
		PRECOR ELLIPTICAL			
1	PRE-SG-EFX835P31	Precor SG EFX835 P31 TB Elliptical	\$8,545.00	\$5,695.00	\$5,695.00
		Self Powered			

NOTE: Quote valid until: 7/1/2022

Estimated Delivery Date: 6-8 weeks from receipt of order confirmation

Total Discount Applied: (\$2,850.00)

Product Total After Discount:	\$5,695.00
Inbound Freight:	\$250.00
Delivery & Installation:	\$300.00
Est. Tax:	\$402.45
TOTAL AMOUNT:	\$6,647.45

Payment Terms:

50% Down to Book, 50% Due with Cashier's Check at Delivery

Customer Acceptance of Quote

Quote #: Q.000009011

Grand Total: \$6,647.45

Signature

Print Name

Date

ADVANTAGE SPORT & FITNESS, INC.
STANDARD TERMS & CONDITIONS
www.advantagefitness.com/terms

ACCEPTANCE - Buyer accepts these terms and conditions by paying any portion of the sales price.

ENTIRE AGREEMENT- This document, together with the Advantage Sport & Fitness, Inc. quotation signed by the Buyer and accepted by Advantage Sport & Fitness, Inc. (i.e. the "Quotation"), and any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements: no understanding, modification, trade custom or prior course at variance with these terms and conditions will bind Advantage Sport & Fitness, Inc. This document may only be amended in writing signed by both parties. In the case that these terms conflict with the Quotation, the Quotation shall apply, except that Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation at any time.

PRICE PROTECTION- Prices quoted are guaranteed for 30 days from the date quoted in writing unless stated otherwise. This applies to all quotes. Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation prices at any time.

DELIVERY OF EQUIPMENT All equipment ordered from Advantage Sport & Fitness, Inc. or its vendors is shipped F.O.B. Buyer's "ship to" address.

Buyer must guarantee Advantage Sport & Fitness, Inc. access to the "ship to" address on the delivery date in order to ensure proper delivery and installation.

TERMS - Unless otherwise stated, Buyer will pay a minimum non refundable deposit of 50% of the sale price. The outstanding sales balance will be due at delivery. All payments must be made by cash, cashiers check, or wire transfer. Advantage Sport & Fitness, Inc. or its agents will not accept a personal or business check unless so noted in writing on the Quotation.

DELAY IN PERFORMANCE - Advantage Sport & Fitness, Inc. will exercise its best efforts to deliver the equipment in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and Advantage Sport & Fitness, Inc. shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. Advantage Sport & Fitness, Inc. is not responsible for any delay, failure or omission due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

INSPECTION- Buyer must inspect the equipment upon delivery and provide Advantage Sport & Fitness, Inc. with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the equipment.

CLEARED AREA/DEBRIS Buyer agrees to clear an area where the equipment is to be delivered and installed. The installation area shall be clean and free of all debris, construction dust, etc. prior to the delivery date. Advantage Sport and Fitness, Inc. will not deliver into an area undergoing construction, e.g. "hard-hat" area.

INSTALLATION AREA - The equipment is designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause equipment malfunctions. Advantage Sport & Fitness, Inc. will not be liable for any damage associated with an unlevelled surface or structural movement.

MECHANICAL/ELECTRICAL/NETWORKING/VIDEO REQUIREMENTS - Unless otherwise stated, Buyer is responsible for all utility service such as electrical connections, computer and/or Internet networking connections, video connections, etc., and must secure all necessary tradesmen required for the installation of such connections. Such services must be ready prior to the fitness equipment delivery date.

PERMITS - Buyer is responsible for obtaining all permits for the installation or operation of the equipment, for any such permits required by state, local or other lawful authorities.

TAXES - Federal, state and local taxes, (unless otherwise shown on the quotation), are not included and are Buyer's responsibility. Advantage Sport & Fitness, Inc. may bill Buyer separately at any time for any such charge as Advantage Sport & Fitness, Inc. may be requested to collect or pay.

ADDITIONAL CHARGES - In addition to the open balance of the sales price, Buyer agrees to pay the following prior to delivery.

- Any actual costs Advantage Sport & Fitness, Inc. incurs transporting or storing the equipment if the Buyer fails to pay the outstanding balance upon delivery or the equipment cannot be delivered for any reason outside the control of Advantage Sport & Fitness, Inc., its agents or subcontractors.
- Any actual costs Advantage Sport & Fitness, Inc. incurs if the equipment cannot be delivered due to Buyer's error, omission or lack of preparation of the installation area.
- A commercially reasonable charge for deliveries requested outside the normal business hours (Monday-Friday), (8:00 A.M. - 5:00 P.M.) or requiring a specific start or stop time, provided that Advantage Sport & Fitness, Inc. has agreed to perform a delivery at such a time.
- A commercially reasonable charge for deliveries or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available.

NEW EQUIPMENT PURCHASES - Limited Warranty: There is no warranty of merchantability or warranty that the equipment will be fit for a particular purpose. Buyer agrees that all warranties are manufacturers warranties only, and are subject to all manufacturers limitations and exclusions. No materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc.; only manufacturers warranties apply to all sales. Warranties extend only to the buyer and automatically terminate upon transfer of business or equipment. Equipment manufacturers warranty policies, terms, and limitations only will govern warranty issues. All decisions made by the equipment manufacturers are made at the discretion of the manufacturer, not Advantage Sport & Fitness, Inc.

All claims for warranty work must be submitted in accordance with the manufacturer's warranty claims process.

Waiver of Warranty -- All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors without first obtaining written approval from the manufacturer as to scope of work and price.

Buyer's Remedy -- Buyer's sole remedy is application of manufacturers' warranties and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

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As Available We sell equipment we have in stock, have examined and certify that the equipment meets our standards. In some situations we may not have an item in stock and cannot guarantee delivery until our stock is replenished. Certified Pre-Owned equipment will be included in a sales order that contains new equipment when the equipment is available. In the event that Certified Pre-Owned equipment is not in stock; the Certified Pre-Owned equipment will be listed on a separate sales order. Customer is responsible for paying for all equipment that has been delivered. The payment for new equipment cannot be held while waiting on Certified Pre-Owned equipment, or vice versa.

Certified Pre-Owned Means - The equipment is free of major cosmetic wear or damage. The equipment is in full working condition. Our Service Technicians have completed a Certified Pre-Owned examination of the equipment. All "wear" parts have been checked and tested for defects and are in good working condition. The function and reliability of the equipment is covered under our 90 day Certified Pre-Owned Parts & Labor Warranty. Treadmills will have a new deck surface and new running belt.

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EQUIPMENT SPEC SHEETS

EFX® 835

Experience™ Series

ELLIPTICAL

Product Highlights

The EFX® 835 with Converging CrossRamp® combines essential reliability and ease-of-use with a natural, low-impact stride to add value to your facility. Design enhancements ensure easy cleaning and maintenance for you, while the unique adjustable Converging CrossRamp® technology and upper body moving handlebars deliver a total body workout for your exercisers.

Product Features

1. Handlebars

With moving handlebars, exercisers can push and pull with their upper body to achieve a total body workout.

2. P31 Console

Finally, an LED console that works harder for you, your servicers, and your exercisers. Get integrated asset management to supercharge your service techs with extra information, right at their fingertips. Exercisers will enjoy the well-placed channel or volume change controls. The black color on the P31 looks great across the full range of Precor cardio equipment.

3. Converging CrossRamp®

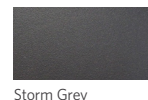
Patented converging footpath design and incline adjustments between 10 - 35 degrees, along with 20 levels of resistance, give exercisers a challenging workout with a more natural feeling stride.

4. Covered Rear Drive Housing

Experience easy maintenance with the covered ramp and rear drive housing that enable quick access for cleaning.

5. Active Status Light

Alerts staff at a glance when the EFX needs maintenance or service.



Storm Grey

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.



Black Pearl

Specifications

Dimensions (L x W x H): 80 x 28 x 67 in / 203 x 71 x 170 cm

Equipment Weight: 330 lb / 150 kg

Step-up Height: 8 in / 20 cm (pedal at lowest point)

Power: Self-Powered

Total Workouts: 15

Resistance Levels: 20

Ramp Angle: 10-35 degrees

Language: English, French, German, Italian, Japanese, Portuguese, Russian, Spanish

Network Capabilities: C-SAFE enabled
Mobile Device Charger - Standard

Entertainment: Optional - 15 in / 38.1 cm Personal Viewing System (PVS)
Optional - TV Audio Receiver

Accessories: Integrated Reading Rack
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

SCL 835

Experience™ Series

StairClimber

Product Highlights

The Precor SCL® 835 far exceeds the status quo and invites you to step up to an experience that will delight. Made from durable, high-performance parts and tested beyond industry standards, the StairClimber is built for reliability. The thoughtful design prevents sweat, dirt, and fluid ingress to deliver an ultra-smooth operation and effective cleaning in a single pass. It invites exercisers to step on and off with ease, exercise with confidence, and stay motivated with engaging content.

Product Features

Dynamic Step Control

The Dynamic Step Control™ system, with an industry-leading tolerance of +/- 0.5 steps per minute, ensures an accurate, consistent step rate, whether slow or fast, for exercisers of all sizes.

Low Maintenance Step Chain

To decrease downtime, service panels can be removed in under one minute to easily access internal components. Constructed of high-strength steel, the 428 O-ring motorcycle step chain requires no planned maintenance – simply inspect annually. Clean and lubricate only if needed.

Tested Beyond Industry Standards

The StairClimber has exceeded industry standards, withstanding over 30 different tests, conducted over 10,000 hours in the lab and field for reliability that operators can trust.

Motivating Workouts

Geographically-inspired milestone workouts entice exercisers to climb 30 well-known landmarks like the Empire State Building, or the Great Pyramid. Customizable and pre-programmed HIIT workouts designed specifically for the StairClimber offer additional motivation.

Specifications

Dimensions (L x W x H): 59 x 31.7 x 84 in / 150 x 81 x 213 cm

Equipment Weight: 375 lb / 170 kg

Power: 120 volt, 15 amp circuit

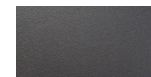
Recommended Ceiling Height: 9 ft 9 in / 3 m

Total Workouts: 10

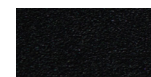
Step Height: 8 in / 20 cm

Step Dimensions (D x W): 11 in x 20.8 in / 28 cm x 53 cm

Step Rate Range: 20 to 165 steps / minute (SPM)



Storm Grey



Black Pearl

Refined colorways with dark Tungsten covers and two frame color options, Storm Grey and Black Pearl.

Language: English, French, German, Hebrew, Italian, Japanese, Portuguese, Russian, Spanish

Asset Management: Optional with Preva®Sync™ Module

Entertainment: Optional - 15 in / 38.1 cm Personal Viewing System (PVS)

Accessories: Integrated Reading Rack, Mobile Device Charger
Optional - Cable Management

Warranty: Visit www.precor.com for warranty terms.

ELEVENTH ORDER OF BUSINESS

A.

1.



May 10, 2022

Board of Supervisors
Turnbull Creek Community Development District
c/o James Oliver, District Manager
475 West Town Place, Suite 114
St. Augustine, FL 32092

Re: KE Law Group Proposed 2022/2023 Rates

Dear Board Members:

We are pleased to have the opportunity to provide legal services for the Turnbull Creek Community Development District, and we would like to take this opportunity to address our hourly rates for the fiscal year beginning October 1, 2022. According to our records, the hourly rates for the provision of legal services have increased only twice since 2004 and the 2004 fee agreement included a partner rate of \$290/hour. This letter sets forth our proposal for an adjustment in legal fees charged to the District commencing with the fiscal year beginning October 1, 2022 (FY 2022/2023). The increases are based upon our costs of doing business, the firm hiring various levels of experienced attorneys and market trends and will allow us to continue providing you with high quality legal advice. In order to relieve the burden of a one-time price increase, we propose spreading the increase over a period of 3 years.

	Current	FY 2022/2023	FY 2023/2024	FY 2024/2025
Attorney –				
Junior Associate	225	255	265	265
Senior Associate	225	275	285	295
Attorney –				
Junior Partner	260	295	305	315
Senior Partner	260	305	325	350
Paralegals	165	170	175	175
Flat Fee Meeting Attendance	1600	1700	1800	1800

For reference, the attorneys currently handling the District matters are Jake Whealdon, whose rates for FY 2023 are proposed to be a discounted rate of \$255/hour and Jennifer Kilinski, whose FY 2023 discounted rate is proposed to be \$305/hour. The firm's standard new client billing rates are \$350-\$400/hour for partners, \$275-\$300 for associates and \$170-\$195 for paralegals. Any other attorneys working for the District pursuant to Board direction would be billed at the category of discounted rates proposed above.

As we have in the past, we will endeavor to keep our fees as low as possible to you, while maintaining our professional and ethical obligations to provide service. We welcome the opportunity to discuss this proposal with you further. If you agree to this proposed fee increase, please sign below and return a copy to me at jennifer@kelawgroup.com. If you have any questions, please feel free to call.

Accepted:

Chair, Board of Supervisors

Date: _____

Very truly yours,

KE LAW GROUP, PLLC

Jennifer Kilinski

Jennifer L. Kilinski

B.

1.



April 27, 2022

Turnbull Creek CDD
Attn: Sarah Sweeting, Recording Secretary
c/o Governmental Mgmt. Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Dear Ms. Sweeting:

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

Turnbull Creek CDD

2,130 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2022.

Please contact us if we may be of further assistance.

Sincerely,

Vicky C. Oakes
Supervisor of Elections

VO/ew

C.

1.

Turnbull Creek Community Development District

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

Memorandum

Date: May 11, 2021
To: Turnbull Board of Supervisors
Jim Oliver, Darrin Mossing, Alison Mossing
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 Todd Murphy from Trimac Outdoor in regard to landscaping issues and updates.
5. Communications with Kevin from Trimac 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 Trimac Outdoor.
8. Completion of pressure washing , dead tree removal, chemical line replaced for pool, new plants for pool area pots.
9. Cut back ornamental grasses
10. Entrance upgrade and new sod around entrance area.
11. Seasonal flowers replaced.
12. New mulch and pine straw installed per contract specs.
13. New proactive modem installed at irrigation pump system.

Amenity Manager: Erick Hutchison

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily
- Cardio quotes: elliptical and stairmill
- Request permanent no parking signs around amenity center

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.

2.

Trimac Outdoor

PO Box 8699, 1880 Eastwest Pkwy
Fleming Island, FL 32006 US
(904) 505-4694
Jillf@trimacoutdoor.com
www.trimacoutdoor.com



Estimate

ADDRESS

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

ESTIMATE
DATE

5652
04/18/2022

JOB | SCOPE

Pine Straw

ACTIVITY	QTY	RATE	AMOUNT
Install 800 Bales Pine Straw to finish the Back Berm Area	800	6.50	5,200.00

TOTAL

\$5,200.00

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

Page 1 of 1

3.

Trimac Outdoor

PO Box 8699, 1880 Eastwest Pkwy
Fleming Island, FL 32006 US
(904) 505-4694
Jillf@trimacoutdoor.com
www.trimacoutdoor.com



Estimate

ADDRESS

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO

Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

ESTIMATE
DATE

5434
03/14/2022

JOB | SCOPE

Tree work March 2022

ACTIVITY	QTY	RATE	AMOUNT
Trim for canopy elevation approximately 15 feet over roadways on Live oak trees overhanging road, trim for street light clearance approximately 3 to 5 feet by roadways and in parking lot of amenities center, reduce small tree canopies back so that no branches overhang roadway. Trimming is to be done around two main entrances into community and in parking lot of amenity center. Refer to attached map for quoted locations of trimming	1	9,520.00	9,520.00
Haul organic debris from site (not including resulting chips from stump grinding, if performed) **Debris will be removed from site within 24 business hours of job completion*			
TOTAL			\$9,520.00

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

Page 1 of 1

THIRTEENTH ORDER OF BUSINESS

A.

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, March 8, 2022 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

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

Also Present were:

Jim Oliver	District Manager
Jennifer Kilinski	District Counsel
Steve Collins	District Engineer
Jim Schieszer	Operations Manager
Erick Hutchinson	Amenity Manager
Josh Fletcher	Trimac Outdoor

The following is a summary of the actions taken at the March 8, 2022 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Dickenson stated my wife and I are in favor of implementing security cameras.

Mr. Oliver stated Florida Statutes dictates that discussion of security matters should be considered exempt and confidential. For tonight's meeting, although we will certainly take public comments regarding security cameras, we will move this item to the end of the agenda so that after consideration of the consent agenda, we will excuse the audience and the board will have a

confidential session regarding security matters. Any decisions by the Board will be after we resume the regular meeting and members of the public may rejoin the meeting at that time.

Mr. Jacobs stated we had complaints from some homeowners of not being able to get up to the amenities recently when there were quite a few games going up here and they were under the impression that these were not local teams from within the community. I want to know if that was the case.

Mr. DelBene stated it was Ancient City Soccer and it was both residents and whoever else made up the team.

Mr. Jacobs stated last month someone sprayed the berm to kill the weeds behind me and whatever they sprayed didn't work. Last time they put down pine straw and the tractor trailer was out here, but they never did our area, the back section of Cascadia on the berm. I went out and bought 20 bales and put it down and it was not enough so next time I would appreciate it if someone came down the berm at Cascadia and put some pine straw down.

A number of trees are dying and a number of the hollies have a disease and need to be treated. There are three behind my house and I have been treating them but it is not just me. We have bare spots and we have a new company that took over not long ago and I have seen them working, but we really need to get down some new sod. The homeowners are getting letters about their lawns and people complain about the CDD property not looking very nice.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2022-04 Election of Officers

Mr. Oliver stated next is consideration of Resolution 2022-04 election of officers. As I understand it this district elects officers on an annual basis.

Mr. Wing nominated Diana Jordan-Burks as chairperson and there being no second the motion died for lack of a second.

On MOTION by Mr. Labanowski seconded by Mr. Vencil with four in favor and Mr. Wing opposed Chris DelBene was elected chair.

On MOTION by Mr. Wing seconded by Mr. DelBene with four in favor and Mr. Vencil opposed Diana Jordan-Burks was elected vice chair.

Mr. Oliver stated also on the same resolution, Ernesto is shown as secretary and treasurer and he is no longer with the district. He should be removed from those positions. I ask in the interim that you add my name to serve as secretary and treasurer so that I can execute documents on behalf of the district.

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor James Oliver was elected secretary and treasurer.

Mr. Labanowski asked what period of time are we talking about?

Mr. Oliver stated that will hinge somewhat on an agenda item to be discussed later in the meeting, the RFP for district management. I'm happy to serve in that position, but if the board selects a new management company the incoming firm will designate someone else in that position.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Landscape Manager (Presenter: Trimac)

1. Inspection Checklist

Mr. Schieszer gave an overview of the work accomplished and landscape enhancements completed since the last meeting and the work to be done within the next few weeks.

B. Engineer (Presenter: JMT)

Mr. Collins stated we have been working on encroachments into the district's easements.

Ms. Kilinski stated staff has been working on a few things. One is the survey that we got back a few weeks ago regarding 1888 and 1893 South Capper Drive as well as an aerial of the property of other potential problem areas so we had more of a holistic review of what we are dealing with as it relates to impervious encroachments into district easements and district property. We are not necessarily talking about fences, we are talking about brick pavers, pools, lanai's that sort of thing. Briefly, the two that you authorized a survey for, the survey demonstrated for 1888 that there is a brick patio as well as planters that encroach not only into district easements but also into district property. After talking to JMT as well as the onsite contractor, the middle patio is causing ongoing erosion issues and causing impairments to the district's stormwater facilities so

that patio needs to come out. Also that patio needs to come out because your contractor can't finalize stabilization of the pond bank without that patio being reduced. Before Ernesto left he had engaged with the resident and we are waiting on two different proposals, one was for removal of the center patio, which was \$1,700 from the contractor, the resident requested that we ask a contractor how much it would be to do that work while he is mobilized. The other was for removal of all the impediments into district property. We need the patio removed but the board may also direct us to say we want everything removed that is in district easement and on district property because they were not authorized to be constructed there, and that estimate for that was \$2,678.

The other one also has impervious areas into the district's easement. They are not currently causing ongoing erosion issues or impairments to the district's property, but clearly they are within the easement area without authority.

We also identified seven other properties that appear to have improvement encroachments. Those are subject to survey, but based on JMT's aerials, it looks like these seven homes also have impervious improvements that are also within stormwater easements.

There were twelve other properties with home structures that encroach onto drainage easements between houses.

We wanted to bring this all to you for two reasons. We have the immediate issue of the patio and we need to have that removed, the contractor has told Steven that if we don't get it removed pretty quickly he is going to have to demobilize and charge us a remobilization fee. He is waiting for that removal in order to complete the project. That is mission critical.

Mr. DelBene asked along with your recommendation why are we not also sending this same letter to the HOA, which would have approved these plans and making sure that if the homeowner balks, the HOA is responsible as well. This is a pool, patio, deck, planters that all should have been approved by the HOA.

Ms. Kilinski stated any time we have an easement access issue that is also an architectural control potential dispute, we would send a letter.

Mr. DelBene stated I want to make sure the HOA gets a copy of the letter as well as a copy of the bill in the event the homeowner balks.

Ms. Kilinski stated what we need from the board tonight is a couple things. One, is for the purposes of the 1888 South Capper Drive when we presented the revised proposal to the homeowner they requested the district share in the cost of removal of the improvements. Keep in

mind the survey was \$1,500 and the board directed us to ask the homeowners to share in the cost of that survey if there were impairments so that is \$750 for each of these homeowners. What I provided to you is a draft of the letter and draft of the encroachment agreement and we are recommending for purposes of 1888 to ask them for reimbursement for half the survey, ask them to pay the cost to remove the patio within a specified timeframe and giving them an encroachment agreement that would then allow them to keep the other improvements on district property with an encroachment agreement that says you are on notice, it is recorded against the property you can keep those improvements there but if there is an ongoing issue that presents itself that impairs the district's stormwater facilities you agree to remove the improvements or the District is permitted access to remove the improvements at their cost.

Mr. DelBene asked does anyone have any objections to the encroachment agreement, to the encroachment letter, to the encroachment plan for the \$750 the letter to the homeowner, them paying all the costs of removal of those items as well as sending the letter to the HOA to make sure it is on record?

There was no objection from the board.

Ms. Burks asked when you send the letter to the HOA are you holding them responsible for approving that structure?

Ms. Kilinski stated the point of doing that is to notify the HOA of the ongoing issue and that they are on notice that there are encroachments into the property and the district is holding anybody responsible for unauthorized structures in the District property and easements but the district. We didn't bless it, it is in our easement, we didn't grant access. We have this issue in other districts and we have always told residents to the extent the resident has an application that shows the HOA approved it or you find out that they did, the resident should look to the HOA, not the District, for the costs associated therewith. We need to be made whole, we need to have the impairments remedied so that we can have erosion control for the benefit of the entire community and if you want to get reimbursed for the amount you are incurring to remove those improvements, then seek redress with the HOA.

Mr. DelBene stated the only thing I don't see in the letter is a timeframe and I know time is of the essence here. For the 1888 within a week we are going to be delayed, if they have to remobilize that is not something we need to incur. The letter needs to include that they need to secure a contractor to perform the work prior to the contractor moving away from our project or

our contractor will do it by X date and that date needs to come from the contractor. If they don't have it done by that date the contractor can step in and do the work.

Ms. Kilinski stated the problem is exactly that part. I think the "or" has to be we are going to seek an injunction and hold you responsible for any mobilization and attorneys' fees associated with seeking that injunction. Because there is some case law regarding that issue, the idea is that we want a court to tell us we have the right to go and remove that because it is impacting our infrastructure. We want to put the District in the best position by securing an injunction that has a court behind our removal if they do not comply with the letter request.

Mr. Wing stated I would still like to see some stronger language for even the other homeowners that are going to get a letter that says, you have things in the easements and we are not going to make you take it out right now but if there is an issue with erosion, etc. you are going to be responsible. In the past when we did pond bank repairs and there were issues that looked like it was the homeowners' issues the engineer's said he can't be 100% certain. I don't want to have to go through litigation. If it is clearly in the easement it is not supposed to be there I would like them to take responsibility for that.

Mr. DelBene asked are you talking about the 7-12 properties or the two properties?

Mr. Wing stated 7-12.

Mr. DelBene asked are we sending them those letters without confirming with surveys?

Ms. Kilinski stated that is the other decision for this Board. The other part of the decision is exactly that so for 1888 we have clear direction about how you want us to approach that. 1893 the question is we have a survey, there are impairments not causing ongoing erosion control issues right now. Our recommendation is because of the types of improvements that are there and the length of time they have been there that you do the same thing, offer them an encroachment agreement in consideration of keeping it there and what Supervisor Wing just said, if anything happens you are going to be responsible for repairing it and not litigate it.

Mr. Wing stated we have been pretty tough so far not filling into easements and I don't want this board to be accused of having a double standard.

Mr. DelBene asked since two surveys was \$1,500 how much is it for the 19 properties?

Mr. Collins stated probably comparable.

Ms. Kilinski stated we could still send a letter and say, we believe that you have an encroachment, here is the agreement you are going to sign. If we do a survey we are going to

charge the cost back to the homeowners if there is an encroachment, which we believe strongly that there is. You could still approach it that way because we are not asking them to remove anything if that is the direction of the board. Once we ask them to remove something I would get a survey. This has nothing to do with fences, which is a whole other issue we haven't even gotten into that analysis yet. This is all pools, pavers, impervious improvements.

Mr. DelBene stated because we haven't confirmed it with the survey we are not on notice that they are encroaching on our easement, correct for the seven homes.

Ms. Kilinski stated I would argue we are on notice because we have an aerial.

Mr. DelBene stated for any property that you believe we are on notice for, the safest option is to send those letters.

Ms. Kilinski stated the only thing these notices will do is you are going to record an encroachment agreement on the property so a future homeowner is on notice.

Mr. DelBene stated the last paragraph about the information being helpful, you might want to bold that and highlight your contact information because I think we are going to have 19 homeowners calling you, if you have questions or concerns regarding this agreement please contact us at this number.

Ms. Kilinski stated we have this coming from the district manager, that is still my preferred route except in the case for saying we are getting an injunction that will come from our office.

Mr. Oliver stated we will send the first one the next one comes from the attorney.

On MOTION by Mr. Wing seconded by Mr. Vencil with all in favor the form of letter and encroachment agreement as revised with stronger language was approved.
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Mr. Collins stated I have been coordinating with the contractor. Some people were concerned that there is a drop off to the construction they are doing right now. The contractor told me that since they did not ask anybody to remove their fences to access the easement they had to build a roadway first. They are planning to do the remainder of the grading when they have the erosion control product in place. A photo of the erosion control product is in your agenda and it is not exactly as I explained to you before when I said we were trying to get geomat, this is geogrid however it is what they included in their proposal and I think it is still going to be a functional stabilization, it is still going to be protected from UV being underneath the sod and should last

many years. When we got the quote from Boudreaux I was surprised how low it was in that the price for pond bank repair we find it usually in range of \$55 to \$60 per linear foot and that is just for pond bank repair and sod. The cost they gave us is about \$44 per linear foot and you are getting the geogrid product as well, which cost them about \$20,000. They told me the other product would cost \$110,000 prior to their mark up and labor, in other words it would more than double the price of the entire project. It will be trenched in and the sod is rolled sod and has some plastic reinforcement as well. I still think it will provide a functional solution. It is not that you are not getting anything that you paid for because what they are providing is what they proposed.

Mr. Labanowski stated they quoted St. Augustine sod but they are putting in Bahia and we should see a lesser price for that.

Mr. Collins stated I will talk to them about that.

Mr. Schieszer asked are they going to put in the entire area they are covering because they are putting very little dirt because it is not necessary. Will they put sod on that?

Mr. Collins stated it is my understanding that anything they are disturbing they have to resod.

Mr. Labanowski outlined some areas of concern with storm drains and sediment going into those drains on South Sorrento, Amalfi and South Cappero.

Mr. Collins stated they should have cleared out the dirt but you want that, they put Geotech style fabric on top of the drains to stop the mud. They should come in and clean it out after a rain event.

Mr. DelBene stated if there are hiccups on the project someone needs to relay that to the chair and the board separately. We need to get an estimated completion date and if there are any delays and how far it pushes that date.

Mr. Collins stated I just texted him and he said it should be finished before the end of the month pending the issues with the patio.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-05 Instructing St. Johns County Supervisor of Elections to Conduct the General Election

Mr. Oliver stated next is Resolution 2022-05 instructs the supervisor of elections to conduct the general election. They conduct it every two years.

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor Resolution 2022-05 was approved.

SIXTH ORDER OF BUSINESS**Consideration of Amendment to Vesta Agreement for the Use of District Basketball & Soccer Facilities Regarding Insurance Coverage**

Ms. Kilinski stated district staff got a request from Vesta, the original agreements for these amenity operations is for abuse and molestation insurance coverage of \$5 million coverage. Their insurance carrier is requesting us to reduce that to \$2 million per occurrence and \$3 million aggregate. I'm perfectly comfortable given the scope of their services here, they are also required to adhere to our youth policy guidelines, require background checks for all volunteers and onsite personnel for all their amenity operations to reduce that amount.

Mr. DelBene stated if Ancient City has no problem with getting \$5 million in insurance coverage then Vesta shouldn't either. Ms. Kilinski stated Vesta is the only one with insurance coverages at this level, which has been in place since they were on site. She explained it carried through Vesta's amenity management contract scope.

Mr. Labanowski moved to table this item.

Ms. Kilinski stated later in the agenda they want to extend their soccer season and if we are tabling this we wouldn't enter into a contract with them for a season that is starting if they don't have the right coverage. If they don't have the same coverage limits is there a different direction from the board between now and the next board meeting to allow the soccer program or do you just want to table their permission to use the field until we get this cleaned up?

On MOTION by Mr. Vencil seconded by Mr. Labanowski with all in favor the request for an amendment to the agreement with Vesta for a reduction in insurance coverage was denied.

SEVENTH ORDER OF BUSINESS**Discussion of RFQ for District Management Services**

Ms. Kilinski stated a couple supervisors asked that this item be added to the agenda. To give you background, you have rules of procedure that provides the way the district bids certain

projects, contracts and the like. District management is not one of those that you have to formally bid but our normal course of business if that is the desire of the board to go through a formal bid where you have presenters come and have the proposals.

Mr. Vencil stated the alternative to that is an extension of the agreement at the existing rates or what percentage increase?

Ms. Kilinski stated I don't think there was a proposal. The contract is with GMS.

Mr. Vencil stated so it is not expiring?

Ms. Kilinski stated no, it is like our contract, it is a continuing services agreement that you have the right to terminate with 60-days notice.

Mr. Wing stated we have not bid this particular contract in a number of years. We have bid attorneys, engineers, landscapers, I think it is time to ask for bids, ask for qualifications.

Ms. Kilinski stated GMS has been here since the district was established. You went out in 2017 and got proposals and authorized moving forward with GMS. We had updated the agreement, I just can't find that it was ever executed, it is the same scope of services, the same price. They have been here since 2005.

Ms. Burkes stated I would like to go out and see what is out there.

Mr. DelBene stated I was speaking to Charles at Sweetwater Creek and when this question came up regarding the RFQ did GMS provide their community a roughly 18% discount on their services?

Mr. Oliver stated I offered a fee reduction to that board, yes.

Mr. DelBene asked was it your intention to offer that to this board?

Mr. Oliver responded we will review the request for proposals document when received from counsel and make a decision how GMS is going to respond to the request.

Mr. DelBene stated you had a contract with Sweetwater Creek and when they decided to discuss an RFQ, you offered them 18% cut on the current contract.

Mr. Oliver stated I didn't state the fee reduction as a percentage, but as a specific dollar amount. The 18% may or may not be accurate. That is not my calculation.

Mr. DelBene asked why is that not on the table for us?

Mr. Oliver stated you are already discussing go out for proposals. It was your decision to add it to the agenda. We are going to let the proposals come in and you can evaluate the proposals

and determine whether or not you want to retain our contract or go with a new management firm. I'm not going to negotiate against GMS tonight. I prefer to allow the process to move forward.

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor staff was authorized to start the RFQ process for district management services.

Mr. Wing asked what is the timeline for that?

Ms. Kilinski stated we will make them due well in advance of your next board meeting, just to get feedback from the board how you want it handled. We usually run through our office any proposals we receive and how you want the presentations conducted. Do you want to have a time for presentation and questions? Then 10 minutes for presentations and a limited questions and answers.

Mr. Oliver stated you will probably want to make a selection at your next meeting because you have budget season coming up. You may want to have a special meeting sooner than May. You have two big items on the table right now with pond bank erosion repairs and encroachments matter. With all these letters going out to residents, you can respond to these matters sooner rather than put them off for two months. You can handle this RFP for management services sooner, also if you select a new management firm, they will have the ability to go through the budget process with you.

Ms. Kilinski stated you could meet April 12th and that would be on your regular schedule.

Mr. DelBene asked is this published in the paper?

Mr. Kilinski stated I wouldn't for this service, we know all the district management companies that exist, there are not a lot of them and we will reach out to them individually and solicit proposals.

On MOTION by Mr. Labanowski seconded by Mr. Vencil with all in favor a special meeting was scheduled for April 12, 2022 at 6:30 p.m. in the same location.

Mr. Wing stated I ask that you send us each a list of the companies you are sending it out to.

Ms. Kilinski stated sure.

EIGHTH ORDER OF BUSINESS

Staff Reports (Part 2)

A. Attorney - (Presenter: Jennifer Kilinski)

Mr. Labanowski asked in regard to property that Flagler has, how hard would it be for them to give us property?

Ms. Kilinski stated Mr. Labanowski is referring to the entry monumentation may or may not be on district property it may be on Flagler property. We will try to confirm that.

Mr. Labanowski stated there is another piece of property that we maintain and that is the pond bank right here, the very end of the pond bank on Murabella Parkway. We have been maintaining that forever, it goes up to the third oak tree going east and goes at an angle to the corner and right in the middle of the firehouse driveway. I'm wondering if we could talk to them as well about maybe donating it. I understand they may have needed it when they were building the facility but they may be able to turn that over.

Ms. Kilinski stated it would be shocking if we built improvements on somebody else's property, but given our experience with the light pole and the county building improvements on district property, nothing would surprise me. Let us confirm the property ownership. We can also add that to the April agenda for an update and what your options may be, even an easement would be our recommendation on the big one.

B. Manager - (Presenter: Jim Oliver)

There being none, the next item followed.

C. Operation Manager – (Presenter: James Schieszer)

1. Memorandum

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

Staff will get an estimate for pine straw for the back berm and budget for that area in the future and identify all areas that get mulch and pine straw.

D. Amenity Center Update (Presenter: Erick Hutchinson)

1. Memorandum

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

2. Fireplace Proposal

No action taken on this item.

3. Karate Program

Mr. Chomic stated we started a martial arts studio and are looking for a venue to open here in the Murabella area. I talked to Erick about giving back 10% of the income and I think that is fair. We proposed to start April 11 at 5:00 p.m. and set up the classroom from 5:30 to 8:00 p.m. and from 8:00 to 8:30 I would clean up. He said the Gift of Dance is leaving May 26th from 6:30 to 8:30 and that venue would be open as well and I would like to take that day as well. It will be Monday, Tuesday, Wednesday from 5:00 p.m. to 8:00 p.m. set up from 4:30 to 5 and from 8 to 8:30 we will clean up.

Ms. Kilinski stated we have our typical license agreement that we draft that requires waivers and acknowledgement that you are participating in an exercise type activity.

On MOTION by Mr. Vencil seconded by Mr. Wing with all in favor the request for a karate program two nights a week was approved for a period of six months that could be extended upon evaluation.

Proposal for Summer Camp

Coach Frank stated I have my license and certifications and I provide after school daycare, spring camp, summer camp. I'm running a summer camp in Heritage Landing where I reside. I would like to provide a summer camp here, Monday to Thursday 8:00 a.m. to 3:00 p.m. and work around schedules you already have. We are looking at 30 kids and offer only to Murabella families for a certain amount of time. We could advertise to get people to sign up for four weeks and the first two weeks would be only Murabella. My niche is youth sports, learning sports, tennis, basketball, soccer, flag football and we would like to utilize one of those spaces on a scheduled basis so it doesn't interfere with residents. I have special equipment that only uses half a tennis court, one side of a basketball court. The kids would have to bring their own snacks, a four-week period from June 6th to July 1st.

Mr. Hutchinson stated the concerns are the parking situation, during inclement weather coming inside could interfere with another program. I do have concerns, but at the same time my obligation is if something is presented to me to let you know what is going on.

Mr. Vencil stated June and July it is going to rain and there will be times when this space might be free, there are going to be times it is not free and it is raining. Is the contingency plan to use the covered space outside?

Mr. Hutchinson stated if we get thunder or lightning it is shut down.

Mr. Vencil stated after two or three days of rain the outdoor facilities are unusable.

The board rejected the proposed summer camp.

Fighting Turtles

Ms. Buchanan stated we have had this program agreement every year. We have had similar discussions regarding this agreement every year. I want your feedback on requested contract changes because some are larger deviations from what we require in other vendor contracts. We have had a discussion about the number of lanes left open for resident swim when the Fighting Turtles are using the space and two years ago we had one lane use then more than a couple residents doing lap swimming and we allowed for a second lane. Last year we added the two lanes all the time being open and the swim team indicated that very rarely got used and they are requesting that we have one lane open at all time for residents and if there are additional lap swimmers they will collapse and allow for two lanes. The second one was remission of revenue. Last year we had a discussion going into the swim team season them being alarmed about the 10% of gross revenue. We talked about that and waived it and you said next time put it in the agreement so it is in the agreement but they are asking because of their revenue shortfall that you consider waiving the revenue requirement. The last part is the team size. We vacillated between 90 cap during Covid to 125 to 150 over the years.

The board discussed the size of the swim team, the number of lap lanes open to residents and the 10% revenue sharing, parking, number of participants, 150 is fine, 10% shared revenue on registration fees.

On MOTION by Mr. Labanowski seconded by Mr. Wing with all in favor the agreement with the Fighting Turtles was approved for the swim season that includes a 10% revenue sharing on registration fees,

maximum 150 participants, two lanes open at all times to residents and if no one is using the second lane the swim team can use that lane.

Gift of Dance Proposal, Line Dancing

Mr. Hutchinson stated this is the same owner as Gift of Dance and she is trying to expand what she does and is asking Tuesdays from 9 a.m. to 10 a.m. starting April 5, 2022. It will be open to all ages, \$10 per class

On MOTION by Mr. Labanowski seconded by Mr. Wing with all in favor the request to have a line dancing class was approved.

4. Amenity Athletic Winter Flag Football, Spring Soccer, Spring Basketball, Summer Flag Football, Fall Soccer, Fall Basketball, Winter Flag Football (2023)

Mr. Hutchinson stated my understanding is we have denied amenity soccer because they are not willing to do the \$5 million in insurance. They are basically trying to take over our community with every type of sport. The proposal is for winter and fall, flag football, basketball and soccer.

Mr. Vencil stated they have already taken registrations and they will pay the insurance. I cannot see a situation where they balk. They came to us to see if they could get a deal and we said no and they are going to pay for the \$5 million coverage.

Mr. Wing stated let's approve the spring ones they have already started registering people, the soccer, basketball contingent upon they put their insurance back to where it was. We can table the rest because there is no hurry on those until we know what they are going to pay the insurance for.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the proposal for soccer and basketball programs for spring and summer flag football were approved subject to the insurance being \$5 million.

Mr. Labanowski asked has anyone talked to Flagler about overflow parking and if not I suggest we do that.

Mr. DelBene stated the schedule for Ancient City Soccer doesn't make sense to have all teams practicing at the same time.

Mr. Hutchinson stated I thought it was going to be staggered and that is why we have a meeting set up.

Mr. DelBene stated they were parked by the mail kiosks and no one was managing the parking that is in their agreement and unless they feel like breaching their agreement we can shut them down for the year.

5. Alpha Dog Proposal

This item tabled.

NINTH ORDER OF BUSINESS

Public Comments and Supervisors Requests

Mr. Dickinson stated I want to comment on the report the engineer gave about the pond banks. I heard a lot of comments from the board, Chuck mentioned about the pond banks and rain and dirt falling into the pond. We live on the pond and that is what we see. Dirt is going into the pond after it rains. I'm also seeing how it is fixed, and refixed and I don't know how that fits into the timeline but that is what we see happening. Since the beginning of the project I wondered why it wasn't done in sections. Did the contractor hire a contract manager to oversee all of this? The other concern is the change in material, from geoweb to grid webbing and he said it should function. Who is going to be accountable if this doesn't work? Is the grid webbing going to do the same job as the geoweb was supposed to do? I would have liked to ask him questions directly and I can't speak directly to who I want to.

Mr. DelBene stated I understand your concern. The reason the meeting is set up this way is because if we had it open comment after every agenda item we would have a six hour meeting. The engineer is paid by the hour and that is why he leaves after his report. I looked up geogrid and geoweb while he was discussing it and it is used for erosion control purposes on steep slopes. At no time did they mention geogrid and we rely on our engineer for his expert opinion. We need to go back through the minutes and the engineering firm has to be held accountable if that project fails.

Ms. Kilinski stated the substantial and final completion for this project are required for payment of the remaining 50%, paid as 30% and then 20% and one of the things we may want to

recommend is have an engineer's certificate that certifies the district got what it bargained for and also the project is going to meet the expectations and parameters of the contract. I have to think how to draft that and whether or not they would sign it or not but that is something to ask Steve about. You haven't paid for what you thought you were getting, but you would have maybe made a different decision had you known you were getting an inferior product. At this late in the budgeting cycle if it is going to another \$150,000 you don't really have a great option available to you. According to Steven, the plans call for what you thought you were getting but the contractor's bid had what we didn't think we were getting and he didn't realize the disconnect between those two things until now.

Mr. DelBene asked since we just found about this tonight, can we have the engineer for our April meeting? In the meantime we all want to know if they will warrant the product for longer. We are going to have additional questions to make sure the geogrid is compatible with the fill that was already bid. We have additional questions for the engineer and if the contractor can be here that day, that would be great too.

Mr. Schieszer stated there was a disconnect between the two because when I told him what we received he said it is going to be an inch thick geogrid. That is what he expected.

Mr. Wing stated if the specs said Geotech and the contractor came back with geogrid, I assume the engineer reviewed that bid.

Ms. Kilinski stated as I understand it, it was in the bid specs, it is what JMT bid out. He admitted he just missed it in the contractors response. If you want to get the right materials in there, there is a cost differential that per JMT is quite high. We haven't paid for anything we haven't gotten but it is not what the District thought the project was going to include. To ensure the project is done right at this point in my mind, given the uncertainty, the Board could consider retaining another engineer just to review the project. Clearly there are communication gaps in contract administration issues but having somebody from this point forward to ensure the fill is of the grade it is going to be and the project meets industry standards, and do not get me wrong Steve has been awesome to work with and responsive to questions, if I'm looking out for the district we may be at the point of having an independent engineer come in and say here is your project, here is the grid/stabilization materials, here are the problems, let me see what this contractor is doing to make sure that you are getting the straight answer. I have been here for five years and all I have heard is the extensive erosion control issues. Having an independent engineer come in and tell

you what the situation is even if it is a few extra thousand dollars would be something that I recommend at this point.

Mr. Wing stated I wouldn't want to spend any money, but I understand what you are saying. The bigger issue too is how soon could you get an engineer in? If it delays the project does that mean the contractor is going to charge us because he got stuck?

Mr. DelBene stated if it does delay the project that is not our expense.

Ms. Kilinski stated the alternative is if they are willing to sign something that certifies that it is going to last for 10, 15, 20 years then maybe you are okay, then we feel comfortable with that.

Mr. DelBene stated they already said it would be done in March so going into April we would have to tell them to stop working. In my opinion we go the certification route and if they say no to that then we tell them to stop working until we can get an independent analysis of the proposal that is in front of us with their geogrid versus what was presented to us as geoweb.

Ms. Kilinski stated ideally a board member would be appointed to work with us in drafting that certification. Again, this is very technical so the certification in my mind will have maybe offline consulting with the engineer to see if they can help us tee that up but it is the filler, it is the actual grid, it is the slope of the pond bank, making sure that whatever is being done here is going to last for the amount of time that was represented to the board. At the time we bid the project. We can go back to the minutes and recordings to make sure that we have that accurately reflected, but I would like to have a board member work with us on the certification.

Mr. DelBene asked do you mind if I do that one? The reason I am volunteering is because I signed that contract. I will contact them tomorrow for that certification because I don't want the engineer reaching out to them saying we got the go ahead and then rolling that out and then it doesn't meet expectations.

Ms. Burks asked how do we alleviate the situation because we paid the engineer to make the best decision for us and now if we have to get another engineer to look at this, I think that process was flawed. If we are paying them there should be recourse, they have to do what we are paying them to do.

Ms. Kilinski stated I think that is part of the certification process, if JMT is willing to put their company name on a certification that attests to the district that it is getting what it bargained for even though it is not the same type of geoweb that we anticipated getting. The second part of that is if they are not willing to sign a certification understanding why that is and then essentially

engaging another engineer. What you are suggesting, which I don't disagree with but still processing all of the pros and cons to each approach is, can you go back to JMT and say because we are hiring an independent engineer, because we should have known about this three months ago our backs are against the wall you need to pay this cost. I think that is something we can talk about and ask for. I was shocked today when we realized there had been that disconnect. That is something we can put on the table for sure.

Mr. Vencil stated regarding parking, I don't if we can address the addition of parking in the community. We can't run our programs without a parking issue happening every time. In our current contracts that puts the burden on the organizations to figure out something else, but in practice it is going to put a lot of additional stress and complications on members of the community participating in the programs. I would like to see if additional parking can be created to alleviate this situation. It may be appropriating some of the Pescara area and expanding the parking.

Mr. Labanowski stated I would like to add a few items to the next regular agenda under "unfinished business", San Marino grass area, San Marino drainage, Pescara drainage, and West Positano mail kiosk drainage. I also recommend that Erick approach Flagler about overflow parking.

TENTH ORDER OF BUSINESS

Approval of Consent Agenda (Presenter: Jim Oliver)

- A. Approval of Minutes of the January 11, 2022 Meeting**
- B. Balance Sheet as of January 31, 2022 and Statement of Revenues & Expenditures for the Period Ending January 31, 2022, Month-to-Month Income Statement, Assessment Receipt Schedule**
- C. Approval of Check Register**

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

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – May 10, 2022 at 6:30 p.m.

The board took a short recess after which they reconvened and conducted a shade session dealing with security matters, took no action and directed staff to add the shade session for security matters to the end of the April 12, 2022 meeting.

On MOTION by Mr. Vencil seconded by Mr. Labanowski with all in favor the meeting adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

A special meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, April 12, 2022 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

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

Also Present were:

Jim Oliver	District Manager
Jennifer Kilinski	District Counsel
Steve Collins	District Engineer
Jim Schieszer	Operations Manager
Erick Hutchinson	Amenity Manager
Eric Dailey	Halifax Solutions
Carol Brown	Rizzetta & Co.
Scott Brizendine	Rizzetta & Co.
Melissa Dobbins	Rizzetta & Co.
Howard McGaffney, David McInnes	DPFG
Bob Koncar Janice Davis	Inframark

The following is a summary of the actions taken at the April 12, 2022 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 6:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS**Consideration of Management Proposals**

Representatives of Halifax Solutions, Rizzetta & Co., GMS, Inframark and DPGF gave an overview of their background and proposals followed by board questions then after board discussion Rizzetta & Co. was ranked no. 1 with 8 points, DPGF no. 2 with 9 points, GMS no. 3 with 14 points, Halifax no. 4 with 21 points and Inframark no. 5 with 23 points.

On MOTION by Mr. DelBene seconded by Mr. Wing with all in favor Rizzetta & Co. was selected to provide district management services and the contract with GMS will terminate in 60-days.

FOURTH ORDER OF BUSINESS**Update Regarding Pond Bank Repairs/Consideration of Options for Same**

Mr. Collins stated we did not do an inspection every week but did do one this week. Some of the gullies are growing but Boudreaux is willing to regrade those and they have done that a couple times already. They are waiting for a decision from the board.

Mr. DelBene stated we are waiting on a decision from them about the refunding of the product.

Mr. Collins stated they have indicated that they cannot give a refund.

Ms. Kilinski stated you probably saw the communication that I sent out regarding that particular issue and want some assurances about mobilization, finishing the project and specifically the materials. I have talked to Steven a little bit, he saw Boudreaux's response, I was also hoping they would be here to answer some of these questions about other options. This project started with an informal RFP so it wasn't over the bid threshold that specified certain types of evaluation categories. It appears that Boudreaux's didn't realize what materials were required in the plan specifications and the materials they bid, which differed from the plans, was missed during the review of the RFPs – as Steven told you last time, Boudreaux's bid with that are inconsistent, as I understand it, with what was required. As you heard at your last meeting the materials that were delivered were not those that we expected to be put into the project and we also heard that it was likely that those materials would work. After that Steven called the supplier and the supplier said these materials are not appropriate for the use for which we intended them, namely on sloped banks. James Schieszer provided a summary of our options as it relates to the materials that have been delivered. My position as your legal counsel is the district relies on its technical experts to determine the materials that are to be used in this pond bank erosion project. I don't expect you

to know that, we have to rely on experts to tell us what should be used for the purposes for which we bid the project. The fact that materials were delivered that can't be used for this project, cannot be used for any future district project, I don't believe the district should have to pay for those materials, nor eat the costs related to installing the same. It should be between the engineer and the contractor. My concern is how do you get this project done quickly and with material that is going to actually stabilize the pond banks for the foreseeable future. Steven has provided some alternative options and we talked about whether these materials here maybe shouldn't be used for sloping or not as good for the slope but if they could be used it would be an enhancement over the sod and I think we can discuss some of those options but as it relates to materials that have been delivered I don't believe the district should have to pay for those and I think the option is we go back and say we are not paying for those materials, will you still complete the project, which was the intent of my original letters to all parties. We were looking for contractor adequate assurances. You can also try to find another contractor, the problem with that is going to be that you are going to get up-charged significantly – which may be chargeable against the current contractor but as you all are aware, legal battles are not inexpensive. You have pond banks that are currently eroding they are going to charge you for backfilling so you are better off trying to figure out a solution with the contractor that is mobilized if it is practically feasible and gives you a good final product. As it relates to materials that is absolutely my position. I feel very strongly about the district's position if we had to litigate it or file claims against it I feel very strongly about the district's position on that issue. That doesn't resolve the ongoing issue of the pond still not being completed, which is something we need to resolve this evening if we can.

Mr. DelBene asked Steven, what is your position with JMT eating the cost?

Mr. Collins stated I was told to speak with you in terms of recommendations from an engineering perspective, but I can't speak to that. However, I do not think the District will end up paying for the cost of the materials, I can say that.

The board discussed the quality and suitability of the fill that was delivered, the \$24,000 for the mat material that was delivered and unusable, responsibility of each of the parties, material deposits in bid, differences in the bid and the contract, pros and cons of trying to hire a new contractor, payment provisions within the contract, volume of water in the pond and flood capacity, buried storm inlets, environmental testing of fill, type of sod, options to complete the work on the pond bank.

On MOTION by Mr. DelBene seconded by Mr. Vencil with all in favor the environmental testing was approved at an anticipated cost of \$100 per sample, not to exceed \$600.

On MOTION by Mr. DelBene seconded by Mr. Labanowski with all in favor the two walk throughs, the environmental testing, and an amount not to exceed \$1,500 for the survey prior to the sod being laid was approved.

Mr. DelBene stated if we can arrange that with Boudreaux to occur before the sod gets laid, that way we can determine if it is actually four to one, but that is the plan now.

Mr. Collins stated I will talk to Geomatic who did the recent survey for us or Carlson but both of them told me how busy they were.

On MOTION by Mr. DelBene seconded by Mr. Labanowski with all in favor Option 2 of the alternatives and the \$24,000 deposit for material (sod) was approved.

Mr. Labanowski asked how fast can all this happen?

Mr. Collins stated we can collect samples tomorrow and mail them off to the lab.

Mr. Labanowski stated we don't have to wait on the testing of the soil, we can go ahead and get the project finished. Am I correct?

Ms. Kilinski stated if that is the direction you give.

Mr. DelBene stated that is the direction. If it comes back that it is contaminated with diesel then they have to redo it.

Mr. Labanowski asked two weeks?

Mr. Collins stated he told me it would be really fast. He said the sod contractor can deliver the sod within days and it would take them probably a week to install it, but they have to regrade first.

Mr. DelBene stated with that timeline when he contacts you regarding when the fill gets put in, if you could get with Jeremy and with Jim so we can arrange that first walk through so you can both verify that there is no issues with garbage being in the fill as well as that ledge you said they created making sure it is down through the water line.

Mr. Vencil stated as any of these projects go forward I strongly recommend that we have someone designated as the project manager, because we have asked a lot of people to have different responsibilities as far as managing this situation and having one person who is the project manager who is calling the shots and who is empowered to make those decisions, would have probably made this a little less stressful.

Mr. DelBene stated next time we have this type of project we will kick in a couple thousand dollars and designate our expert to be the project manager. Jennifer, I would like you to follow through requesting reimbursement for the materials that have been onsite that do not meet manufacturers specifications for our project.

FIFTH ORDER OF BUSINESS

Update Regarding Encroachment Matters

Mr. Oliver stated we sent out 21 letters total, we received none of the executed releases yet but I have spoken with six people and three intend to do it. Some of the calls I received they disagreed with what the estimate was so they are not going to take any action. Mr. DelBene stated the two I care about are the ones that actually impeded the project. What is going on with them?

Mr. Oliver responded Kelly Watson said that she would complete one. She provided the check for the survey. The ones next to them are not impeding that.

Mr. Labanowski stated I spoke to one individual who received a notice and he can't figure out what he did wrong. I went to the tax assessor's website and it turns out his fence is in the CDD property and he doesn't realize it. I want to show him on that map the next time I see him.

Ms. Kilinski stated let's look at the maps that JMT provided, it wasn't fencing. If you will give me the address between Steve and I we will make sure we pull up the aerials that we noticed them about. It wasn't fencing we were noticing them about.

SIXTH ORDER OF BUSINESS

Consideration of License Agreement with Florida Race Day, LLC Regarding the Use of the District's Property for Triathlon

Mr. DelBene stated the reason this is on the agenda is the Florida Race Day, LLC agreement was part of a docuSign that was sent to me to sign off on but the board has to actually vote on it when we agree on these types of issues. I think it was Sarah who sent it.

Mr. Hutchinson stated Sarah sent it but I will take some of the blame on this. At the last meeting I had it on my notes, we got off on something else and I missed it. I pushed this through because Joe needed to know and it was my mistake. I meant to talk about it at the last meeting.

Mr. DelBene stated we have approved Joe's events before but I couldn't sign it without the board talking about it.

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor the license agreement with Florida Race Day, LLC was approved.

SEVENTH ORDER OF BUSINESS

Board Guidance Regarding Preparation of Fiscal Year 2023 Proposed Budget

Mr. Oliver stated we will do the transition over the next couple of months, but we will need to talk about the budget process itself. At your May meeting we will bring a proposed budget and I will work with Rizzetta on that so that will mesh. When we do that you will approve a proposed budget kind of set the high mark and you also set the public hearing date for your August meeting. You will have a June meeting in between to refine the budget. By the end of your June meeting you will know whether or not you need to send mailed notice to property owners or not. I didn't know if there was any particular guidance you wanted in terms of growing your capital reserves or any other particular line items you want.

EIGHTH ORDER OF BUSINESS

Discussion of Amenity Usage for Sports and Parking/Mail Kiosk New Signs for 15 Minute Parking

Mr. DelBene stated this item was added because of what everyone saw tonight with the soccer parking. Whatever Ancient City is doing differently this year compared to the past two years is complete garbage. They are not staggering their practice times, they are not staggering their game times and we see it every Tuesday now. I don't know why they think they can just bombard the field all at one time. My proposal is that they are required to split their program between Pescara and the amenity fields. It is not a perfect resolution, but it will at least split parking on Tuesdays so we don't have this.

The second part is, it was proposed by a resident that the signs be changed at the mail kiosks from 24 hour parking to 15 minute parking with a tow option. I'm in support of that because

I don't want the sports programs using those kiosks for parking. It is unfortunate if we tow a member of the community, but they shouldn't be parking there for sports parking.

Mr. Wing stated you are only talking about the two kiosks on 16 and out here. The one in Pescara there is parking there for the park.

Mr. DelBene stated it would have to be the designated kiosks. You can't separate the kiosk from the playground over there. I'm just talking about this one and the one on 16. If the board agrees we can just update over here.

Mr. Vencil stated it is going to continue causing frustration because people are not going to be able to come to practices they are signed up for because they are being managed improperly. I want to see what we can do to address the root of the problem instead of punishing the parents who are just trying to show up and go to soccer. I don't think they should be blocking the mail kiosk, but I don't think the signs are going to make the problem go away. We are going to continue to have people put cars anywhere where there is not a sign. Our problem is that the programs are not staggered appropriately and it puts the parents in a bad spot.

Mr. DelBene stated to ease the issue currently I have asked Erick to stagger Pescara and our field at the amenity center. Also actually have them give you a schedule of practices and games so they don't have three different age groups all practicing and playing at the same time.

Mr. Vencil stated in order to alleviate this and in order to address it more quickly than a 15-minute parking rule, we should force them to have a window printout, you need to put into your window your practice time, when you are allowed to be there. We are going to make Amenity and Ancient provide those when they get here.

Mr. DelBene stated I strongly suggest to both organizations that they are going to stagger their start times and if we don't see that situation alleviate for the rest of this year then we will consider that a failure on their part when it is time to renew their contract next year. They need to give us scheduling, where the kids are going to be located and who is going to manage their parking situation. It is no longer optional.

Mr. Hutchinson stated on the Amenity side of things there is a designated person that comes out. They are at Pescara taking photos so that person wasn't here today.

Mr. Vencil stated that person passed down to being me for Amenity. The administrator passed it down to the coach who passed it to the parents.

Mr. DelBene stated they are trying to make a parent responsible for it when it should be the administrator of the league. It shouldn't be a coach handling it, it needs to be someone responsible for the league.

Ms. Kilinski stated I know we don't want to do this to parents or kids but since we have had those problems before our contract specifically says that parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts district property is prohibited and results in immediate termination of the license. They are held responsible for coordination of all parking efforts related to activities provided for herein. It is very explicit because we had those problems before.

Mr. DelBene asked will you email Erick that specific language so he can include it in his email and let them know it is a continuing problem and we have the right to cancel your contract.

Mr. Vencil asked where do we prefer overflow parking if parking is not available in the main lot?

Mr. Hutchinson stated at the last meeting you did ask me to talk to a representative of that open lot, which I did. They don't want to be held liable and the person I spoke with said that for them to entertain it there would have to be insurance taken out and that is just to send it up the chain for consideration. I don't know that it would be an option.

Mr. DelBene asked are we in agreement with the 15-minute parking sign with the tow option at this mail kiosk?

Ms. Kilinski stated we can provide you with previously approved parking rules adopted by this board and we already have a towing operator so the signage needs to reflect that a towing company specifically. The law is people need to know where to find their car in the event it is towed for violation of the rules.

Public Comments

Ms. Randolph stated you talked a little about putting grass down. Can you talk about blowouts? There are a lot of blowouts at 2140 and 2144 South Sorento. Are those going to be filled before you put down the sod?

Mr. DelBene stated before the sod goes out Jeremy and the engineer are going to do a walk around to make sure everything is filled the way it should be and the sod will go on after that.

After that part of their contract is to make sure that all the waterways for the drainage are cleared as well.

Mr. Jeffries stated I live at 1893 South Cappero. Jim told us that we don't have to pay \$500.

Mr. Oliver stated it was \$750 and you were never informed that you were expected to pay for that survey. When you told me that I told you that you do not have to pay it.

Mr. Jeffries stated then it is not an issue. They are using my front yard for access and the sand is clogging my faucets. I have secured my irrigation system on the left side of my house because I know there are four or five sprinkler heads that are broken but what is the point of fixing them because it is all dirt. There is more than a pathway that needs to be replaced.

Mr. DelBene stated at the end of this contract we are not signing off on final payment until the entire thing is substantially completed, which includes the easement access. We will have discussions with you about running your sprinkler lines, making sure there are no breaks and making sure the sod in your yard is the way it was prior to them tearing it up for access. That is all part of the project.

NINTH ORDER OF BUSINESS

Shade Session: Consideration of Security Cameras Proposal

The board held a shade session dealing with security and took the following action.

On MOTION by Mr. DelBene seconded by Mr. Labanowski with all in favor the proposal from Alpha Dog for security cameras minus the tennis access control component in an amount not to exceed \$15,000 and monitoring in the monthly amount of \$226 was approved.

TENTH ORDER OF BUSINESS

Supervisor's Requests and Public Comment

Mr. Vencil stated I want to go back to the parking situation. I feel we need to address in the budget next year development of this car park in some way. I would like that developed to include additional parking, which would alleviate a lot of our issues for overflow parking for large event days. I know that is not a cheap addition to the budget, however, based on the last couple of years of growth we do not have enough parking. I would like to get proposals for developing that space and 80% of that space has never been used.

Mr. Wing stated developing parking there doesn't need to be a ton of money, you don't necessarily have to put down asphalt, you can use crushed stone.

Mr. Vencil stated I'm thinking bigger than that because I go over there every day and I see us paying for mowing of weeds and not using space that we own and I would like to look at ways to gather proposals to more effectively use that space to include additional overflow parking.

Mr. Labanowski stated Jennifer just so you know I checked and that house we just talked about they are in the easement with their patio section. There is only 14 feet between their house and the fence and there is a 12 ½ foot easement.

Ms. Kilinski stated I think that one is one of the houses that are in the easement and we told them there is nothing we are going to ask them to do about it, their house is physically located in the easement.

Mr. DelBene asked the berm that sits on S.R. 16, the actual border to our community, the easternmost border, currently Trimac is not maintaining it, Duval didn't maintain it before and I have talked to about 12 of the homeowners that sit on that berm, me included. Is it possible to remove that from CDD property so it goes residential and the residents along that berm will own that berm? On the other side of that berm is county land.

Ms. Kilinski stated it is possible, we have done it before. The tricky part is getting everybody to consent to that deed, but it is possible.

Mr. Labanowski stated you will have to check first with the buffer that is supposed to be in there because there are buffers mostly in every community, you either have a 10-foot, 20-foot or 25-foot buffer required.

Mr. DelBene stated that is fine, I just don't want them to own the buffer, I don't want the CDD to own the buffer, I want the residents to own the buffer. It is already private ownership sort of. I want to see if we can transfer it to us so we can remove it from our landscaping contract since no one maintains it anyway. What would be required from the residents of that berm to transfer?

Ms. Kilinski stated essentially you need to get a survey in that area as it relates to each lot and then you are just deeding real property to each homeowner, almost like a lot extension. I don't know if it is something that was constructed for mitigation - I would have to look into it to see if there is anything like that. If not then it is simple. They all have to be in agreement you wouldn't want one to say no.

Mr. DelBene stated cypress knees pop up in a few of the yards and that is the reason for the request.

Mr. Schieszer stated those trees were part of the mitigation for the property and all they really have to do is saw those off, a two-minute operation.

Mr. DelBene stated it is going to be a recurring problem. Don't look into that until I talk to all the homeowners.

On MOTION by Mr. Wing seconded by Mr. DelBene with all in favor the meeting adjourned at 10:23 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Turnbull Creek
Community Development District
Unaudited Financial Reporting
March 31, 2022

Turnbull Creek
Community Development District
Combined Balance Sheet
March 31, 2022

	<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	---	---	---	\$304,526	\$304,526
Cash - Hancock Bank	\$217,730	---	---	---	\$217,730
<u>Investments:</u>					
Investment - SBA	\$42	---	---	---	\$42
Investment-General Account	\$922,217	---	---	---	\$922,217
<u>Series 2015 A1-A2</u>					
Revenue	---	\$948,195	---	---	\$948,195
Reserve A1	---	\$388,513	---	---	\$388,513
Reserve A2	---	\$106,795	---	---	\$106,795
Prepayment A1	---	\$20,959	---	---	\$20,959
Prepayment A2	---	\$28,929	---	---	\$28,929
Construction	---	---	\$1	---	\$1
COI	---	---	\$2,743	---	\$2,743
<u>Series 2015 B1-B2</u>					
Revenue B	---	\$75,964	---	---	\$75,964
Reserve B1	---	\$31,828	---	---	\$31,828
Reserve B2	---	\$9,554	---	---	\$9,554
Prepayment B1	---	\$4,239	---	---	\$4,239
Prepayment B2	---	\$7,693	---	---	\$7,693
Redemption	---	\$105	---	---	\$105
<u>Series 2016</u>					
Reserve	---	\$115,786.25	---	---	\$115,786
Revenue	---	\$284,450.68	---	---	\$284,451
Due From General Fund	---	\$622.38	---	---	\$622
Prepaid Expenses	\$1,479	---	---	---	\$1,479
Due From Other	\$294	---	---	---	\$294
Total Assets	<u>\$1,141,762</u>	<u>\$2,023,635</u>	<u>\$2,744</u>	<u>\$304,526</u>	<u>\$3,472,666</u>
<u>Liabilities:</u>					
Accounts Payable	\$46,195	---	---	\$31,327	\$77,522
Due to Debt Service 2016	\$622	---	---	---	\$622
<u>Fund Balances:</u>					
Assigned General Fund	\$99,413	---	---	---	\$99,413
Restricted for Debt Service	---	\$2,023,635	---	---	\$2,023,635
Restricted for Capital Projects	---	---	\$2,744	---	\$2,744
Nonspendable	\$1,479	---	---	---	\$1,479
Unassigned	\$994,052	---	---	\$273,199	\$1,267,251
Total Liabilities and Fund Equity	<u>\$1,141,762</u>	<u>\$2,023,635</u>	<u>\$2,744</u>	<u>\$304,526</u>	<u>\$3,472,666</u>

Turnbull Creek
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period ending March 31, 2022

	Adopted Budget	Prorated Thru 03/31/22	Actual Thru 03/31/22	Variance
<u>Revenues:</u>				
Maintenance Assessments	\$1,207,047	\$1,161,573	\$1,161,573	\$0
Interest/Miscellaneous	\$2,000	\$1,000	\$3,575	\$2,575
Amenities Revenue	\$3,000	\$1,500	\$4,809	\$3,309
Total Revenues	\$1,212,047	\$1,164,073	\$1,169,958	\$5,885

Expenditures:

Administrative

Supervisor Fees	\$6,400	\$3,200	\$2,400	\$800
FICA Expense	\$490	\$245	\$184	\$61
Engineering (Yuro & Associates, LLC)	\$16,000	\$8,000	\$9,845	(\$1,845)
Arbitrage (Grau)	\$2,400	\$0	\$0	\$0
Dissemination (GMS & Disclosure Services)	\$2,850	\$1,425	\$1,000	\$425
Trustee (US Bank)	\$14,620	\$3,631	\$3,631	\$0
Attorney (KE Law)	\$47,000	\$23,500	\$24,758	(\$1,258)
Tax Roll Assessments (GMS)	\$5,000	\$5,000	\$5,000	\$0
Annual Audit (Berger Toomb)	\$3,745	\$0	\$0	\$0
Management Fees (GMS)	\$45,000	\$22,500	\$22,500	\$0
Information Technology (GMS)	\$1,800	\$900	\$900	\$0
Telephone	\$1,000	\$500	\$231	\$269
Postage	\$800	\$400	\$456	(\$56)
Printing & Binding	\$1,800	\$900	\$162	\$738
Insurance (FIA)	\$9,488	\$9,488	\$8,927	\$561
Legal Advertising	\$2,000	\$1,000	\$0	\$1,000
Other Current Charges	\$1,000	\$500	\$392	\$108
Office Supplies	\$170	\$85	\$10	\$75
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Compliance (GMS)	\$1,200	\$600	\$600	\$0

Administrative Expenses	\$162,938	\$82,049	\$81,171	\$878
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Amenity Center

Insurance (FIA)	\$25,421	\$25,421	\$14,994	\$10,427
Pest Control (Turner Pest Control)	\$3,123	\$1,562	\$1,195	\$367
Repairs & Replacements	\$36,000	\$18,000	\$25,790	(\$7,790)
Recreational Passes	\$800	\$245	\$245	\$0
Office Supplies	\$1,800	\$900	\$445	\$455
Other Current Charges	\$540	\$270	\$270	\$0
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$2,000	\$1,739	\$1,739	\$0

Utilities

Water & Sewer (SJCUD)	\$12,000	\$6,000	\$3,950	\$2,050
Electric (FPL)	\$36,000	\$18,000	\$15,509	\$2,491
Telephone/Internet (Comcast)	\$3,800	\$1,900	\$1,995	(\$95)

Turnbull Creek
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period ending March 31, 2022

	Adopted Budget	Prorated Thru 03/31/22	Actual Thru 03/31/22	Variance
<u>Amenity Center Cont'd.</u>				
<u>Management Contracts</u>				
Lifeguards/Pool Monitors (RMS)	\$33,312	\$2,134	\$2,134	\$0
Facilty Monitor (RMS)	\$25,581	\$12,790	\$11,089	\$1,701
Facility Management (RMS)	\$64,481	\$32,240	\$32,241	(\$0)
Facility Attendants (RMS)	\$17,124	\$8,562	\$5,714	\$2,848
Field Operations (RMS)	\$54,184	\$27,092	\$27,092	\$0
Facility Maintenance (RMS)	\$51,796	\$25,898	\$25,898	\$0
Pool Maintenance (RMS)	\$14,317	\$7,159	\$6,950	\$209
Pool Chemicals (POOLSURE)	\$13,524	\$6,762	\$5,423	\$1,339
Janitorial Services (RMS)	\$9,064	\$4,532	\$4,400	\$132
Common Area Waste Collection (RMS)	\$19,344	\$9,672	\$9,672	\$0
Program Director (RMS)	\$2,722	\$1,361	\$1,361	(\$0)
Refuse Service (Waste Management)	\$11,424	\$5,712	\$5,513	\$199
Security - (ALPHA DOG)	\$6,409	\$3,205	\$6,304	(\$3,100)
Special Events	\$9,000	\$9,000	\$15,840	(\$6,840)
Holiday Decorations	\$6,772	\$2,580	\$2,580	\$0
Pressure Washing	\$2,700	\$1,350	\$950	\$400
<u>Amenity Center Expenses</u>	\$463,239	\$234,087	\$229,293	\$4,794
<u>Grounds Maintenance</u>				
Streetlighting (FPL)	\$40,500	\$20,250	\$19,612	\$638
Lake Maintenance (Future Horizons)	\$14,100	\$7,050	\$6,122	\$928
Landscape Maintenance (Duval Landscape)	\$350,698	\$175,349	\$140,724	\$34,625
Landscape Contingency	\$28,000	\$14,572	\$14,572	\$0
Irrigation Repairs	\$6,000	\$3,000	\$1,555	\$1,445
Capital Reserves	\$245,986	\$0	\$0	\$0
<u>Grounds Maintenance Expenses</u>	\$685,284	\$220,221	\$182,584	\$37,636
<u>Total Expenses</u>	\$1,311,461	\$536,356	\$493,049	\$43,308
<u>Excess Revenues (Expenditures)</u>	(\$99,413)		\$676,910	
<u>Fund Balance - Beginning</u>	\$99,413		\$418,035	
<u>Fund Balance - Ending</u>	\$0		\$1,094,945	

Turnbull Creek
Community Development District
General Fund
Month By Month Income Statement
FY 2022

<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	\$130,967	\$337,576	\$664,425	\$25,983	\$2,622	\$0	\$0	\$0	\$0	\$0	\$0	\$1,161,573
<i>Interest/Miscellaneous</i>	\$91	\$52	\$1	\$2,642	\$4	\$785	\$0	\$0	\$0	\$0	\$0	\$0	\$3,575
<i>Amenities Revenue</i>	\$447	\$823	\$0	\$350	\$0	\$3,190	\$0	\$0	\$0	\$0	\$0	\$0	\$4,809

Total Revenues

\$538	\$131,842	\$337,577	\$667,417	\$25,987	\$6,597	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,169,958
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Expenditures:

Administrative

<i>Supervisor Fees</i>	\$0	\$600	\$200	\$800	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400
<i>FICA Expense</i>	\$0	\$46	\$15	\$61	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$184
<i>Engineering</i>	\$0	\$2,870	\$1,488	\$3,988	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,845
<i>Arbitrage</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Dissemination</i>	\$167	\$167	\$167	\$167	\$167	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
<i>Trustee</i>	\$3,631	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,631
<i>Attorney</i>	\$454	\$2,671	\$2,339	\$4,009	\$3,820	\$11,466	\$0	\$0	\$0	\$0	\$0	\$0	\$24,758
<i>Tax Roll Assessments</i>	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
<i>Annual Audit</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Management Fees</i>	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500
<i>Computer Time</i>	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$900
<i>Telephone</i>	\$24	\$97	\$0	\$92	\$0	\$19	\$0	\$0	\$0	\$0	\$0	\$0	\$231
<i>Postage</i>	\$68	\$42	\$264	\$20	\$32	\$31	\$0	\$0	\$0	\$0	\$0	\$0	\$456
<i>Printing & Binding</i>	\$47	\$9	\$47	\$3	\$47	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$162
<i>Insurance</i>	\$8,927	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,927
<i>Legal Advertising</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other Current Charges</i>	\$84	\$39	\$57	\$76	\$68	\$68	\$0	\$0	\$0	\$0	\$0	\$0	\$392
<i>Office Supplies</i>	\$1	\$7	\$0	\$1	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10
<i>Dues, Licenses & Subscriptions</i>	\$0	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<i>Website Compliance</i>	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$600

Administrative Expenses

\$22,402	\$10,721	\$8,576	\$13,215	\$9,634	\$16,623	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,171
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Amenity Center

<i>Insurance</i>	\$14,994	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,994
<i>Pest Control</i>	\$194	\$194	\$194	\$204	\$204	\$204	\$0	\$0	\$0	\$0	\$0	\$0	\$1,195
<i>Repairs & Replacements</i>	\$3,358	\$7,728	\$6,326	\$2,872	\$1,448	\$4,058	\$0	\$0	\$0	\$0	\$0	\$0	\$25,790
<i>Recreational Passes</i>	\$0	\$0	\$0	\$0	\$245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$245
<i>Office Supplies</i>	\$55	\$0	\$140	\$70	\$111	\$70	\$0	\$0	\$0	\$0	\$0	\$0	\$445
<i>Other Current Charges</i>	\$45	\$45	\$45	\$45	\$45	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$270
<i>Permit Fees</i>	\$0	\$0	\$370	\$391	\$978	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,739

Utilities

<i>Water & Sewer</i>	\$869	\$680	\$628	\$553	\$556	\$665	\$0	\$0	\$0	\$0	\$0	\$0	\$3,950
<i>Electric</i>	\$2,753	\$2,716	\$2,427	\$2,790	\$2,478	\$2,345	\$0	\$0	\$0	\$0	\$0	\$0	\$15,509
<i>Telephone/Cable/Internet</i>	\$315	\$314	\$314	\$430	\$311	\$311	\$0	\$0	\$0	\$0	\$0	\$0	\$1,995

Turnbull Creek
Community Development District
General Fund
Month By Month Income Statement
FY 2022

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Amenity Center Cont'd.</u>													
<u>Management Contracts</u>													
<i>Pool Monitors/Lifeguards</i>	\$0	\$0	\$0	\$0	\$0	\$2,134	\$0	\$0	\$0	\$0	\$0	\$0	\$2,134
<i>Facility Monitor</i>	\$1,893	\$2,132	\$2,132	\$2,011	\$1,823	\$1,099	\$0	\$0	\$0	\$0	\$0	\$0	\$11,089
<i>Facility Management (5,373.42)</i>	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$5,373	\$0	\$0	\$0	\$0	\$0	\$0	\$32,241
<i>Facility Attendants</i>	\$786	\$1,085	\$1,065	\$664	\$1,122	\$991	\$0	\$0	\$0	\$0	\$0	\$0	\$5,714
<i>Field Operations (4,515.33)</i>	\$4,515	\$4,515	\$4,515	\$4,515	\$4,515	\$4,515	\$0	\$0	\$0	\$0	\$0	\$0	\$27,092
<i>Facility Maintenance (4,316.33)</i>	\$4,316	\$4,316	\$4,316	\$4,316	\$4,316	\$4,316	\$0	\$0	\$0	\$0	\$0	\$0	\$25,898
<i>Pool Maintenance (1,158.33)</i>	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$1,158	\$0	\$0	\$0	\$0	\$0	\$0	\$6,950
<i>Pool Chemicals (854.91 and 1399.10)</i>	\$855	\$855	\$928	\$928	\$928	\$928	\$0	\$0	\$0	\$0	\$0	\$0	\$5,423
<i>Janitorial Services (733.33)</i>	\$733	\$733	\$733	\$733	\$733	\$733	\$0	\$0	\$0	\$0	\$0	\$0	\$4,400
<i>Common Area Waste Collection</i>	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$1,612	\$0	\$0	\$0	\$0	\$0	\$0	\$9,672
<i>Program Director (226.83)</i>	\$227	\$227	\$227	\$227	\$227	\$227	\$0	\$0	\$0	\$0	\$0	\$0	\$1,361
<i>Refuse Service</i>	\$952	\$952	\$952	\$824	\$917	\$917	\$0	\$0	\$0	\$0	\$0	\$0	\$5,513
<i>Security - Envera (493)</i>	\$1,479	\$3,166	\$30	\$553	\$553	\$523	\$0	\$0	\$0	\$0	\$0	\$0	\$6,304
<i>Special Events</i>	\$2,979	\$4,743	\$2,456	\$4,670	\$188	\$804	\$0	\$0	\$0	\$0	\$0	\$0	\$15,840
<i>Holiday Decorations</i>	\$0	\$0	\$2,580	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,580
<i>Pressure Washing</i>	\$0	\$0	\$0	\$950	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$950
<u>Amenity Center Expenses</u>	\$49,462	\$42,546	\$38,523	\$34,940	\$29,841	\$33,031	\$0	\$0	\$0	\$0	\$0	\$0	\$229,293
<u>Grounds Maintenance</u>													
<i>Street lighting</i>	\$3,225	\$3,225	\$3,225	\$3,232	\$3,352	\$3,352	\$0	\$0	\$0	\$0	\$0	\$0	\$19,612
<i>Lake Maintenance (\$1,224.33)</i>	\$1,224	\$1,224	\$1,224	\$1,224	\$1,224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,122
<i>Landscape Maintenance (\$23,454.00)</i>	\$23,454	\$23,454	\$23,454	\$23,454	\$23,454	\$23,454	\$0	\$0	\$0	\$0	\$0	\$0	\$140,724
<i>Landscape Contingency</i>	\$2,800	\$3,070	\$3,360	\$5,342	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,572
<i>Irrigation Repairs</i>	\$390	\$490	\$0	\$175	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,555
<i>Capital Reserves</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>Grounds Maintenance Expenses</u>	\$31,094	\$31,464	\$31,264	\$33,427	\$28,031	\$27,306	\$0	\$0	\$0	\$0	\$0	\$0	\$182,584
<u>Total Expenses</u>	\$102,958	\$84,730	\$78,363	\$81,581	\$67,506	\$76,960	\$0	\$0	\$0	\$0	\$0	\$0	\$493,049
<u>Excess Revenues (Expenditures)</u>	(\$102,420)	\$47,112	\$259,214	\$585,836	(\$41,519)	(\$70,364)	\$0	\$0	\$0	\$0	\$0	\$0	\$676,910

Turnbull Creek
Community Development District
Debt Service Fund - Series 2015A1-A2
Statement of Revenues & Expenditures
For the Period ending March 31, 2022

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/22</i>	<i>Actual Thru 03/31/22</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Interest Income</i>	\$250	\$250	\$92	(\$158)
<i>Assessments</i>	\$985,875	\$948,755	\$948,755	\$0
<i>Prepayments A1</i>	\$0	\$0	\$19,922	\$19,922
<i>Prepayments A2</i>	\$0	\$0	\$5,096	\$5,096
<i>Total Revenues</i>	\$986,125	\$949,005	\$973,865	\$24,860
<u>Expenditures</u>				
<u>Series 2015A-1</u>				
<i>Interest 11/1</i>	\$165,978	\$165,978	\$165,978	\$0
<i>Interest 5/1</i>	\$165,978	\$0	\$0	\$0
<i>Principal 5/1</i>	\$445,000	\$0	\$0	\$0
<u>Series 2015A-2</u>				
<i>Interest 11/1</i>	\$48,450	\$48,450	\$48,450	\$0
<i>Interest 5/1</i>	\$48,450	\$0	\$0	\$0
<i>Principal 5/1</i>	\$105,000	\$0	\$0	\$0
<i>Total Expenditures</i>	\$978,855	\$214,428	\$214,428	\$0
<i>Excess Revenues (Expenditures)</i>	\$7,270	\$734,578	\$759,438	\$24,860
<u>Other Sources (Uses)</u>				
<i>Operating Transfer In (Out)</i>	\$0	\$0	\$0	\$0
<i>Total Other Sources(Uses)</i>	\$0		\$0	
<i>Net Change in Fund Balance</i>	\$7,270		\$759,438	
<i>Fund Balance - Beginning</i>	\$229,349		\$733,954	
<i>Fund Balance - Ending</i>	\$236,619		\$1,493,392	

Turnbull Creek
Community Development District
Debt Service Fund - Series 2015B1-B2
Statement of Revenues & Expenditures
For the Period ending March 31, 2022

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/22</i>	<i>Actual Thru 03/31/22</i>	<i>Variance</i>
<u>Revenues:</u>				
Interest Income	\$0	\$0	\$9	\$9
Assessments	\$78,986	\$76,013	\$76,013	\$0
Prepayments B1	\$0	\$0	\$1,787	\$1,787
Prepayments B2	\$0	\$0	\$455	\$455
Total Revenues	\$78,986	\$76,013	\$78,264	\$2,251
<u>Expenditures</u>				
<u>Series 2015B-1</u>				
Interest 11/1	\$19,535	\$19,535	\$19,250	\$285
Interest 5/1	\$19,535	\$0	\$0	\$0
Principal 5/1	\$20,000	\$0	\$0	\$0
<u>Series 2015B-2</u>				
Interest 11/1	\$5,075	\$5,075	\$5,194	(\$119)
Interest 5/1	\$5,075	\$0	\$0	\$0
Principal 5/1	\$5,000	\$0	\$0	\$0
Total Expenditures	\$74,220	\$24,610	\$24,444	\$166
Excess Revenues (Expenditures)	\$4,766	\$51,403	\$53,820	
<u>Other Sources (Uses)</u>				
Operating Transfer In (Out)	\$0	\$0	\$0	\$0
Total Other Sources(Uses)	\$0		\$0	
Net Change in Fund Balance	\$4,766		\$53,820	
Fund Balance - Beginning	\$33,435		\$75,563	
Fund Balance - Ending	\$38,201		\$129,383	

Turnbull Creek

Community Development District

Debt Service Fund - Series 2016

Statement of Revenues & Expenditures
For the Period ending March 31, 2022

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/22</i>	<i>Actual Thru 03/31/22</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Interest Income</i>	\$0	\$0	\$19	\$19
<i>Assessments</i>	\$286,513	\$275,718	\$275,718	\$0
<i>Total Revenues</i>	\$286,513	\$275,718	\$275,737	\$19
<u>Expenditures</u>				
<u>Series 2016</u>				
<i>Interest 11/1</i>	\$63,603	\$63,603	\$63,603	\$0
<i>Interest 5/1</i>	\$63,603	\$0	\$0	\$0
<i>Principal 5/1</i>	\$160,000	\$0	\$0	\$0
<i>Total Expenditures</i>	\$287,206	\$63,603	\$63,603	\$0
<i>Excess Revenues (Expenditures)</i>	(\$693)	\$212,115	\$212,134	
<i>Fund Balance - Beginning</i>	\$70,251		\$188,726	
<i>Fund Balance - Ending</i>	\$69,558		\$400,860	

Turnbull Creek
Community Development District
Capital Projects Fund

*Statement of Revenues & Expenditures
For the Period ending March 31, 2022*

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

Revenues:

Interest Income	\$0
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Total Revenues	\$0
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Expenditures

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

Operating Transfer In	\$0
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Total Other Sources(Uses)	\$0
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Net Change in Fund Balance	\$0
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Fund Balance - Beginning	\$2,744
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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 March 31, 2022

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/22</i>	<i>Actual Thru 03/31/22</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Capital Reserve Funding - Transfer In</i>	\$245,986	\$0	\$0	\$0
<i>Total Revenues</i>	\$245,986	\$0	\$0	\$0
<u>Expenditures</u>				
<i>Repair and Replacement</i>	\$50,000	\$25,000	\$31,327	(\$6,327)
<i>Capital Outlay</i>	\$50,000	\$50,000	\$66,862	(\$16,862)
<i>Other Current Charges</i>	\$300	\$150	\$46	\$104
<i>Total Expenditures</i>	\$100,300	\$75,150	\$98,235	(\$23,085)
<i>Excess Revenues (Expenditures)</i>	\$145,686		(\$98,235)	
<i>Fund Balance - Beginning</i>	\$331,853		\$371,433	
<i>Fund Balance - Ending</i>	\$477,539		\$273,199	

TURNBULL COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2022 ASSESSMENT RECEIPTS SUMMARY

TAX ROLL	# UNITS ASSESSED	TOTAL ASSESSED	SERIES 2015A1- 2 DEBT ASSESSED	SERIES 2016 DEBT ASSESSED	SERIES 2015B1-2 DEBT ASSESSED	FY22 O&M ASSESSED
CERTIFIED TAX ROLL	959	2,558,384.77	985,874.50	286,504.77	78,986.62	1,207,018.88

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
11/4/2021	1	21,580.64	8,316.11	2,416.74	666.27	10,181.52
11/17/2021	2	69,547.83	26,800.28	7,788.42	2,147.19	32,811.94
11/22/2021	3	186,468.78	71,855.81	20,882.00	5,756.97	87,974.00
12/8/2021	4	229,645.01	88,493.79	25,717.16	7,089.97	108,344.09
12/20/2021	5	485,876.56	187,232.71	54,411.66	15,000.77	229,231.42
1/14/2022	6	1,408,276.51	542,679.86	157,708.08	43,478.61	664,409.96
1/21/2022	INTEREST	32.44	12.50	3.63	1.00	15.31
2/16/2022	7	55,073.21	21,222.48	6,167.46	1,700.31	25,982.96
3/7/2022	8	5,557.67	2,141.65	622.38	171.59	2,622.05
4/7/2022	9	66,130.93	25,483.58	7,405.78	2,041.70	31,199.87
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
TOTAL TAX ROLL RECEIPTS		2,528,189.58	974,238.77	283,123.31	78,054.38	1,192,773.12

PERCENT COLLECTED	98.82%	98.82%	98.82%	98.82%	98.82%
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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:	\$495,308
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:	\$115,786
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

C.

*Turnbull Creek
Community Development District*

Check Run Summary

2/1/2022 - 3/31/2022

<i>Fund</i>	<i>Date</i>	<i>Check No.s</i>	<i>Amount</i>	
<u><i>General Fund</i></u>				
<i>Accounts Payable</i>	<i>2/1/22 - 2/28/22</i>	<i>1517-1531</i>	<i>\$</i>	<i>60,845.99</i>
	<i>3/1/22 - 3/31/22</i>	<i>1532-1547</i>	<i>\$</i>	<i>279,194.67</i>
			<u><i>Subtotal</i></u>	<u><i>\$ 340,040.66</i></u>
<u><i>Total</i></u>			<u><i>\$</i></u>	<u><i>340,040.66</i></u>

**Fedex invoices available upon request.*

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/03/22	00205	1/31/22 71649	202201 320-53800-46800	JAN LAKE MAINTENANCE	*	1,224.33	
				FUTURE HORIZONS INC			1,224.33 001517
2/03/22	00383	1/26/22 12575	202201 320-53800-46700	RMV 16 DEAD TREES	*	2,590.00	
				TRIMAC OUTDOOR			2,590.00 001518
2/11/22	00016	2/01/22 286	202202 310-51300-34000	FEB MANAGEMENT FEES	*	3,750.00	
		2/01/22 286	202202 310-51300-55000	FEB WEBSITE ADMIN	*	100.00	
		2/01/22 286	202202 310-51300-35100	FEB INFORMATION TECH	*	150.00	
		2/01/22 286	202202 310-51300-31300	FEB DISSEM AGENT SERVICES	*	166.67	
		2/01/22 286	202202 310-51300-51000	OFFICE SUPPLIES	*	1.38	
		2/01/22 286	202202 310-51300-42000	POSTAGE	*	31.52	
		2/01/22 286	202202 310-51300-42500	COPIES	*	46.80	
				GOVERNMENTAL MANAGEMENT SERVICES			4,246.37 001519
2/11/22	00375	2/05/22 1230	202201 310-51300-31500	JAN GENERAL COUNSEL	*	2,396.00	
				KE LAW GROUP PLLC			2,396.00 001520
2/11/22	00375	2/05/22 1231	202201 310-51300-31500	JAN MONTHLY MEETING	*	1,612.89	
				KE LAW GROUP PLLC			1,612.89 001521
2/11/22	00366	1/28/22 997521	202201 330-57200-63300	PRESSURE WASH	*	950.00	
				JAMES M TETER DBA			950.00 001522
2/11/22	00041	2/01/22 13129560	202202 330-57200-46500	FEB POOL CHEMICALS	*	928.37	
				POOLSURE			928.37 001523
2/11/22	00163	2/01/22 73	202202 330-57200-34200	FEB JANITORIAL SERVICES	*	733.33	
		2/01/22 73	202202 330-57200-46400	FEB POOL MAINTENANCE	*	1,158.33	
		2/01/22 73	202202 330-57200-34800	FEB FAC MONITOR	*	2,131.75	

TURN TURNBULL CREEK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		2/01/22 73	202202 330-57200-34800		*	309.13-	
		CREDIT MEMO 2/1/22					
		2/01/22 73	202202 330-57200-34000		*	5,373.42	
		FEB FAC MANAGEMENT					
		2/01/22 73	202202 330-57200-34300		*	1,427.00	
		FEB FAC ATTENDANTS					
		2/01/22 73	202202 330-57200-34300		*	304.61-	
		CREDIT MEMO 2/1/22					
		2/01/22 73	202202 330-57200-34100		*	4,515.33	
		FEB FIELD OPERATIONS					
		2/01/22 73	202202 330-57200-34400		*	4,316.33	
		FEB FAC MAINTENANCE					
		2/01/22 73	202202 330-57200-34900		*	1,612.00	
		FEB COMMON AREA WASTE COL					
		2/01/22 73	202202 330-57200-34700		*	226.83	
		FEB PROGRAM DIRECTOR					
				RIVERSIDE MANAGEMENT SERVICES, INC			20,880.58 001524
-	-	-	-	-	-	-	-
2/11/22	00383	2/01/22 12743	202202 320-53800-46600		*	23,454.00	
		FEB LANDSCAPE MAINTENANCE					
				TRIMAC OUTDOOR			23,454.00 001525
-	-	-	-	-	-	-	-
2/11/22	00285	2/08/22 C26546	202202 330-57200-63100		*	199.50	
		INSPECT HVAC					
				WEATHER ENGINEERS, INC			199.50 001526
-	-	-	-	-	-	-	-
2/17/22	00329	1/20/22 63021228	202201 330-57200-63100		*	229.95	
		ANSUL 10LB ABC EXTNGSHR					
				FIRST COAST FIRE AND SAFETY			229.95 001527
-	-	-	-	-	-	-	-
2/17/22	00388	2/02/22 22-040	202202 310-51300-31100		*	1,500.00	
		SPECIFIC PURP ENG SURVEY					
				GEOMATICS CORP			1,500.00 001528
-	-	-	-	-	-	-	-
2/17/22	00346	2/01/22 MURA5877	202202 330-57200-49000		*	45.00	
		FEB WEBSITE					
				NEIGHBORHOOD PUBLICATIONS, INC.			45.00 001529
-	-	-	-	-	-	-	-
2/25/22	00041	1/31/22 13129560	202201 330-57200-63100		*	99.00	
		DIAGNOSTIC VISIT					
				POOLSURE			99.00 001530
-	-	-	-	-	-	-	-
2/25/22	00383	11/24/21 11603	202111 320-57200-43400		*	490.00	
		IRRIGATION REPAIRS NOV'21					
				TRIMAC OUTDOOR			490.00 001531
-	-	-	-	-	-	-	-
				TURN TURNBULL CREEK BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/03/22	00304	3/17/22 03172022	202203 330-57200-49400		*	425.00	
		3/17/22	MOVIE EVENT				
				BOUNCERS,SLIDES,AND MORE INC.			425.00 001532
3/03/22	00385	2/25/22 42437	202202 330-57200-63100		*	138.00	
		10 ROLL	CS PET WASTE BAGS				
				FIRST COAST SCOOPERS			138.00 001533
3/03/22	00205	2/28/22 72040	202202 320-53800-46800		*	1,224.33	
		FEB LAKE	MAINTENANCE				
				FUTURE HORIZONS INC			1,224.33 001534
3/03/22	00274	2/02/22 02022022	202202 330-57200-49300		*	978.00	
		FY22	MUSIC LICENSE				
				SESAC LLC			978.00 001535
3/03/22	00383	3/01/22 13241	202203 320-53800-46600		*	23,454.00	
		MAR	LANDSCAPE MAINTENANCE				
				TRIMAC OUTDOOR			23,454.00 001536
3/10/22	00303	3/01/22 03012022	202202 300-20700-10500		*	25,717.16	
		12/08/21	SJC TAX DIST 4				
		3/01/22 03012022	202202 300-20700-10500		*	54,411.66	
		12/20/21	SJC TAX DIST 5				
		3/01/22 03012022	202202 300-20700-10500		*	157,708.08	
		1/14/22	SJC TAX DIST 6				
		3/01/22 03012022	202202 300-20700-10500		*	3.63	
		1/21/22	SJC TAX DIST INT				
		3/01/22 03012022	202202 300-20700-10500		*	6,167.46	
		2/16/22	SJC TAX DIST 7				
				TURNBULL CREEK CDD-HANCOCK 2016			244,007.99 001537
3/15/22	00384	1/01/22 20830	202201 330-57200-34500		*	30.00	
		JAN	CLOUD ACCESS CONTROL				
		2/01/22 21643	202202 330-57200-34500		*	30.00	
		FEB	CLOUD ACCESS CONTROL				
				ALPHADOG AUDIO VIDEO SECURITY LLC			60.00 001538
3/15/22	00016	3/01/22 287	202203 310-51300-34000		*	3,750.00	
		MAR	MANAGEMENT FEES				
		3/01/22 287	202203 310-51300-55000		*	100.00	
		MAR	WEBSITE ADMIN				
		3/01/22 287	202203 310-51300-35100		*	150.00	
		MAR	INFORMATION TECH				
		3/01/22 287	202203 310-51300-31300		*	166.67	
		MAR	DISSEM AGENT SERVICES				

TURN TURNBULL CREEK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		3/01/22 287	202203 310-51300-51000		*	.39	
		OFFICE SUPPLIES					
		3/01/22 287	202203 310-51300-42000		*	30.75	
		POSTAGE					
		3/01/22 287	202203 310-51300-42500		*	10.35	
		COPIES					
		3/01/22 287	202203 310-51300-41000		*	18.96	
		TELEPHONE					
				GOVERNMENTAL MANAGEMENT SERVICES			4,227.12 001539
3/15/22 00173		3/09/22 161893	202203 330-57200-63100		*	291.80	
		LVL 5 PREVENT MAINTENANCE					
		3/09/22 163835	202203 330-57200-63100		*	1,081.64	
		RESET IRRIG VFD SETTING					
				HOOVER			1,373.44 001540
3/15/22 00041		3/21/22 13129560	202203 330-57200-46500		*	928.37	
		MAR POOL CHEMICALS					
				POOLSURE			928.37 001541
3/15/22 00383		3/02/22 13283	202203 320-57200-43400		*	500.00	
		RPLCD IRRIG VALVE					
				TRIMAC OUTDOOR			500.00 001542
3/15/22 00039		2/21/22 8236009	202202 330-57200-46600		*	121.28	
		FEB PEST CONTROL					
		2/21/22 8236592	202202 330-57200-46600		*	82.69	
		FEB PEST CONTROL					
				TURNER PEST CONTROL			203.97 001543
3/23/22 00362		3/20/22 32022	202203 330-57200-63100		*	112.50	
		CHEM CONTROL PRESS SWITCH					
				ALFRED W GROVER			112.50 001544
3/23/22 00269		3/01/22 712764	202203 300-15500-10000		*	1,479.00	
		4/1/22-6/30/22 MONITORING					
				HIDDEN EYES LLC DBA			1,479.00 001545
3/23/22 00346		3/01/22 MURA5878	202203 330-57200-49000		*	45.00	
		MAR WEBSITE					
				NEIGHBORHOOD PUBLICATIONS, INC.			45.00 001546
3/30/22 00322		2/25/22 6998270	202202 330-57200-63100		*	37.95	
		RPR COUPLER, OSAB HANDLER					
				LIFE FITNESS			37.95 001547
				TOTAL FOR BANK C		340,040.66	
				TURN TURNBULL CREEK BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						340,040.66	

TURN TURNBULL CREEK BPEREGRINO

Future Horizons, Inc.

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

INVOICE

Invoice Number: 71649
Invoice Date: Jan 31, 2022
Page: 1

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

Bill To:

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

Ship to:

Aquatic Weed
Control Services

Customer ID	Customer PO	Payment Terms	
Turnbull01	Per Contract	Net 45 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		3/17/22

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services within Turnbull creek for the month of January Lake Main 001.320.53800.46800 205c	1,224.33	1,224.33
Subtotal				1,224.33
Sales Tax				
Freight				
Total Invoice Amount				1,224.33
Payment/Credit Applied				
TOTAL				1,224.33

Check/Credit Memo No:

Overdue invoices are subject to finance charges.

PO Box 8699, 1880 Eastwest Pkwy
Fleming Island, FL 32006 US
9045054694
Jillf@trimacoutdoor.com
www.trimacoutdoor.com



BILL TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

INVOICE 12575

DATE 01/26/2022 TERMS Net 30

DUE DATE 02/25/2022

JOB | SCOPE
Tree Work

383C
001.320.53800.46700

ACTIVITY	QTY	RATE	AMOUNT
Tree Service:Tree Work-Ezekiel Remove 16 dead / dying or fallen trees on berm areas located at Terranova East & West. Stump grinding is not recommended due to proximity to living trees and risk of damaging them. Haul organic debris from site, all debris will be removed from site within 24 business hours of job completion.	1	2,590.00	2,590.00

Once contractor is authorized to perform the work stated on the face of this contract, payment will be 100% due at the completion of the work. If payment has not been received by Trimac Outdoor within (30) days after billing, Trimac Outdoor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at 1.5% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing and on going thereafter until the bill has been paid.

TOTAL DUE

\$2,590.00

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

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

Invoice #: 286

Invoice Date: 2/1/22

Due Date: 2/1/22

Case:

P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees - February 2022 001.310.513.34000		3,750.00	3,750.00
Website Administration - February 2022 001.310.513.55000		100.00	100.00
Information Technology - February 2022 001.310.513.35100		150.00	150.00
Dissemination Agent Services - February 2022 001.310.513.313		166.67	166.67
Office Supplies 001.310.513.51000		1.38	1.38
Postage 001.310.513.42000		31.52	31.52
Copies 001.310.513.42500		46.80	46.80
		Total	\$4,246.37
		Payments/Credits	\$0.00
		Balance Due	\$4,246.37



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 1230
Date: 02/05/2022
Due On: 03/07/2022

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

TURNBL-01

Turnbull Creek CDD - General

3750
1,310.513, 315

Type	Date	Notes	Quantity	Rate	Total
Service	01/04/2022	Call SJC sheriff's office general counsel.	0.30	\$215.00	\$64.50
Service	01/05/2022	Review meeting agenda and draft meeting agenda memorandum.	0.60	\$225.00	\$135.00
Service	01/05/2022	Review agenda and confer with DM re: various meeting documents and preparation related to same; confer re: encroachment status and Board presentation for same	0.40	\$260.00	\$104.00
Service	01/09/2022	Review agenda package; confer re: license agreements and landscape items; prepare for Board meeting	0.70	\$260.00	\$182.00
Service	01/10/2022	Review meeting materials and amenity policies per additional comments from Jennifer.	0.90	\$225.00	\$202.50
Service	01/11/2022	Prepare for Board meeting; confer re: engineering items and options related to same; confer re: security meeting and disclosures for same	1.00	\$260.00	\$260.00
Service	01/13/2022	Draft work authorization for tree removal, draft addendum for pond bank maintenance, and discuss with JK.	1.10	\$225.00	\$247.50
Service	01/17/2022	Draft agreement for Gift of Dance amenity renewal.	0.30	\$225.00	\$67.50
Service	01/19/2022	Monitor legislation and prepare newsletter for same	0.30	\$260.00	\$78.00
Service	01/19/2022	Review correspondence and prepare addendum to the Boudreaux's pond bank maintenance agreement.	0.70	\$215.00	\$150.50
Service	01/19/2022	Confer re: bourdeaux's addendum; confer re: survey and memorandum re: options for same with engineer and DM; review policies on same	0.30	\$260.00	\$78.00
Service	01/20/2022	Finalize and disseminate lake bank project agreement; confer with staff on same	0.20	\$260.00	\$52.00

Service	01/20/2022	Draft addendum to basketball and soccer license agreements, review and provide proposed edits to meeting minutes	1.20	\$225.00	\$270.00
Service	01/20/2022	Review revisions to the Boudreaux's addendum; emails regarding same.	0.20	\$215.00	\$43.00
Service	01/21/2022	Draft resolution instructing St. Johns County Supervisor of Elections to prepare for 2022 elections.	0.20	\$215.00	\$43.00
Service	01/24/2022	Review and edit addendum to basketball and soccer license agreement	0.90	\$225.00	\$202.50
Service	01/24/2022	Review/edit and transmit Trimac work authorization, dance and amenity services amendments and addendums to agreement	0.30	\$260.00	\$78.00
Service	01/25/2022	Review meeting minutes and transmit edits	0.20	\$260.00	\$52.00
Service	01/31/2022	Confirm District's website is listed on DEO's site; audit District website to ensure compliance with statutory requirements for content; search county records to confirm recording of Public Facilities Report.	0.40	\$215.00	\$86.00
				Total	\$2,396.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1230	03/07/2022	\$2,396.00	\$0.00	\$2,396.00
Outstanding Balance				\$2,396.00
Total Amount Outstanding				\$2,396.00

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 1231
Date: 02/05/2022
Due On: 03/07/2022

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

TURNBL-101

Turnbull Creek CDD - Monthly Meeting

Type	Date	Notes	Quantity	Rate	Total
Service	01/11/2022	Monthly flat fee: Travel to/from and attend Board meeting	1.00	\$1,500.00	\$1,500.00
Expense	01/11/2022	Rental car, JK meals, gas for meeting attendance	1.00	\$112.89	\$112.89
				Total	\$1,612.89

Detailed Statement of Account

1,310.513.315
375C

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1231	03/07/2022	\$1,612.89	\$0.00	\$1,612.89
Outstanding Balance				\$1,612.89
Total Amount Outstanding				\$1,612.89

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

My Clean Roof LLC

4771 Harpers Ferry Lane
Jacksonville, FL 32257

Invoice

Date	Invoice #
1/28/2022	997521

Bill To
Murabella

346C
001.330.57200.63300

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	1) Pressure washed curbs in parking lot	950.00	950.00
	2) Pressure washed front entrance monuments and curbs		
	3) Pressure washed bridge		
	4) Pressure washed curbs around mail kiosk		
	5) Pressure washed sidewalk by bridge		
All work is complete!		Total	\$950.00



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

Invoice

Date 2/1/2022

Invoice # 131295604740

Terms	Net 20
Due Date	2/21/2022
PO #	

410 1,330.572.465

Bill To	Ship To
Turnbull Creek CDD 475 West Town Place Ste. 114 St. Augustine FL 32092	Jeff Branch Turnbull Creek CDD 101 West Positano Ave Saint Augustine FL 32092

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	889.75
Fuel Surcharge	Fuel/Environmental Transit Fee	1	ea	38.62
<p><i>Feb Pool Chemi calls</i></p> <p>RECEIVED FEB 02 2022</p>				

A prepayment discount of 5% is available if the entire amount for 2022 is paid by January 31st, 2022. Please contact us at ar@poolsure.com or 1-800-858-POOL(7665) if you have any questions.

Subtotal	928.37
Shipping Cost (FEDEX GROUND)	0.00
Total	928.37
Amount Due	\$928.37

Remittance Slip

Customer
13MUR100
Invoice #
131295604740

Amount Due \$928.37

Amount Paid

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295604740

Riverside Management Services, Inc

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

Invoice

Invoice #: 73

Invoice Date: 2/1/2022

Due Date: 2/1/2022

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
1.330.57200.34200 - Janitorial Services - February 2022		733.33	733.33
1.330.57200.46400 - Pool Maintenance Services - February 2022		1,158.33	1,158.33
1.330.57200.34800 - Facility Monitor - Turnbull Creek - February 2022		2,131.75	2,131.75
1.330.57200.34800 - Facility Monitor - Turnbull Creek - February 2022 - Credit memo 2/1/2022		-309.13	-309.13
1.330.57200.34000 - Facility Management - Turnbull Creek - February 2022		5,373.42	5,373.42
1.330.57200.34300 - Facility Attendants - Turnbull Creek - February 2022		1,427.00	1,427.00
1.330.57200.34300 - Facility Attendants - Turnbull Creek - February 2022 - Credit memo 2/1/2022		-304.61	-304.61
1.330.57200.34100 - Field Operations - Turnbull Creek - February 2022		4,515.33	4,515.33
1.330.57200.34400 - Facility Maintenance - Turnbull Creek - February 2022		4,316.33	4,316.33
1.330.57200.34900 - Common Area Waste Collection - Turnbull Creek - February 2022		1,612.00	1,612.00
1.330.57200.34700 - Program Director - Turnbull Creek - February 2022		226.83	226.83
Total			\$20,880.58
Payments/Credits			\$0.00
Balance Due			\$20,880.58

R.M.W.
2.3.22

Riverside Management Services

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



Turnbull Creek CDD
Monthly Credit Memorandum

DATE: February 1, 2022
FROM: Rich Whetsel
TO: RMS Billing Department
SUBJECT: January Adjustment – Monthly Invoice Adjustment for January 2022 Hourly Services

Please adjust February 2022 invoice to reflect the actual hours worked for the month of January 2022 for the following services.

	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>	<u>Billed</u>	<u>Credit Amount</u>
• Facility Monitor	98.52	\$18.50	\$1,822.62	\$2,131.75	\$309.13
• Facility Attendant	60.67	\$18.50	\$1,122.39	\$1,427.00	\$304.61

RMS

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
FACILITY MONITOR BILLABLE HOURS
FOR THE MONTH OF JANUARY 2022

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
1/4/22	4.18	J.M.	Completed daily checklist, answered calls, closed up
1/5/22	4.22	J.M.	Completed daily checklist, answered calls, closed up
1/6/22	2.23	M.S.	Completed daily checklist, answered calls, closed up
1/7/22	4.23	J.M.	Completed daily checklist, answered calls, closed up
1/11/22	4.22	J.M.	Completed daily checklist, answered calls, closed up
1/12/22	4.13	J.M.	Completed daily checklist, answered calls, closed up
1/13/22	5	T.W.	Completed daily checklist, answered calls and emails
1/13/22	2.02	M.S.	Completed daily checklist, answered calls, closed up
1/14/22	4	T.W.	Completed daily checklist, answered calls and emails
1/14/22	4.2	J.M.	Completed daily checklist, answered calls, closed up
1/17/22	3	T.W.	Completed daily checklist, answered calls, closed up
1/18/22	8	T.W.	Completed daily checklist, answered calls and emails
1/18/22	4.25	J.M.	Completed daily checklist, answered calls, closed up
1/19/22	8	T.W.	Completed daily checklist, answered calls and emails
1/19/22	4.22	J.M.	Completed daily checklist, answered calls, closed up
1/20/22	8	T.W.	Completed daily checklist, answered calls and emails
1/20/22	1.92	H.A.	Completed daily checklist, answered calls, closed up
1/21/22	6	T.W.	Completed daily checklist, answered calls and emails
1/21/22	2.1	M.S.	Completed daily checklist, answered calls, closed up
1/25/22	4.15	J.M.	Completed daily checklist, answered calls, closed up
1/26/22	4.2	J.M.	Completed daily checklist, answered calls, closed up
1/27/22	2.13	M.S.	Completed daily checklist, answered calls, closed up
1/28/22	4.12	J.M.	Completed daily checklist, answered calls, closed up

98.52

RMS

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
FACILITY ATTENDANT BILLABLE HOURS
FOR THE MONTH OF JANUARY 2022

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
1/2/22	7.25	T.W.	Amenity Center/Fitness Center Attendant
1/8/22	7.12	J.M.	Amenity Center/Fitness Center Attendant
1/9/22	7.22	J.M.	Amenity Center/Fitness Center Attendant
1/15/22	6.57	J.A.	Amenity Center/Fitness Center Attendant
1/16/22	2.88	H.A.	Amenity Center/Fitness Center Attendant
1/16/22	2.95	J.A.	Amenity Center/Fitness Center Attendant
1/22/22	7.18	J.M.	Amenity Center/Fitness Center Attendant
1/23/22	7	T.W.	Amenity Center/Fitness Center Attendant
1/29/22	6.5	T.W.	Amenity Center/Fitness Center Attendant
1/30/22	6	J.A.	Amenity Center/Fitness Center Attendant
	<u>60.67</u>		

PO Box 8699, 1880 Eastwest Pkwy
Fleming Island, FL 32006 US
9045054694
Jillf@trimacoutdoor.com
www.trimacoutdoor.com



BILL TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

INVOICE 12743

DATE 02/01/2022 **TERMS** Net 30

DUE DATE 03/03/2022

JOB | SCOPE

Landscape maintenance

383C
1,320.538.466

ACTIVITY	QTY	RATE	AMOUNT
Landscape maintenance:Landscape Maintenance Jacksonville	1	23,454.00	23,454.00
Feb Landscape maintenance for the contracted month, as indicated above by date.			

Once contractor is authorized to perform the work stated on the face of this contract, payment will be 100% due at the completion of the work. If payment has not been received by Trimac Outdoor within (30) days after billing, Trimac Outdoor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at 1.5% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing and on going thereafter until the bill has been paid.

TOTAL DUE

\$23,454.00

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"



Weather Engineers, Inc.

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

Invoice

Number	Date
C26546	02/08/22

BILL TO: #29005

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

SERVICE PERFORMED AT:

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

Site Number: 29005-001

Return this portion with payment

Amount Paid: _____

Invoice Date	Customer #	P.O. Number	Salesman	Terms	Contract #
02/08/22	29005			30	SA001

DESCRIPTION

Service Date: 2/4/22

Performed an inspection on your HVAC equipment as per agreement.

2850

1,330,572.631

TOTAL : \$ 199.50

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

Work Order

Weather Engineers, Inc.
P.O. BOX 37068
Jacksonville, FL 32236
(904) 356-3963 Fax: (904) 356-4969
CAC041190

02/04/22
Page 1

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

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

Call Slip Number

158591

Problem Reported:

Current Contract: 02/01/2022-01/31/2023

PROB: INS-INSPECTION FROM SITE

PREVENTIVE MAINTENANCE INSPECTION WEEK# 1 LAST INSP PERFORMED: 84399

| 08/19/21 | 104

Tech Date
104 02/04/2022

Brand Model Serial #
AMER STAN TWE065E13FBZ 53748SJ2V
Location: OFFICE ROOM

performed maintenance service on the units listed above checked operation, refrigerant PSIG, coil TD, washed CDU coil per agreement, adjusted and or replaced belt per agreement, tightened electrical connections, verified operation and cleaned condensate drain.

Brand Model Serial #
AMER STAN 2A6C0060A3000AB 5455PL52F
Location: L SIDE OF GYM.

performed maintenance service on the units listed above checked operation, refrigerant PSIG, coil TD, washed CDU coil per agreement, adjusted and or replaced belt per agreement, tightened electrical connections, verified operation and cleaned condensate drain.

Brand Model Serial #
TRANE 4TWA4060A3000AB 20273PNY2F

performed maintenance service on the units listed above checked operation, refrigerant PSIG, coil TD, washed CDU coil per agreement,

Weather Engineers, Inc.
P.O. BOX 37068
Jacksonville, FL 32236
(904) 356-3963 Fax: (904) 356-4969
CAC041190

Work Order

02/04/22
Page 2

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

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

Call Slip Number

158591

adjusted and or replaced belt per agreement, tightened electrical connections, verified operation and cleaned condensate drain.

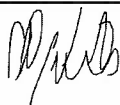
Brand Model Serial #
TRANE TEM6A06A0C60H51SBA 20182J3B3V
Location: CLOSET

performed maintenance service on the units listed above checked operation, refrigerant PSIG, coil TD, washed CDU coil per agreement, adjusted and or replaced belt per agreement, tightened electrical connections, verified operation and cleaned condensate drain.

Qty Material
(12) MICROBIOCIDIC BY OZ BIO-FRESH
(4) GEL TABS(UP TO 3TONS)RED "EACH
(30) NU-BRITE COIL CLEANER (OZ)

Description	Amount
COUPON 100	0.00

All service labor and diagnostics will be warranted thirty (30) days from the date of initial service. Weather Engineers, Inc. warrants all service parts for a period of one (1) year from date of original installation provided time does not exceeds the manufactures warranty period. Weather Engineers, Inc. shall provide new materials under warranty without charge for the part itself. This warranty does not include labor beyond the initial thirty (30) days or other cost incurred for diagnosis, repairing, removing, installing, shipping, servicing or handling of either the defective part or the replacement part or material. Warranty will be performed during normal business hours of 8:00 AM - 4:30 PM Monday thru Friday (only) excluding holidays. Thank You For Your Business!!



Authorized Signature

02/04/2022 10:51AM



FIRE & SAFETY EQUIPMENT
5905 Macy Avenue
Jacksonville, Florida 32211
www.firstcoastfire.net
904-346-0111

Invoice

Date	Invoice #
1/20/2022	6302122821

Bill To
Turnbull Creek CDD 475 West Town Place Ste 114 St Augustine FL 32092
1.330.57200.63100

Ship To
Murabella Club House 101 W. Positano Ave St. Augustine, FL 32092

329C

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
		Net 15	VF	1/20/2022			Murabella Club House	
Quantity		Item Code	Description			Price Each		Amount
1		Service Call	Service Call			95.00		95.00
2		Tag - No Charge	No Charge Tag			0.00		0.00
1		A436500	Ansul 10lb ABC Extinguisher			134.95		134.95



GEOMATICS CORP.
LAND SURVEYING, MAPPING, GPS
2804 N. FIFTH STREET, SUITE 101
ST. AUGUSTINE, FLORIDA 32084
Phone (904)824-3086 Fax (904) 824-5753

388C
1.310.51300.31100
Engineering Survey

Invoice

Invoice Date:	Invoice #:
2/2/2022	22-040

Bill To:
Turnbull Creek CDD 475 West Town Place, Ste 114 Saint Augustine, FL 32092 Attn: Bernadette Peregrino

Project Information
Turnbull Creek CDD 1888 and 1893 S. Cappero Drive Specific Purpose Survey

Job No.	Terms	Due Date:
22-3543		2/2/2022

Description	Hours/Qty	Rate	Amount
RE: SPECIFIC PURPOSE SURVEY to SHOW EXISTING IMPROVEMENTS WITHIN 10' OF THE REAR LOT LINES OF 1888 S. CAPPERO DRIVE AND 1893 S. CAPPERO DRIVE.		1,500.00	1,500.00

Visit us at: www.geomaticscorp.net	Total	\$1,500.00
Please make checks payable to: Geomatics Corp., P.O. Box 860205, St. Augustine, FL 32086. We also accept VISA, Mastercard, & Discover.	Payments/Credits	\$0.00
	Balance Due	\$1,500.00

"Contract/Invoice shall be governed by and construed according to the laws of the State of Florida. Should Payment in full of this Contract/Invoice not be received within 30 days, the amount stated herein shall accrue interest from the 30th day at the maximum allowable rate of interest. Client agrees to pay all costs of collection for this Contract/Invoice, regardless of whether a lawsuit is filed, including without limitation court costs and reasonable attorney's days."

--

Neighborhood Publications, Inc.
P.O. Box 4483
Alpharetta, GA 30023
(904) 514-5447
info@connectneighbors.com
www.connectneighbors.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
MURA5877	02/01/2022	\$45.00	03/03/2022	Net 30	

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

BALANCE DUE

\$45.00

Feb Website
1.330.572.490
346C



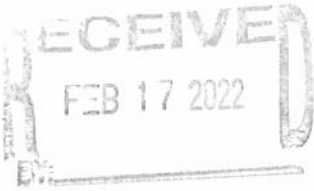
Invoice

Date
Invoice #1/31/2022
1312956049151707 Townhurst Dr
Houston TX 77043
800-858-POOL (7665)
www.poolsure.com

Bill To
Turnbull Creek CDD 475 West Town Place Ste. 114 St. Augustine FL 32092

Terms	Net 20
Due Date	2/20/2022
PO #	
Job Date	1/18/2022
Job Location	Turnbull Creek Murabella Pool
FL License #	CPC1458768
Customer #	13MUR100
Ship To	Jeff Branch Turnbull Creek CDD 101 West Positano Ave Saint Augustine FL 32092

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.00574956 / 00323818

Item ID	Description	Quantity	Units	Rate	Amount
FLDIAG	Diagnostic Visit - Customer says system shuts down after 1300rpm. Settings in inverter are limiting speed of motor. Recommended customer contact inverter manufacturer to diagnose issue. System is locked out from changing settings and only manufacturer can access it. 	1	ea	99.00	99.00

41C

Total 99.00
Amount Due \$99.00

Remittance Slip

Customer
13MUR100
Invoice #
131295604915

Amount Due \$99.00

Amount Paid

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372

131295604915

PO Box 8699, 1880 Eastwest Pkwy
Fleming Island, FL 32006 US
9045054694
Jillf@trimacoutdoor.com
www.trimacoutdoor.com



BILL TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

INVOICE 11603

DATE 11/24/2021 TERMS Net 30

DUE DATE 12/24/2021

JOB | SCOPE
Irrigation Repairs Nov. 2021

383C
irrig

1.320.572.434


ACTIVITY	QTY	RATE	AMOUNT
Irrigation Jacksonville:Irrigation Terracina Entrance: Replace 3 rotor on Berm at field	3	40.00	120.00
Irrigation Jacksonville:Irrigation SR 16 Entrance: Clock: Replace 3 Spray heads Flowers beds	3	30.00	90.00
Irrigation Jacksonville:Irrigation Replace 9 Volt Battery for 2 Node Valves	2	10.00	20.00
Irrigation Jacksonville:Irrigation Labor to locate 2 Battery Node Valves	4	65.00	260.00

Once contractor is authorized to perform the work stated on the face of this contract, payment will be 100% due at the completion of the work. If payment has not been received by Trimac Outdoor within (30) days after billing, Trimac Outdoor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at 1.5% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing and on going thereafter until the bill has been paid.

TOTAL DUE

\$490.00

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

	Bouncers, Slides, and More Inc. 1915 Bluebonnet Way Fleming Island, FL 32003		Invoice			
			Date: March 17, 2022			
			Invoice Number: 03172022.05			
<u>Name / Address</u> Attn: Erick Hutchinson Riverside Mgmt. 101 E. Positano Ave St. Augustine, FL 32092	Additional Details: 001. 330.57200.49400 304C					
<u>Description</u>		<u>Quantity</u>	<u>Rate</u>	<u>Discount</u>	<u>SubTotal</u>	<u>Extended</u>
1	Pool Side Movie	1	\$450.00		\$350.00	\$350.00
2	Popcorn Machine (supplies for 50)	1	\$100.00		\$75.00	\$75.00
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Comments:		Subtotal				\$425.00
		Sales Tax (0.0%)				N/A
		Total				\$425.00

First Coast Scoopers
PO BOX 331130
Atlantic Beach, FL 32233

Invoice

Date	Invoice #
2/25/2022	42437

Bill To
Turnbull Creek CDD 101 West Positano Ave St. Augustine, FL 32092

385c
1,330.572.631

Poop-Free since	Due Date	Account #
	3/27/2022	

Service Description	Rate	# of Services	Amount
10 Roll Case of Pet Waste Bags	69.00	2	138.00
Thanks for making us #1 in the #2 Business! 904-338-4236 Email: andy@firstcoastscoopers.com		Invoice 138.00	

Please write your account number on your check. Thank You

Bill To
Turnbull Creek CDD 101 West Positano Ave St. Augustine, FL 32092
Account #

* New Pet? New phone number? Email?

* Thank you for your referrals! \$20 paid for each sign up after full month of service.
Name and Phone number of referral:

* A Late Fee of \$20 per month will be assessed for payments made after the Due Date.

Payments/Credits	\$0.00
------------------	--------

Total Balance Due	\$138.00
-------------------	----------

Future Horizons, Inc.

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

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

INVOICE

Invoice Number: 72040
Invoice Date: Feb 28, 2022
Page: 1

Bill To:

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

Ship to:

Aquatic Weed
Control Services

Customer ID	Customer PO	Payment Terms	
Tumbull01	Per Contract	Net 45 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		4/14/22

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services within Tumbull creek for the month of February <i>1,320.538.468</i> <i>205C</i> <i>Feb Lake Maintenance</i>	1,224.33	1,224.33
Subtotal				1,224.33
Sales Tax				
Freight				
Total Invoice Amount				1,224.33
Payment/Credit Applied				
TOTAL				1,224.33

Check/Credit Memo No:

Overdue invoices are subject to finance charges.



02/02/2022

RMS
ATTENTION TO: ERICK HUTCHISON 475 W
TOWN PL S
ST AUGUSTINE, FL 32092

RE: Past Due SESAC Accounts

Dear David deNagy,

We have previously forwarded invoice statements reflecting unpaid license fees. However, an outstanding balance remains on your accounts. We would appreciate your prompt remittance of payment in the amount of \$978.00. If you have already paid this balance please disregard this notice.

We thank you for recognizing the importance of respecting copyrights and intellectual property and look forward to continuing to provide you with authorization to perform SESAC's extensive repertory. We are pleased to offer you the option of paying by credit card online at www.sesac.com.

Please use the following addresses when forwarding payments or correspondence:

Payments Only
SESAC, Inc.
PO Box 5246
New York, NY 10008-5246

Correspondence Only
SESAC, Inc.
35 Music Square East
Nashville, TN 37203

If you have any questions concerning your account, please contact us at the phone number or email address provided below.

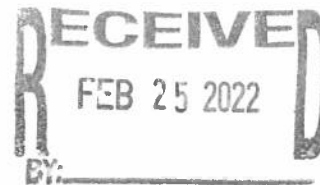
Sincerely,

Customer Service

1-866-218-5823



*FY22 music license
1,330.572.493
274C*



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

To avoid late charges, please pay total due by due date.

CHECK NO : _____

Amount Paid: \$ _____



If paying by credit card: Pay online at www.sesac.com/pay
LoginAccount Number: 9219 Bill To Number: 600845
or Call 1-866-218-5823

RMS



ATTENTION TO: ERICK HUTCHISON 475 W TOWN PL 32092
ST AUGUSTINE, FL 32092 T46 P1



SESAC INC

P.O. BOX 5246

New York, NY 10008-5246

000092190008792100000009781



Account Summary

Line Ref	Account Type	Address	Balance
Mura Bella	Multi-Unit Residential	101 W Positano Ave, St Augustine, FL 32092	\$978.00
Grand Total			\$978.00



PO Box 8699, 1880 Eastwest Pkwy
Fleming Island, FL 32006 US
9045054694
Jillf@trimacoutdoor.com
www.trimacoutdoor.com



BILL TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

INVOICE 13241

DATE 03/01/2022 TERMS Net 30

DUE DATE 03/31/2022

JOB | SCOPE
Landscape maintenance
Mar

3830
1,320.538.466

ACTIVITY	QTY	RATE	AMOUNT
Landscape maintenance:Landscape Maintenance Jacksonville Landscape maintenance for the contracted month, as indicated above by date.	1	23,454.00	23,454.00

Once contractor is authorized to perform the work stated on the face of this contract, payment will be 100% due at the completion of the work. If payment has not been received by Trimac Outdoor within (30) days after billing, Trimac Outdoor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at 1.5% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing and on going thereafter until the bill has been paid.

TOTAL DUE

\$23,454.00

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

2

Turnbull Creek Community Development District
FY 2022 Assesment Receipts Summary

# UNITS ASSESSED	TOTAL ASSESSED	SERIES 2015 A1-A2 DEBT ASSESSED	SERIES 2016 DEBT ASSESSED	SERIES 2015 B1-2 DEBT ASSESSED	O&M ASSESSED
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CERTIFIED TAX ROLL 959 2,558,384.77 985,874.50 286,504.77 78,986.62 1,207,018.88

TAX ROLL RECEIPTS						
DATE RECEIVED	ST JOHNS CO. DIST.	TOTAL RECEIVED	SERIES 2015 A1- A2 DEBT RECEIVED	SERIES 2016 DEBT RECEIVED	SERIES 2015 B1-2 DEBT RECEIVED	O&M RECEIVED

11/4/2021	1	21,580.64	8,316.11	2,416.74	666.27	10,181.52
11/17/2021	2	69,547.83	26,800.28	7,788.42	2,147.18	32,811.94
11/22/2021	3	186,468.78	71,855.81	20,882.00	5,756.97	87,974.00
12/8/2021	4	229,645.01	88,493.79	25,717.16	7,089.97	108,344.09
12/20/2021	5	485,876.56	187,232.71	54,411.66	15,000.77	229,231.42
1/14/2022	6	1,408,276.51	542,679.86	157,708.08	43,478.61	664,409.97
1/21/2022	INTEREST	32.44	12.50	3.63	1.00	15.30
2/16/2022	7	55,073.21	21,222.48	6,167.46	1,700.31	25,982.96
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

TOTAL TAX ROLL RECEIPTS	2,456,500.98	946,613.54	275,095.15	75,841.09	1,158,951.20
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PERCENT COLLECTED	96.02%	96.02%	96.02%	96.02%	96.02%
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Alpha Dog Security

110 Cumberland Park Dr
Suite 106
Saint Augustine, FL 32095
9042574295

INVOICE

Invoice Number	Invoice Date
20830	1/1/2022

Customer Number	Terms
11705	Due On Receipt

TO: **Turnbull Creek CDD (Murabella)**
101 W Positano AVE

Saint Augustine, FL 32092

REMIT: **Alpha Dog Audio Video Security**
110 Cumberland Park Dr
Suite 106
Saint Augustine, FL 32095

CUSTOMER NAME	CUST NO	PO NUMBER	INVOICE DATE	TERMS
Turnbull Creek CDD	11705		1/1/2022	Due On Receipt

Description

Turnbull Creek CDD (Murabella) - 101 W Positano AVE Saint Augustine, FL 32092

Alarm.com Cloud Access Control: 01/01/2022 - 01/31/2022

Rate	Quantity	Amount
\$30.00	1.00	\$30.00
Subtotal		\$30.00
Taxes		\$0.00
Total		\$30.00
Payments/Credits		\$0.00
Net Due		\$30.00

Jan

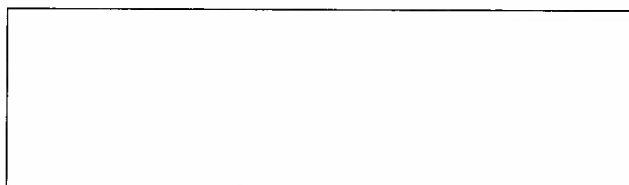
1,330.572,345

384C

As Of	Invoice No	Description	Amount	Net Due
03/02/2022	20830	Contracted Services	\$30.00	\$30.00

Alpha Dog Audio Video Security

110 Cumberland Park Dr
Suite 106
Saint Augustine, FL 32095
9042574295



Alpha Dog Security

110 Cumberland Park Dr
Suite 106
Saint Augustine, FL 32095
9042574295

TO: **Turnbull Creek CDD (Murabella)**
101 W Positano AVE

Saint Augustine, FL 32092

INVOICE

Invoice Number Invoice Date
21643 **2/1/2022**

Customer Number Terms
11705 **Due On Receipt**

REMIT: **Alpha Dog Audio Video Security**
110 Cumberland Park Dr
Suite 106
Saint Augustine, FL 32095

CUSTOMER NAME	CUST NO	PO NUMBER	INVOICE DATE	TERMS
Turnbull Creek CDD	11705		2/1/2022	Due On Receipt

Description

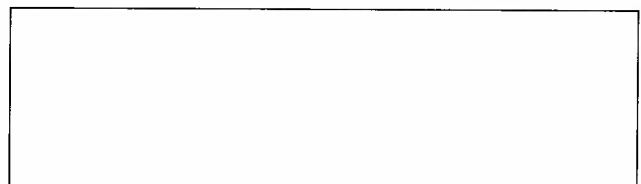
	Rate	Quantity	Amount
<i>Turnbull Creek CDD (Murabella) - 101 W Positano AVE Saint Augustine, FL 32092</i>			
Alarm.com Cloud Access Control: 02/01/2022 - 02/28/2022	\$30.00	1.00	\$30.00
<i>Feb</i>			
		Subtotal	\$30.00
		Taxes	\$0.00
		Total	\$30.00
		Payments/Credits	\$0.00
		Net Due	\$30.00

384C
1.330.572.345

As Of	Invoice No	Description	Amount	Net Due
03/02/2022	21643	Contracted Services	\$30.00	\$30.00

Alpha Dog Audio Video Security

110 Cumberland Park Dr
Suite 106
Saint Augustine, FL 32095
9042574295



Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 287
Invoice Date: 3/1/22
Due Date: 3/1/22
Case:
P.O. Number:

Bill To:

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

Description	16C	Hours/Qty	Rate	Amount
Management Fees - March 2022	1,310.513.340		3,750.00	3,750.00
Website Administration - March 2022	1,310.513.550		100.00	100.00
Information Technology - March 2022	1,310.513.351		150.00	150.00
Dissemination Agent Services - March 2022	1,310.513.313		166.67	166.67
Office Supplies	1,310.513.510		0.39	0.39
Postage	1,310.513.420		30.75	30.75
Copies	1,310.513.425		10.35	10.35
Telephone	1,310.513.410		18.96	18.96
Total				\$4,227.12
Payments/Credits				\$0.00
Balance Due				\$4,227.12



Invoice

Scheduled: 3/9/2022 Tech: TAB
Warranty Expires: 5/17/2018
Maint Expires: 8/31/2022

Invoice#: **161893**
Invoice Date: 3/9/2022
Due Date: 3/9/2022
Service Date:
Terms: Due Upon Receipt

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

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

Job Site: Site ID# **8522**
Murabella Pump System Replaces ID4782
101 West Positano Ave
St. Augustine, FL 32092
Tel: 904-376-0212 Contact: Joshua Boucher
Maintenance: FG2
Model: HC2F-25PDV-208/3-MR3L-Z

1730

Pump System

Station Design: 600 GPM at 70 PSI

Job Completed YES ☒ NO ☐

Hoover Additional Work Required YES ☐ NO ☒

System Operating YES ☒ NO ☐

Additional Work Required By Customer YES ☐ NO ☒

Nature of Call

001.330.572.631

Visit #2 of 2, Year 1 of 1, Level 5 Preventative Maintenance. Serviced all hydraulic pilot components, flushed valve, cleaned y-strainer, opened and cleaned reducing and sustaining pilots as applicable, checked valve, checked speed control and tubing, checked pressure tank, tightened all bolts on skid, tested control panel logic, tightened all electrical connections in panel and to motor, treated with protectant, checked and replaced any defective lights and fuses, greased motor (if applicable), rinsed skid, ran system to confirm proper operation per proposal# MA 4580. Service pre-authorized for up to \$0.00

Work Performed

Hoover technician Tomas performed and observed the following while onsite:

- arrived to station and sent email to contact
- found VFD on HAND MODE ; some one that doesn't know how the station operates had left the VFDs ON for days without moving water which caused the manifold to heat up and potentially damaged components. Found pressure gauge at 100psi, and pressure transducer reading 50psi when no pressure was on the system.
- replaced components on site and tested station
- ran water and verified operation
- left station operational on Auto
- locked enclosure (no one should be touching VFD's or any electrical components other than Hoover Personnel)
- left station operational

Invoice#: 161893

Remittance: PO Box 31561, Tampa FL 33631-3561

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



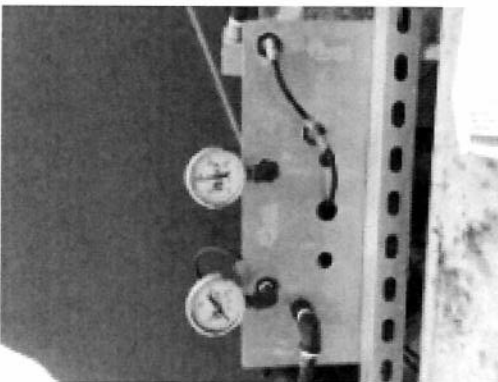
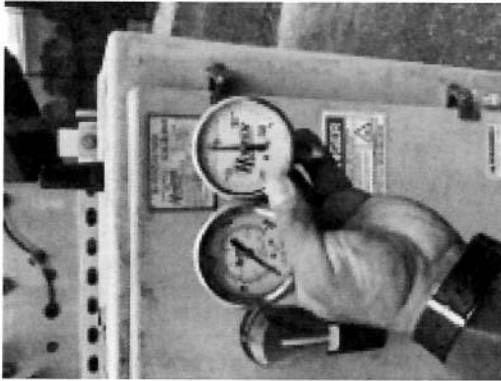
2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Invoice

Scheduled: 3/9/2022 Tech: TAB
Warranty Expires: 5/17/2018
Maint Expires: 8/31/2022

Invoice#: **161893**
Invoice Date: 3/9/2022
Due Date: 3/9/2022
Service Date:
Terms: Due Upon Receipt

Work Performed



Sub Total: \$291.80

Sales Tax \$0.00

Grand Total: \$291.80

Invoice#: 161893
Remittance: PO Box 31561, Tampa FL 33631-3561
2801 N. Powerline Road • Pompano Beach, FL 33069 • (954) 971-7350 • Fax (954) 975-0791



Invoice

Scheduled: 3/9/2022 Tech: TAB
Warranty Expires: 5/17/2018
Maint Expires: 8/31/2022

Invoice#: **163835**
Invoice Date: 3/9/2022
Due Date: 3/9/2022
Service Date:
Terms: Due Upon Receipt

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

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

Job Site: Site ID# **8522**
Murabella Pump System Replaces ID4782
101 West Positano Ave
St. Augustine, FL 32092
Tel: 904-376-0212 Contact: Joshua Boucher
Maintenance: FG2
Model: HC2F-25PDV-208/3-MR3L-Z

Pump System

Station Design: 600 GPM at 70 PSI

Job Completed YES ☒ NO ☐

Hoover Additional Work Required YES ☐ NO ☒

System Operating YES ☒ NO ☐

Additional Work Required By Customer YES ☐ NO ☒

Nature of Call

Execute Service Proposal 97401.

S/O -- Proactive Modem Replacement

Benefits of the new modem include:

- Full 4G support from Verizon as the 3G platform will no longer be supported.
- Ability to remotely reset the modem so your personnel does not have to be physically on-site for a power cycle to reset the station.

Hoover Proposes to:

- Install a new Industrial 4G modem.
- Startup, calibration and test operation.

Work Performed

Hoover technician Tomas performed and observed the following while onsite:

--arrived to station and sent email to contact

--found VFD's ON manually, and station manifold completely HOT, someone had turned both VFD on HAND MODE and left it for days. (stickers are set on VFD specificity for the reason to only have VFD on AUTO (see pics))

--set VFD on AUTO and locked enclosure, no reason for any one to be touching VFD; potential damage and not knowing station operation would cause severe consequences and potential injury to personnel and irrigation.

--tested new modem, and left STATION operational in AUTOMATIC

Invoice#: 163835

Remittance: PO Box 31561, Tampa FL 33631-3561

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



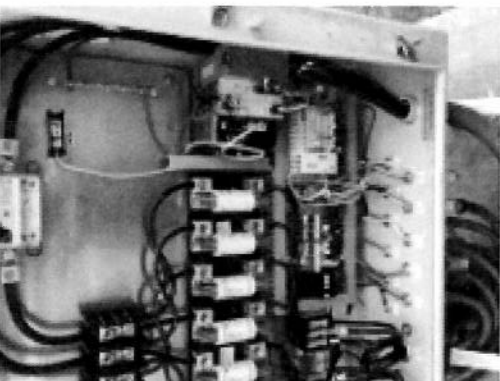
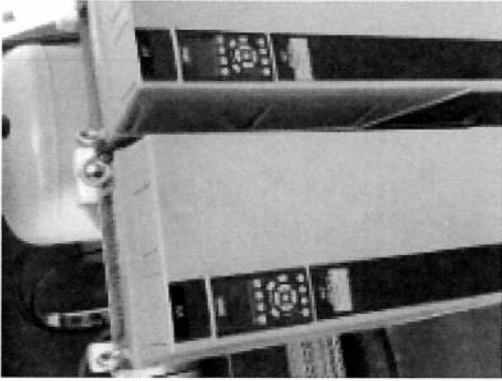
2801 N. Powerline Road
Pompano Beach, FL 33069
Tel 954-971-7350 Fax 954-975-0791

Invoice

Scheduled: 3/9/2022 Tech: TAB
Warranty Expires: 5/17/2018
Maint Expires: 8/31/2022

Invoice#: **163835**
Invoice Date: 3/9/2022
Due Date: 3/9/2022
Service Date:
Terms: Due Upon Receipt

Work Performed



Invoice#: 163835
Remittance: PO Box 31561, Tampa FL 33631-3561
2801 N. Powerline Road • Pompano Beach, FL 33069 • (954) 971-7350 • Fax (954) 975-0791



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

Invoice

Scheduled: 3/9/2022 Tech: TAB
Warranty Expires: 5/17/2018
Maint Expires: 8/31/2022

Invoice#: **163835**
Invoice Date: 3/9/2022
Due Date: 3/9/2022
Service Date:
Terms: Due Upon Receipt

Sub Total: \$1,201.64
Discount Amt: \$120.00
Sales Tax \$0.00
Grand Total: \$1,081.64



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

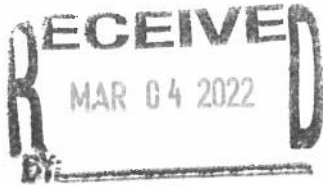
Invoice

Date 3/1/2022

Invoice # 131295605314

Terms	Net 20
Due Date	3/21/2022
PO #	

Bill To	Ship To
Turnbull Creek CDD 475 West Town Place Ste. 114 St. Augustine FL 32092	Jeff Branch Turnbull Creek CDD 101 West Positano Ave Saint Augustine FL 32092

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	889.75
Fuel Surcharge	Fuel/Environmental Transit Fee	1	ea	38.62
	<i>mar Pool Chemicals 1.330.572.465 41C</i>			
				

Subtotal 928.37
Shipping Cost (FEDEX GROUND) 0.00
Total 928.37
Amount Due \$928.37

Remittance Slip

Customer
13MUR100
Invoice #
131295605314

Amount Due \$928.37

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295605314

PO Box 8699, 1880 Eastwest Pkwy
Fleming Island, FL 32006 US
9045054694
Jillf@trimacoutdoor.com
www.trimacoutdoor.com



BILL TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

SHIP TO
Murabella-Turnbull Creek
101 E Positano Ave
St Augustine, FL 32092

INVOICE 13283

DATE 03/02/2022 TERMS Net 30

DUE DATE 04/01/2022

JOB | SCOPE
Valve replacement

ACTIVITY	QTY	RATE	AMOUNT
Irrigation Jacksonville:Irrigation Replace 2" Valve - Not shutting down	1	500.00	500.00

Once contractor is authorized to perform the work stated on the face of this contract, payment will be 100% due at the completion of the work. If payment has not been received by Trimac Outdoor within (30) days after billing, Trimac Outdoor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at 1.5% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing and on going thereafter until the bill has been paid.

1.320.572.434
383C

TOTAL DUE

\$500.00

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"



PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 952603 • Atlanta, Georgia 31192-2503
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpest.com

Service Slip/Invoice

INVOICE: 8236009
DATE: 2/21/2022
ORDER: 8236009

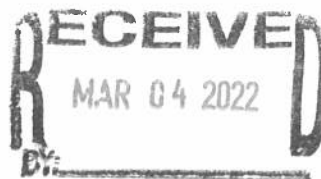
Bill To: [129708]
Turnbull Creek CCD
475 W Town Pl Ste 114
Saint Augustine, FL 32092-3649

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

Work Date	Time	Target Pest	Technician	Time In
2/21/2022	11:10 AM			11:10 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	2/21/2022		11:57 AM

Service	Description	Price
---------	-------------	-------

CPCM	Commercial Pest Control - Monthly Service	\$121.28
------	---	----------



39C
1.330.572.466

SUBTOTAL	\$121.28
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$121.28

AMOUNT DUE \$121.28

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 952603 • Atlanta, Georgia 31192-2603
904-355-5309 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpest.com

Service Slip/Invoice

INVOICE: 8236592
DATE: 2/21/2022
ORDER: 8236592

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

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

Work Date	Time	Target Pest	Technician	Time In
2/21/2022	11:11 AM			11:11 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	2/21/2022		11:57 AM

Service	Description	Price
---------	-------------	-------

CPCM Commercial Pest Control - Monthly Service \$82.69

SUBTOTAL	\$82.69
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$82.69

AMOUNT DUE \$82.69



39C
1.330.572.464

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.

INVOICE

Alfred W. Grover, Electrical Contractor

1304 Padola Road
St Augustine, FL 32092
215-847-5339
awg7422@gmail.com
FL License: EC 13010167

DATE: 3/20/2022
INVOICE # 32022

**Bill To:**

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

Job Location: Murabella Amenity Center, St Augustine, Florida

DESCRIPTION OF WORK	AMOUNT
1) Service Call: Trouble shoot chemical controller pressure switch <i>001.330.57200.63100</i> <i>362C</i>	
Labor: 1 electrician 1.5 hours @ \$75 per hour	112.50
Worked ordered by Jerry Lambert	
TOTAL	\$ 112.50

Please make check payable to: **Alfred W. Grover**

THANK YOU FOR YOUR BUSINESS!

Envera
8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0731

Invoice	
Invoice Number 712764	Date 03/01/2022
Customer Number 400208	Due Date 04/01/2022

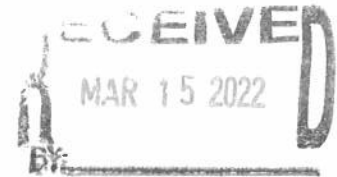
Page 1

Customer Name	Customer Number	P.O. Number	Invoice Number	Due Date
Murabella	400208		712764	04/01/2022
Quantity	Description		Rate	Amount
	Murabella, 3970 Pacetti Rd, Saint Augustine, FL			
3.00	Active Video Monitoring 04/01/2022 - 06/30/2022		315.00	945.00
3.00	Service & Maintenance 04/01/2022 - 06/30/2022		178.00	534.00
	Sales Tax			0.00
	Payments/Credits Applied			0.00
Invoice Balance Due:				\$1,479.00

IMPORTANT MESSAGES

Important Numbers to Know:

Billing Questions: (941) 556-0743
Email: ar@enverasystems.com
Service: (941) 556-0734



Date	Invoice #	Description	Amount	Balance Due
03/01/2022	712764	Alarm Monitoring Services	\$1,479.00	\$1,479.00

Envera
8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0731

Return Service Requested

Invoice	
Invoice Number 712764	Date 03/01/2022
Customer Number 400208	Due Date 04/01/2022

Net Due: \$1,479.00

Amount Enclosed: _____

|||||
MURABELLA
C/O TURNBULL CREEK CDD
475 W TOWN PL STE 114
SAINT AUGUSTINE, FL 32092-3649

2773

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

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

Website
1.330.57200.49000

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
MURA5878	03/01/2022	\$45.00	03/31/2022	Net 30	

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

Nav

BALANCE DUE

\$45.00

1.330.572.49000
346C



LIFE FITNESS
Main (800)735-3867

INVOICE

INVOICE #	6998270
ORDER #	36532453
CUSTOMER PO #	NP - ERICK HUTCHISON
INVOICE DATE	25-FEB-22
DUE DATE	27-MAR-22
BILL TO #	491709
SHIP TO #	621106

BILL TO:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
475 W TOWN PL
STE 114
SAINT AUGUSTINE FL 32092-3649

SHIP TO:

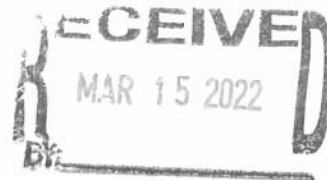
ERICK HUTCHISON
412 SENTOSA DRIVE
UNIT #307
SAINT JOHNS FL 32259

PLEASE DISREGARD IF PAYMENT HAS ALREADY BEEN REMITTED. SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Due Date:		Sales Rep:		Terms of Sales:		Shipping Terms:	Ship Date:
27-MAR-22				NET 30			25-FEB-22
QTY ORDERED	QTY SHIP	B/O	PART NO.	DESCRIPTION/SERIAL#	UNIT PRICE	EXTENSION	
1	1	0	8655401	Coupler, OSAB Handle	10.56	10.56	
6	6	0	3226001	6-20 X 6 PHI PAN PLT ST BZ	1.23	7.38	
			FREIGHT ALL	FREIGHT CHARGES		20.01	

Order Comments:

SUB-TOTAL	37.95
TAX:	0.00
DEPOSIT:	0.00
US\$ TOTAL DUE:	37.95



1.330.572.631

322C

R/R

DETACH PAYMENT STUB AND RETURN WITH CHECK PAYABLE TO: LIFE FITNESS

Page 1 of 1

INVOICE: 6998270
CUSTOMER PO: NP - ERICK HUTCHISON
INVOICE DATE: 25-FEB-22
DUE DATE: 27-MAR-22
US\$ TOTAL DUE: 37.95

MAIL THIS PORTION ALONG WITH PAYMENT TO:

LIFE FITNESS
2716 NETWORK PLACE
CHICAGO IL 60673-1271



FOR CHANGE OF ADDRESS CHECK HERE AND FILL OUT
NEW ADDRESS INFORMATION ON OTHER SIDE.