



Rizzetta & Company

# **Turnbull Creek Community Development District**

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## **Board of Supervisors' Meeting August 9, 2022**

**District Office:  
2806 N. Fifth Street, Unit 403  
St. Augustine, Florida 32084  
(904) 436-6270**

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Murabella Amenity Center  
101 Positano Avenue, St. Augustine FL 32092

<b>District Board of Supervisors</b>	Chris Delbene	Chairman
	Diana Jordan-Burks	Vice Chairman
	Chuck Labanowski	Assistant Secretary
	Jeremy Vencil	Assistant Secretary
	Brian Wing	Assistant Secretary
<b>District Manager</b>	Carol Brown	Rizzetta & Company
<b>District Counsel</b>	Jennifer Kilinski	KE Law Group
<b>District Engineer</b>	Steve Collins	JMT Engineering

**All cellular phones and pagers must be silenced while in the meeting room.  
The District Agenda is comprised of five different sections:**

The **regular** meeting will begin promptly at **6:30 p.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. The fourth section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
www.turnbullcreekcdd.com

## Board of Supervisors Turnbull Creek Community Development District

August 2, 2022

### AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District will be held on August 9, 2022 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - 1.) Update on Pond Bank Project Status
  - C. Landscape Manager..... Tab 1
    - 1.) Landscape Manager Report, dated July 8, 2022
  - D. Amenity and Field Operation Managers..... Tab 2
    - 1.) Amenity and Field Operation Manager's Report, dated August 9, 2022
    - 2.) Update on Restitution and Suspension of Privileges
  - E. District Manager
- 4. BUSINESS ITEMS**
  - A. Consideration of JMT Invoices and Engineering Updates..... Tab 3
  - B. Discussion of Homeowner Request to Install Drainage Box and Lines to Retention Pond (*Under Separate Cover*)
  - C. Consideration of Night Swimming and Review of Amenity Center Rules & Policies..... Tab 4
  - D. Consideration of Amendment to RMS Agreement..... Tab 5
  - E. Consideration of Janitorial Proposal(s)..... Tab 6
  - F. Consideration of Preventative Maintenance Fitness Equipment Proposal(s)..... Tab 7
  - G. Consideration of Website Proposal(s)..... Tab 8
  - H. Consideration of Resolution 2022-14, Certifying the Officers..... Tab 9
  - I. Public Hearing on Fiscal Year 2022-2023 Final Budget
    - 1.) Consideration of Resolution 2022-15, Approving Fiscal Year 2022-2023 Final Budget..... Tab 10
  - J. Public Hearing on Special Assessments
    - 1.) Consideration of Resolution 2022-16, Imposing Special Assessments..... Tab 11

K. Ratification of the following:.....	Tab 12
1.) Universal Engineering Sciences Proposal	
2.) Poolsure Pump Proposal	
L. Acceptance of the Financial Audit for September 30, 2021.....	Tab 13
M. Consideration of Door Replacement Proposal(s).....	Tab 14
N. Review of Consideration of Security Camera Proposals*	
<b>5. BUSINESS ADMINISTRATION</b>	
A. Consideration of Minutes of the Board of Supervisors' Regular Meeting held June 14, 2022.....	Tab 15
<b>6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS</b>	
<b>7. ADJOURNMENT</b>	

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at 904-436-6270 ext. 4631.

Yours kindly,

*Carol L. Brown*

Carol L. Brown

\* *Florida law requires Board discussions related to the District's security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.07138 and Section 281.301 of the Florida Statutes. Only the Board and staff can be present for discussion of this agenda item.*

*DISTRICT COUNSEL*

*DISTRICT ENGINEER*

## **Tab 1**



# Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 7/4-7/8
<b>1.0 Maintenance</b>		Page 1 of 2
<b>Non-Growing Season Only (November 1 - March 31st)</b>		
<b>1.1 Mowing (by Friday of each week) 3 days / week</b>	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"/>	Fourth of July
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	<input checked="" type="checkbox"/>	edged/sprayed out tree wells/treated ants
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	<input checked="" type="checkbox"/>	removed any debris from pond banks
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	<input checked="" type="checkbox"/>	mowed field areas as needed
Friday - Outer berms off od SR16 & Pacetti Rd	<input checked="" type="checkbox"/>	removed debris/sprayed weeds
<b>1.2 String Trimming</b>	Comments	
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	<input checked="" type="checkbox"/>	
<b>1.3 Edging</b>	Comments	
All hardscape and paved trails at each mowing cycle	<input checked="" type="checkbox"/>	
<b>1.4 Blowing</b>	Comments	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	<input checked="" type="checkbox"/>	
<b>1.5 Weed Control</b>	Comments	
Weeding of plant beds, all natural areas and berms	<input checked="" type="checkbox"/>	sprayed out as needed in these areas
Pre & Post emergents applied at appropriate times	<input checked="" type="checkbox"/>	
<b>1.6 Pruning</b>	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"/>	continued raising tree canopies as needed
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"/>	
<b>1.7 Berms</b>	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"/>	sprayed out as needed in these areas
<b>2.0 Pesticide Application</b>	Comments	
<b>2.1 Turf Pest Control</b>	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"/>	spot treated fire ant mounds 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 & mall 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	repaired some broken heads in mowing area	
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.		repaired some drip lines on berm area	
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)			
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): Robert		Signature (Operations Manager) :	



**Murabella / Turnbull Creek CDD / Landscape Irrigation Audit**

Landscape Maintenance Checklist (Trimac)		Week Starting: 7/11-7/15
<b>1.0 Maintenance</b>		
<b>Non-Growing Season Only (November 1 - March 31st)</b>		Page 1 of 2
<b>1.1 Mowing (by Friday of each week) 3 days / week</b>		
<b>All Turf &amp; Pond Areas</b>		
	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	sprayed berm area/treated ant mounds
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	X	edged/sprayed out tree wells
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	X	string trimmed pond banks
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	X	mowed field areas as needed
Friday - Outer berms off od SR16 & Pacetti Rd	X	continued spraying as needed/debris removal
<b>1.2 String Trimming</b>		
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
<b>1.3 Edging</b>		
All hardscape and paved trails at each mowing cycle	X	
<b>1.4 Blowing</b>		
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
<b>1.5 Weed Control</b>		
Weeding of plant beds, all natural areas and berms	X	
Pre & Post emergents applied at appropriate times	X	sprayed out as needed in these areas
<b>1.6 Pruning</b>	X	
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	continued raising tree canopies as needed
Trees (crape Myrtles) shall be pruned when dormant (winter)	X	
Palms trimming shalll be done one time per year (June-July)	X	
<b>1.7 Berms</b>		
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	X	sprayed out as needed in these areas
<b>2.0 Pesticide Application</b>		
<b>2.1 Turf Pest Control</b>		
Turf inspected weekly and spot treated (As Needed)	X	
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	X	
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses	X	
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	X	spot treated fire ant mounds 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	repaired some broken heads in mowing area	
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.		replaced defective valve adjacent to amenities center	
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)			
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): Robert		Signature (Operations Manager) :	



**Murabella / Turnbull Creek CDD / Landscape Irrigation Audit**

Landscape Maintenance Checklist (Trímac)		Week Starting: 7/18-7/22
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	removed debris from berm area
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	X	mowed all areas
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	X	removed debris from field areas
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	X	mowed all areas
Friday - Outer berms off od SR16 & Pacetti Rd	X	
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		sprayed out as needed in these areas
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	spraying berm sections as needed
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)		
Weeds to be removed / treated year round as needed	X	sprayed out as needed in these areas
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	X	spot treated as needed



# Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

2.2 Shrub & Tree Pest Control		Comments	Page 2 of 2
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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 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.		repaired some broken heads replaced valve in athletic field adjacent to amenities	
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			
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Christmas color display of poinsetta's at amenity center entrance at the holidays			
Signature (Trimac Outdoor): Robert		Signature (Operations Manager) :	



**Murabella / Turnbull Creek CDD / Landscape Irrigation Audit**

Landscape Maintenance Checklist (Trimac)		Week Starting: 7/25-7/29
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	
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Friday - Outer berms off od SR16 & Pacetti Rd	X	
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		continued spraying as needed
Pre & Post emergents applied at appropriate times		
1.6 Pruning	X	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.		spraying berm sections as needed
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shalll be done one time per year (June-July)		
1.7 Berms		Comments
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# Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

2.2 Shrub & Tree Pest Control		Comments	Page 2 of 2
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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 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.		made minor repairs as needed	
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			
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Christmas color display of poinsetta's at amenity center entrance at the holidays			
Signature (Trimac Outdoor): Robert		Signature (Operations Manager) :	

## **Tab 2**

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

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

## **Memorandum**

**Date:** August 9, 2022  
**To:** Turnbull Board of Supervisors  
Carol Brown, 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 parking lot tire marks.
9. Cut back ornamental grass and spray berms.
10. Replacement of flowers at 16 and Terracina entrance.
11. Seasonal irrigation audit replacement of a valve and heads.
12. New pump and components replaced at pool.
13. Replaced 2 overhead light fixtures at pool.
14. Removal of 20 dead trees.

**Amenity Manager: Erick Hutchison**

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily
- Additional security proposals for Envera and HiTech
- Additional RMS staff for night swimming proposal
- PM quotes for gym equipment
- Janitorial quotes

**Other Ongoing Projects: Site**

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Should you have any questions or comments regarding the above information, please feel free to contact Jerry Lambert at (248) 807-2763.

## *Update on Restitution and Suspension of Privileges*

*DISTRICT MANAGER*



## **Tab 3**



Carol Brown  
Managing Director  
Rizetta & Company  
3434 Colwell Ave  
Unit 200  
Tampa, FL 33614

Attn: District Manager

Remit to: Johnson, Mirmiran & Thompson, Inc.  
Attn: Accounts Receivable  
40 Wight Avenue  
Hunt Valley, MD 21030

Invoice Date: June 10, 2022  
Invoice Number: 5-191797  
Period Ending: 4/23/2022  
JMT Project Number: 20-02086-001  
Prepared By: Amanda Engle  
Email: [Aengle@JMT.com](mailto:Aengle@JMT.com)

**Turnbull Creek Community Development District - FY21**

Period Ending	Employee	Description	Hours	Rate	Amount
4/23/2022	Steven Collins	Sr. Engineer	83.50	\$175.00	\$14,612.50
4/23/2022	Reece Carine	Project Engineer	10.00	\$135.00	\$1,350.00
4/23/2022	Robert Dvorak	Project Manager	0.50	\$195.00	\$97.50
4/23/2022	Michael Stephenson	Engineer	32.00	\$105.00	\$3,360.00
4/23/2022	Jason Evert	Sr. Environmental Scientist	4.50	\$150.00	\$675.00
Total Services:					<b>\$20,095.00</b>
Amount Due This Invoice:					<b>\$20,095.00</b>

"Certified that all invoicing is true and correct and payment has not yet been received."

  
Steven Collins, Senior Engineer

Federal I.D. Number 52-0963531

Remit to: Johnson, Mirmiran & Thompson, Inc.  
Attn: Accounts Receivable  
40 Wight Avenue  
Hunt Valley, MD 21030

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Prepared By: Amanda Engle  
Email: [Aengle@JMT.com](mailto:Aengle@JMT.com)

Turnbull Creek Community Development District - FY21

Work Performed Notes

Employee	Name Date	Comment	Hours
Carine, Reece	2/18/2022	Easement encroachment: Preparing encroaching homes exhibit	4.00
Carine, Reece	2/21/2022	Easement encroachment: Identifying encroaching infrastructure	6.00
Collins, Steven D	2/1/2022	Easement encroachment: Coordination with Surveyor and others	1.00
Collins, Steven D	2/2/2022	Easement encroachment: Coordination with surveyor and others	1.00
Collins, Steven D	2/11/2022	Coordinate on erosion issue: Coordination about erosion from rain and about the lack of turbidity control on site.	1.00
Collins, Steven D	2/17/2022	Easement encroachment: Meeting to discuss easement encroachment Coordination on encroachment figures	1.50
Collins, Steven D	2/21/2022	Easement encroachment: Review easement figures and coordination	1.00
Collins, Steven D	2/22/2022	Coordination with Contractor. Patio fill area / encroachment coordination	0.50
Collins, Steven D	2/24/2022	Coordination with Contractor. Contractor asking if they can use S. Cappero Drive cul-de-sac.	0.50
Collins, Steven D	2/28/2022	Patio fill area / encroachment coordination	1.00
Collins, Steven D	3/1/2022	Easement encroachment: Discussion with Jennifer and Ernesto Coordination with contractor	2.00
Collins, Steven D	3/2/2022	Coordination with Contractor about geogrid return	1.00
Collins, Steven D	3/4/2022	Coordination with Contractor about encroachment from the existing patio	0.50
Collins, Steven D	3/8/2022	CDD meeting and coordination with CDD.	6.00
Collins, Steven D	3/9/2022	Meeting scheduled by Jennifer, plus contact manufacturer about geogrid suitability, plus inquiry about borrow / quarry information from contractor.	3.00
Collins, Steven D	3/10/2022	Inquiry about soil information from contractor. Provide contractor Board's concerns/photos about erosion.	3.00
Collins, Steven D	3/11/2022	Coordination with contractor about erosion from rain. Provide estimate for silt fence. About placing inlet protection.	2.00
Collins, Steven D	3/13/2022	Correspondence with CDD about certification request	0.50
Collins, Steven D	3/14/2022	Coordination with contractor. Submit weekly inspection report.	1.50
Collins, Steven D	3/15/2022	Coordination with contractor and CDD about erosion from rain. Also about turbidity control.	2.00
Collins, Steven D	3/16/2022	Discussion with contractor and Jennifer Kilinski about erosion from rain	2.00
Collins, Steven D	3/18/2022	Provide alternative options and costs at request of CDD. Provide velocity and shear stress analysis for suitable erosion control product replacement. Coordination with contractor, and coordination with Jennifer Kilinski.	5.00
Collins, Steven D	3/21/2022	Respond to CDD inquiries about geogrid return or replacement	1.00
Collins, Steven D	3/22/2022	Coordination with contractor about turbidity curtain. Submit inspection report to CDD.	1.00
Collins, Steven D	3/23/2022	Provide alternative options and costs at request of CDD. Coordination with contractor. Review soil stabilization matting options.	1.00
Collins, Steven D	3/28/2022	Weekly inspection report. Coordination with contractor. Coordination with Jennifer Kilinski	2.00
Collins, Steven D	3/29/2022	Provide alternative options and costs at request of CDD. Coordinate with contractor. Discuss with Jennifer Kilinski and Jim Oliver. Provide engineering review of pond bank repair options.	3.00
Collins, Steven D	3/30/2022	Provide alternative options and costs at request of CDD. Writeup pond bank recommendations memo and coordinate with contractor.	1.50
Collins, Steven D	3/31/2022	Provide alternative options and costs at request of CDD. Email recommendations to board.	1.00
Collins, Steven D	3/31/2022	Provide alternative options and costs at request of CDD. Respond to immediate inquiries from Jennifer.	0.50
Collins, Steven D	4/1/2022	Coordination with CDD and contractor	1.00
Collins, Steven D	4/4/2022	Inspection requested by CDD: Provide weekly inspection report	1.00
Collins, Steven D	4/5/2022	Inspection requested by CDD: Site visit/inspection. Correspondence with Contractor about deficiencies.	4.00
Collins, Steven D	4/6/2022	Response to letter from Jennifer Kilinski.	1.00
Collins, Steven D	4/7/2022	Response to letter from Jennifer Kilinski.	5.00
Collins, Steven D	4/8/2022	Coordinate with JMT engineers and erosion control manufacturers to provide recommendation letter to District	6.00
Collins, Steven D	4/11/2022	CDD asked us to request Contractor attend CDD meeting. Discussion with Contractor.	1.00
Collins, Steven D	4/12/2022	Inspect pond bank on another pond requested by District Manager. Turnbull Creek special meeting plus drive.	6.50
Collins, Steven D	4/14/2022	Obtain quotes for contamination testing. Coordination with contractor.	2.50
Collins, Steven D	4/15/2022	Coordination with Universal Engineering Sciences for testing. Coordination with surveyors.	3.00
Collins, Steven D	4/18/2022	Respond to CDD inquiries	0.50
Collins, Steven D	4/19/2022	Respond to CDD inquiries	2.00
Collins, Steven D	4/20/2022	Contamination testing / survey coordination at request of CDD	2.00
Collins, Steven D	4/22/2022	Contamination testing / survey coordination at request of CDD	1.00
Dvorak, Robert E	3/8/2022	Review certification requested by CDD.	0.50
Evert, Jason D	2/15/2022	Inspection to identify project extension at request of CDD	4.50
Stephenson, Michael W	3/11/2022	Inspection requested by CDD: Travel to the site for an inspection of erosion issues.	6.00
Stephenson, Michael W	3/14/2022	Inspection requested by CDD: Inspection report for Fridays visit, photo upload, and overall project/contract review.	3.00
Stephenson, Michael W	3/18/2022	Provide alternative options and costs at request of CDD: Researching erosion matting for the contractor.	0.50
Stephenson, Michael W	3/21/2022	Inspection requested by CDD: Travel to, inspection, and back of the Turnbull slope project. Drafting report and reviewing files.	7.00
Stephenson, Michael W	3/22/2022	Inspection requested by CDD: Download photos, finish report draft	1.00
Stephenson, Michael W	3/28/2022	Inspection requested by CDD: Travel and inspection on the project, review and writing the report, discussing the report and findings, reviewing as built and other plans for inlet locations.	8.00
Stephenson, Michael W	4/4/2022	Inspection requested by CDD: Travel to and from the site location. Writing the report.	6.50

"Certified that all invoicing is true and correct and payment has not yet been received."



Steven Collins, Senior Engineer



Governmental Management Services, LLC  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Attn: District Manager

Remit to: Johnson, Mirmiran & Thompson, Inc.  
Attn: Accounts Receivable  
40 Wight Avenue  
Hunt Valley, MD 21030

Invoice Date: December 1, 2021  
Invoice Number: 3-184235  
Period Ending: October 31, 2021  
JMT Project Number: 20-02086-001  
Prepared By: Nicole Doame  
Email: [ndoame@jmt.com](mailto:ndoame@jmt.com)

**Turnbull Creek Community Development District - FY21**

This invoice covers Q2 and Q3 for 2021

Period Ending	Employee	Description	Hours	Rate	Amount
10/31/2021	Steven Collins	Senior Engineer	2.50	\$175.00	\$437.50
Total Services:					<b>\$437.50</b>
Amount Due This Invoice:					<b>\$437.50</b>

"Certified that all invoicing is true and correct and payment has not yet been received."

  
Jason Evert, Senior NEPA Specialist, Associate

Federal I.D. Number 52-0963531



Governmental Management Services, LLC  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

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JMT Project Number: 20-02086-001  
Prepared By: Nicole Doame  
Email: [ndoame@jmt.com](mailto:ndoame@jmt.com)

**Turnbull Creek Community Development District - FY21**

Work Performed Notes

Steven Collins 10/5/2021 - Coordination with Boudreaux on their contract  
Steven Collins 10/20/2021 - Stormwater Report coordination

"Certified that all invoicing is true and correct and payment has not yet been received."

  
\_\_\_\_\_  
Jason Evert, Senior NEPA Specialist, Associate

Federal I.D. Number 52-0963531

## **Tab 4**



**TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**Policies Regarding District  
Amenity Facilities**

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## USER FEE STRUCTURE

- (1) The annual user fee for non-resident fee paying families is Two Thousand Five Hundred Dollars (\$2,500.00). For Facility Rental Fees go to Page 17.
- (2) Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying families, with a maximum of four (4) active Facility Access Cards per family at any time. There is a Twenty-Five Dollar (\$25.00) charge to replace lost or stolen Facility Access Cards. Facility Access Cards will only be issued to adult Patrons (as defined below) at least eighteen (18) years of age.
- (3) Except where specified otherwise, a Patron eighteen (18) years of age and older is limited to a maximum five guests and a Patron under the age of eighteen (18) years old is limited to a maximum of three (3) guests at any time. A guest shall include anyone that is not a Patron.
- (4) All guests must sign in or register with Amenity Facility Staff and must be accompanied by a Patron at all times.
- (5) All persons renting or leasing a home from persons owning property in the District pursuant to a current, written lease will be required to obtain Facility Access Cards and Mailbox keys from the property owner to whom the Facility Access Cards and Mailbox keys were issued. (Refer to Appendix A)

## GENERAL PROVISIONS

- (1) Definitions.
  - (a) **“Amenity Facility” or “Amenity Facilities”** includes the amenity building (offices and social hall), Pool Area as defined below, Party Pavilion as defined below, fitness center, playground, tennis facility, basketball facility, volleyball court, Sports Field as defined below, parking lots, open space and other appurtenances or related improvements, all located in the Turnbull Creek Community Development District.
  - (b) **“Amenity Facility Staff”** shall mean the persons responsible for daily operation of the Amenity Facility, including the Amenity Manager, lifeguards, facility attendants, maintenance personnel or any District employee.
  - (c) **“Amenity Manager”** shall mean the individual responsible for overseeing the Amenity Facility and Amenity Facility Staff.
  - (d) **“Board”** shall mean the District Board of Supervisors.
  - (e) **“Community Use”** shall mean social meetings and activities for only Patrons including, but not limited to, book clubs, gardening clubs, and photography clubs. Community Use social meetings or activities must: 1) be open and available to all Patrons, 2) not-for-profit, 3) free of charge to Patrons attending, and 4) limited to

one meeting or activity per month for each group. Community Use does not include private events by invitation only such as a birthday or graduation party. (Refer to Appendix B)

- (f) **“District”** shall mean the Turnbull Creek Community Development District.
  - (g) **“District Property”** shall mean all property owned by the District including, but not limited to, the Amenity Facility, common areas, parking lots and ponds.
  - (h) **“Mailbox”** shall mean Mail Kiosk #1 and all appurtenances thereto, as depicted on Tract “AA” on the Plat of MURABELLA UNIT THREE, as recorded in Plat Book 0057, Pages 94 through 109; Mail Kiosk #2 and all appurtenances thereto, located within Tract “B” on the Plat of MURABELLA UNIT ONE, as recorded in Plat Book 0052, Pages 16 through 42; and Mail Kiosk #3 and all appurtenances thereto, located within Tract “D” on the Plat of MURABELLA UNIT FIVE, as recorded in Plat Book 0058, Pages 99 through 106, all of the Public Records of St. Johns County, Florida.
  - (i) **“Party Pavilion”** shall mean either of the following:
    - (i) The tables and chairs in the Pool Area outside the kitchen.
    - (ii) The tables and chairs in the Pool Area outside the fitness center.
  - (j) **“Patron”** shall mean persons or entities who own real property within the District and those persons or entities not owning land within the District who have paid the annual user fee. Tenants shall only be considered “Patrons” if they are renting or leasing a home from persons owning property in the District pursuant to a current, written lease of not less than six months or if they pay the annual user fee. All other persons shall be considered guests.
  - (k) **“Policies”** shall mean these Policies Regarding the District Amenity Facilities.
  - (l) **“Swimming Pool”** shall mean the swimming pool, the slide and spray feature.
  - (m) **“Pool Area”** shall include the Swimming Pool and any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the Swimming Pool. The Pool Area does not include the Party Pavilion.
  - (n) **“Resident”** shall mean persons or entities who own real property within the District.
  - (o) **“Sports Field”** shall include the softball and soccer fields adjacent to the amenity building.
- (2) Patrons must present their access cards and register upon entering the Amenity Facility.

- (3) Except where specified otherwise, children under fourteen (14) years of age must be accompanied by a parent or adult eighteen (18) years of age or older.
- (4) Except where specified otherwise, the Amenity Facility's hours of operation are projected to be as follows:
  - (a) From the day after Labor Day – April 30 (excluding the week of Spring Break for St. Johns County Schools):
    - (i) Tuesday – Friday: 9 a.m. – 5 p.m.
    - (ii) Saturday and Sunday: 11 a.m. – 6 p.m.
    - (iii) Closed Mondays.
  - (b) May 1 – Labor Day and the week of Spring Break for St. Johns County Schools:
    - (i) Tuesday – Sunday: 10 a.m. – 8 p.m.
    - (ii) Closed Mondays.
  - (c) The Amenity Facility will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter.
- (5) Alcoholic beverages are only to be consumed pursuant to the District's adopted alcohol policy, attached hereto as Appendix C.
- (6) Dogs or other pets (with the exception of "Service Animals") – see Service Animal Policy below) are not permitted at the Amenity Facilities except for the parking lots and open fields. Where dogs are permitted, they must be leashed at all times.
- (7) Vehicles must be parked in designated areas. Vehicles shall not be parked on the grass, lawns, or in any way which blocks the normal flow of traffic. The parking lot at the Amenity Facility is for the use of Patrons and their guests while using the Amenity Facility. No long-term parking is permitted at the Amenity Facility parking lot or other common area parking lots.
- (8) Fireworks of any kind are not permitted in the Amenity Facility.
- (9) No Patron, visitor or guest is allowed in the service areas of the Amenity Facility.
- (10) These Policies may be modified from time to time when necessary by:
  - (a) The Board at a publicly-noticed Board meeting; or

- (b) The Amenity Manager, but only after consultation and approval of the Board Chairperson. Any change made pursuant to this provision must be ratified by the Board at the next publicly-noticed Board meeting.
- (11) The Board, Amenity Facility Staff, and Amenity Manager have full authority to enforce the District's Policies and rules.
- (12) Facility Access Cards will be issued to Patrons upon becoming owners of real property within the District or upon payment of the annual user fee. All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Manager. There is a Twenty-Five Dollar (\$25.00) Facility Access Card replacement fee.
- (13) Two (2) Mailbox keys will be issued to Residents upon becoming owners of real property within the District. Additional Mailbox keys may be purchased for Twenty-Five Dollars (\$25.00) each. All lost or stolen District Mailbox keys should be reported immediately to the Amenity Manager. There is a Twenty-Five Dollar (\$25.00) Mailbox key replacement fee.
- (14) Smoking is not permitted anywhere in the Amenity Facility.
- (15) Disregard for any Amenity Facility rule or Policies may result in expulsion from the Amenity Facility and/or suspension or termination of Amenity Facility privileges.
- (16) Glass and other breakable items are not permitted at the Amenity Facility, except at pre-approved special events pursuant to the Facility Rental Policies below.
- (17) Patrons and their guests shall treat Amenity Facility Staff with courtesy and respect.
- (18) The Amenity Facility does not offer child care services to Patrons or guests.
- (19) Skateboarding is not allowed at the Amenity Facility.
- (20) Use of the barbecue grill is limited to Patrons renting the Party Pavilion in accordance with the Facility Rental Policies below.
- (21) Motorized Vehicles, including but not limited to golf carts, motorcycles, motor bikes, segways, hover boards and scooters, are prohibited from use on district owned property. For purposes of this section, district owned property is defined as walking/jogging trails, athletic and open space areas and pond banks. This section shall not apply to motorized wheel chairs, other adaptive devices used by disabled individuals, or law enforcement and emergency vehicles.
- (22) Patrons whose checks are returned due to insufficient funds are subject to loss of their Amenity Facility privileges and will be responsible to reimburse the District for all bank



charges assessed to the District resulting from a Non-Sufficient Funds check submitted to the District.

- (23) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the Amenity Facilities.
- (24) Neighborhood Parks shall be available from dawn to dusk. At all other times the Neighborhood Parks are closed and may not be occupied for any purpose without written permission from the District.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

Each Patron and each guest as a condition of invitation to the premises of the Amenity Facility assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored at the Amenity Facilities, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facility premises, any property or furniture belonging to the District or its contractors without written authorization. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his or her guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever, owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facility premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board, District employees, District representatives, District contractors, and District consultants, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting from the use of said apparatus, appliance, facility, privilege or service.

Should any party bound by these Policies bring suit against the District, the Board, or District staff or consultants in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District, the Board, or District staff or consultants, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs, attorney's fees, paralegal fees, and expert witness fees through all appellate proceedings).

## SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animal(s)” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- (1) If the Service Animal is out of control and the handler does not take effective measures to control it;
- (2) If the Service Animal is not housebroken; or,
- (3) If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## GENERAL SWIMMING POOL RULES

- (1) All Patrons and guests must sign in upon entry of the Pool Area. At any given time at the Pool Area, an adult Patron eighteen (18) years of age or older may have up to five (5) guests; and a Patron between fourteen and seventeen (14 – 17) years of age may have up to two (2) guests who are both fourteen (14) years of age or older provided the parents of the Patron and the parents of each guest have executed an appropriate waiver form which waiver form is on file with Amenity Center Staff. Patrons and their guests are limited to a maximum of two (2) vehicles at the Amenity Facility.
- (2) Lifeguards and Slide Attendants are on duty on a seasonal basis. **Patrons and guests who use the Swimming Pool do so at their own risk.**
- (3) Children thirteen (13) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area when attendants are present. When attendants are not present children under eighteen (18) years of age must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.
- (4) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an “offensive volume” is in the sole discretion of Amenity Facility Staff. Electrical equipment is not allowed in the Pool Area.

- (5) Swimming is permitted only during designated hours, as posted at the pool. Hours are seasonal and subject to change. ~~Swimming after dusk is prohibited by the Florida Department of Health.~~
- (6) Showers are required before entering the Pool Area.
- (7) Glass and other breakable items are not permitted in the Pool Area.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (9) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be approved by Amenity Facility Staff prior to use. Amenity Facility Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the Swimming Pool, or if the equipment provides a safety concern.
- (10) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Facility or scheduled events.
- (11) Animals of any kind (other than "Service Animals"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted in the Pool Area.
- (12) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
- (13) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the Swimming Pool, such as swim lessons, aquatic/recreational programs and pool parties.
- (14) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the Amenity Facility. Swimming pool hours will be posted. The Swimming Pool will be closed from dawn until 12:59 p.m. on Mondays; ~~the Swimming Pool is open Mondays from 1:00 p.m. until dusk.~~ (except for Memorial Day, Labor Day and, when applicable, July 4<sup>th</sup>).
- (15) Guests must be registered and accompanied by a Patron before entering the Pool Area.
- (16) Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed.
- (17) No chewing gum is permitted in the Pool Area.
- (18) Food and beverages, including but not limited to alcoholic beverages, are prohibited in the pool and on the pool wet deck area. Alcoholic beverages are not permitted in the Pool Area unless they are being served in conjunction with a rented Amenity Facility on a BYOB

basis, as defined in the District's BYOB Alcohol Policy, attached hereto at Appendix C. Glass containers are prohibited at all times in the Pool Area.

- (19) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (21) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool shall be liable for any costs incurred in treating and reopening the Swimming Pool.
- (22) Radio-controlled water craft are not allowed in the Swimming Pool.
- (23) Swimming Pool entrances must be kept clear at all times.
- (24) Smoking is not permitted around the Pool Area.
- (25) Food and drink are not allowed within six (6') feet of the Swimming Pool.
- (26) No swinging on ladders, fences, or railings is allowed.
- (27) Pool furniture is not to be removed from the Pool Area, thrown into the Swimming Pool, or otherwise disturbed.
- (28) Loud, profane, or abusive language is prohibited.
- (29) Patrons, their guests, and families ride the slide at their own risk.
- (30) Children less than forty (40") inches tall are not permitted to ride the slide.
- (31) Children may ride the slide only if they: (1) pass a swim test displaying an ability to swim the width of the recreation pool unassisted; and (2) demonstrate the ability to observe all rules and control their descent on the waterslide.
- (32) Only one person may ride the slide at a time. Parents may not ride the slide in tandem with a child.
- (33) No shorts with snaps or rivets will be allowed on the slide.
- (34) Keep arms and hands inside flumes at all times.
- (35) No flotation devices are allowed on the water slide.
- (36) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.

- (37) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (38) The spray feature is unattended. Patrons swim at their own risk.
- (39) The spray feature is limited to children aged twelve (12) years and under, supervised by an adult eighteen (18) years of age or older.
- (40) Adult Patrons may allow guests residing temporarily or permanently in their household (“Household Guests”) to use their family-issued Facility Access Card(s) to gain access to the Amenity Facility provided that the adult Patron and all Household Guests have executed an appropriate waiver form which waiver form is on file with Amenity Center Staff.

### **SWIMMING POOL: THUNDERSTORM POLICY**

The lifeguards or Amenity Manager, when on duty, are in control of the operation of the Pool Area during thunderstorms, heavy rain and other inclement weather. The lifeguards or Amenity Manager will determine whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the Swimming Pool and Pool Area at the first sound of thunder and/or the first sighting of lightning for a waiting period of at least 30 minutes. At any point during the 30-minute waiting period, if thunder and/or lightning is heard or seen, the waiting period will be extended 30-minutes from the last sighting or sound. Patrons shall abide by this policy when the Pool is unattended.

### **SWIMMING POOL: FECES POLICY**

- (1) If contamination occurs, the Pool may be closed for up to twelve (12) hours and the water will be chemically treated to kill the bacteria.
- (2) Parents should take their children to the restroom before entering the Pool Area.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear an appropriate lined swim-diaper, and a swimsuit over the swim-diaper.

### **FITNESS CENTER POLICIES**

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District’s Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

**Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff is not present to provide personal**

**training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.**

- (1) **Hours:** The Fitness Center is available for use by Patrons and guests during the hours of 5:00 a.m. to 10:00 p.m.
- (2) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (3) **Eligible Users:** Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may only use the Fitness Center when accompanied by an adult Patron eighteen (18) years of age or older. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by a Patron.

At any given time, a Patron may have up to two (2) guests at the Fitness Center.

Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at the Amenity Facility prior to using the Fitness Center.

- (4) **Proper Attire:** Appropriate clothing and footwear (covering the entire foot and with no sharp points that may impair the fitness flooring) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts (no tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Non-alcoholic beverages are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) **General Policies:**
  - (a) Each individual is responsible for wiping off fitness equipment after use.
  - (b) Personal training is not offered in the Fitness Center. However, Patrons may retain personal trainers for use at the Fitness Center at the Patron's own expense and risk.
  - (c) Hand chalk is not permitted to be used in the Fitness Center.
  - (d) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
  - (e) Weights or other fitness equipment may not be removed from the Fitness Center.

- (f) Please limit use of cardiovascular equipment to thirty (30) minutes.
- (g) Step away from weight equipment between sets if other persons are waiting.
- (h) Return all weights to their original location.
- (i) Any fitness program operated, established and run by the District may have priority over other users of the Fitness Center.
- (j) Wet bathing suits are not allowed in the Fitness Center.
- (k) Strollers and infant carry seats are not allowed in the Fitness Center.

### **BASKETBALL FACILITY POLICIES**

All Patrons and guests using the Basketball Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and misuse or destruction of Basketball Facility equipment may result in the suspension or termination of Basketball Facility privileges.

**Please note that the Basketball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Basketball Facility are encouraged to consult with a physician prior to using the facility.**

- (1) **Eligible Users:** At any given time at the Basketball Facilities, a Patron eighteen (18) years of age or older may have up to five (5) guests; and a Patron under the age of eighteen (18) may have up to three (3) guests. Anyone under the age of fourteen (14) must be accompanied by a Patron eighteen (18) years of age or older.
- (2) **Hours:** The Basketball Facility is available during daylight hours. The Basketball Facility may not be used after dark.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper athletic shoes and attire are required at all times while at the Basketball Facility. Shirts must be worn. No black-soled or open-toe shoes are permitted.
- (5) The Basketball Facility is available on a first come, first serve basis.
- (6) **General Policies:**

- (a) Proper basketball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
- (b) Persons using the Basketball Facility must supply their own basketballs.
- (c) The Basketball Facility is for the play of basketball only. Pets (other than “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Basketball Facility.
- (d) Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the Basketball Facility.
- (e) No chairs other than those provided by the District are permitted in the Basketball Facility.
- (f) The Basketball Facility must be left clean after use.

#### **TENNIS FACILITY POLICIES**

All Patrons and guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District’s Policies and rules and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges.

**Please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.**

- (1) **Eligible Users:** Patrons and guests twelve (12) years of age and older are permitted to use the Tennis Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis Facility only when accompanied by an adult eighteen (18) years of age or older. Patrons twelve (12) years old and older may have up to three (3) guests.
- (2) **Hours:** The Tennis Facility shall be available from sunrise until 10 p.m. daily.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper tennis shoes and attire are required at all times while at the Tennis Facility.



- (5) The Tennis Facility is available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court when others are waiting.
- (6) **General Policies:**
  - (a) Proper tennis etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
  - (b) Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
  - (c) The Tennis Facility is for the play of tennis only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Tennis Facility.
  - (d) Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted at the Tennis Facility.
  - (e) No chairs other than those provided by the District are permitted at the Tennis Facility.
  - (f) Lights at the Tennis Facility must be turned off after use
  - (g) The Tennis Facility must be left clean after each use.

#### **PLAYGROUND POLICIES**

**Please note that the Playground is an unattended facility and persons using the playground do so at their own risk.**

- (1) **Eligible Users:** Children twelve (12) years of age and older are not permitted to play on the playground equipment. Children under the age of twelve (12) must be accompanied by an adult eighteen (18) years of age or older. Patrons under the age of twelve (12) may have up to three (3) guests.
- (2) **Hours:** The playground shall be available for use from dawn to dusk.
- (3) The use of profanity or disruptive behavior is prohibited.
- (4) No roughhousing on the playground.
- (5) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.

- (6) Use of the playground may be limited from time to time due to a District-sponsored event.
- (7) Pets (other than “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- (8) Alcoholic beverages, glass containers and other breakable items are prohibited.

### **SPORTS FIELD POLICIES**

**Please note that the Sports Field is an unattended facility and persons using the Sports Field do so at their own risk.**

- (1) **Eligible Users:** Patrons and guests eight (8) years and older are permitted to use the Sports Field. Children under the age of eight (8) must be accompanied by an adult eighteen (18) years of age or older. Patrons eight (8) years of age and older may have up to five (5) guests and Patrons under the age of eight (8) may have up to three (3) guests.
- (2) **Reservations:** Patrons may reserve the Sports Field by submitting a request to Amenity Facility Staff. Reservations may be made up to a week in advance for a period of three (3) hours. Only one (1) reservation may be held by a Patron at any given time. If the Patron is twenty (20) minutes late for his or her reservation, the reservation shall be forfeited. When not subject to a reservation, the Sports Field is available on a first come, first serve basis.
- (3) Pets (other than “Service Animals”), bicycles, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Sports Field at any time.
- (4) Alcoholic beverages, glass containers and other breakable items are prohibited.
- (5) The use of profanity or disruptive behavior is prohibited.
- (6) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
- (8) Persons using the Sports Field must clean up all food, beverages and miscellaneous trash brought to the Sports Field.
- (9) Use of the Sports Field may be limited from time to time due to a District-sponsored event.

### **VOLLEYBALL COURT POLICIES**

All Patrons and guests using the Volleyball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District’s Policies and rules and misuse or destruction of Volleyball Court equipment may result in the suspension or termination of Volleyball Court privileges.

**Please note that the Volleyball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Volleyball Court are encouraged to consult with a physician prior to using the facility.**

- (1) **Eligible Users.** Patrons and guests twelve (12) years of age and older are permitted to use the Volleyball Court during designated operating hours. Patrons who are under twelve (12) years of age may use the Volleyball Court only when accompanied by an adult Patron eighteen (18) years of age or older. Patrons twelve (12) years of age and older may have up to five (5) guests at the Volleyball Court. Patrons less than twelve (12) years of age may have up to three (3) guests.
- (2) **Hours.** The Volleyball Court shall be available from sunrise until 10 p.m. daily.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper athletic shoes and attire are required at all times while on the Volleyball Court. Shirts must be worn. No open-toe shoes are permitted.
- (5) The Volleyball Court is available on a first come, first serve basis.
- (6) **General Policies:**
  - (a) Proper volleyball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited
  - (b) Persons using the Volleyball Court must supply their own volleyballs.
  - (c) The Volleyball Court is for the play of volleyball only. Pets (other than “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Volleyball Court.
  - (d) Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the Volleyball Court.
  - (e) No chairs other than those provided by the District are permitted in the Volleyball Court.
  - (f) The Volleyball Court must be left clean after use.

## FACILITY RENTAL POLICIES

Patrons, ages 18 and older, may reserve certain portions of the Amenity Facility for community and private events. The daily guest limits referenced in section one (1) of the Facility Rental and Reserve Policies shall not apply to guests attending a Patron sponsored function at a rented Amenity Facility. Generally, only one (1) room or portion of an Amenity Facility is available for Community Use or rental at any given time; however, recurring events may be approved at the discretion of the Amenity Manager.

Reservations may not be made more than three (3) months prior to the event. In addition, each Patron may rent a portion of the Amenity Facility only once per quarter of the calendar year. Patrons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note the Amenity Facility is unavailable for Community Use or private events during times when the Amenity Center is being utilized for a District-sponsored event and on the following holidays:

New Year's Day  
4<sup>th</sup> of July

Easter Sunday  
Labor Day

Memorial Day  
Thanksgiving

- (1) **Available Facilities:** The following areas of the Amenity Facility are available for Community Use and private functions for up to four (4) total hours (including set-up and post-event cleanup). For Community Use, rental fees shall be waived; however, a refundable damage deposit of One Hundred and Fifty Dollars (\$150.00) shall be required. For private events, the following rental fees shall apply:

Social Hall:	[Capacity: 62 persons]; Fifty Dollars (\$50.00)
Party Pavilion (each area):	[Capacity: 25 persons]; Twenty-Five Dollars (\$25.00)

The two Party Pavilion areas (outside the kitchen and outside the fitness center) may be rented together for a single event in which case the Twenty-Five Dollar (\$25.00) fee for each area will apply resulting in a total fee of Fifty Dollars (\$50.00).

**The Pool Area shall remain open to other Patrons and their guests during normal operating hours.**

**The Patron renting any portion of the Amenity Facility or the Patron reserving any portion of the Amenity Facility for Community Use shall be responsible for any and all damage and expenses arising from the event.**

- (2) **Reservations:** Patrons, ages 18 and older, interested in reserving an Amenity Facility for Community Use or private rental must submit to the Amenity Manager a completed Facility Use Application which must include the name and contact information of the individual that will be responsible and accountable for the event.

For Community Use, at the time of submission, one (1) check or money order made out to the Turnbull Creek Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility. The check or money order shall be the amount of One Hundred Fifty Dollars (\$150.00) as a refundable damage deposit.

For private rentals, at the time of submission, two (2) checks or money orders (no cash) made out to the Turnbull Creek Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility. One (1) check shall be in the amount of the room rental fee referenced above and the other check shall be in the amount of Two Hundred Fifty Dollars (\$250.00) for parties of up to twenty-five (25) attendees and Five Hundred Dollars (\$500.00) for parties of twenty-six (26) or more attendees as a refundable damage deposit.

The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The Board may, in its sole discretion, waive room rental fees for private events at the request of the Amenity Manager, District Manager or any Patron.

- (3) **Staffing:** During the Amenity Facility's operating hours in which Amenity Facility Staff is present, Community Use and private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be determined necessary at a rate set by the Amenity Manager. Checks or money orders for additional staff shall be payable to the amenity management company.
- (4) **Deposit:** As stated above, for Community Use a refundable damage deposit in the amount of One Hundred Fifty Dollars (\$150.00) is required at the time the reservation is requested through submission of a Facility Use Application. For private rentals, a deposit in the amount of either Two Hundred Fifty Dollars (\$250.00) or Five Hundred Dollars (\$500.00) is required at the time the reservation is requested through the submission of a Facility Use Application. Damage deposits for both Community Use and private rentals will be refunded in full provided:
  - (a) There is no damage to District Property, Amenity Facility, and its furnishings;
  - (b) Garbage and trash are removed and placed in the dumpster;
  - (c) All displays, favors or remnants of the event are removed;
  - (d) Furniture and other items are restored to their original position;
  - (e) Counters, table tops and sink are cleaned and wiped down;
  - (f) Trash can liners are replaced;

- (g) The refrigerator and all cabinets/appliances used are cleaned and wiped down; and
- (h) In the event of any damage it must be reported immediately to the Amenity Manager.

Failure to comply with such rules, policies, and directions may result in the forfeiture of a Patron's deposit and/or privileges to use of the Amenity Facility.

If additional cleaning of Amenity Facilities is required either for a private event rental or approved Community Use, the Patron signing the Facility Use Application for the Amenity Facility will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated by the Patron at the time of submittal of the Facility Use Application. Photo identification shall be required for the return of deposit checks.

**(5) General Policies:**

- (a) No decorations may be affixed to the walls, doors or any fixtures.
- (b) Patron and Patron's Guests are required to adhere to all Amenity Facility rules, Policies, and directions from Amenity Facility staff.
- (c) The areas of the Amenity Facility listed above may be rented after normal operating hours until 12:00 a.m.
- (d) The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- (e) No glass or breakable items are permitted on District property, including the Amenity Facility.
- (f) Event Liability coverage may be required, even in the absence of alcohol service, on a case-by-case basis in the sole discretion of the Board of Supervisors.

## SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **Introduction:** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).
- (2) **General Rule:** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.
- (3) **Suspension of Rights:** The District, through its Board, District Manager, and Facilities Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
  - (a) Submits false information on any application for use of the Amenities;
  - (b) Permits the unauthorized use of an Access Card;
  - (c) Exhibits unsatisfactory behavior, deportment or appearance;
  - (d) Fails to pay amounts owed to the District in a proper and timely manner (not including assessments);
  - (e) Fails to abide by any District rules or policies (e.g., Amenity Rules);
  - (f) Treats the District’s supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
  - (g) Damages or destroys District property; or
  - (h) Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.
- (4) **Authority of District Manager and Facilities Manager.** The District Manager, Facilities Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District’s best interests to do so. The District Manager, Facilities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person’s privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (5) **Process for Termination or Suspension of Amenity Privileges.**

(a) **Offenses:**

- (i) **First Offense:** Verbal warning by Amenity staff and, in the discretion of Amenity staff, suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
  - (ii) **Second Offense:** Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
  - (iii) **Third Offense:** Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses and other supporting materials will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for less or more than one year.
- (b) Failure of the offender to sign the incident report does not render the rules or suspension ineffective. Each offense shall expire one year after such offense was committed, unless otherwise indicated in the notice to the offender, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.
- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, is arrested for an act committed or allegedly committed offsite that poses a threat to the health, safety and welfare of the District or its residents, or violates these Policies in a manner that, in the discretion of the District Manager or Facilities Manager upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or



exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.

- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.
- (6) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.
- (7) **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

## **Tab 5**

Service	2019-2020	2020-2021	2021-2022	2022-2023
Lifeguards / Pool Monitors Not to Exceed Total*:	\$31,245	\$31,245	\$33,321	\$38,975
Facility Monitor Not to Exceed Total**:	\$24,200	\$24,200	\$25,581	\$27,627
Facility Management	\$61,000	\$61,000	\$64,481	\$68,608
Facility Attendants	\$16,200	\$16,200	\$17,124	\$18,494
Field Operations	\$51,259	\$51,259	\$54,184	\$57,652
Facility Maintenance***	\$49,000	\$49,000	\$51,796	\$55,111
Pool Maintenance	\$14,317	\$14,317	\$14,317	\$15,233
Janitorial Services	\$9,064	\$9,064	\$9,064	\$0
Common Area Waste Collection	\$18,300	\$18,300	\$19,344	\$20,582
Program Director	\$2,575	\$2,575	\$2,722	\$2,896
Total Project Annual	\$277,160	\$277,160	\$291,934	\$305,178

\*For FY 2022-2023, Lifeguard Hourly rates proposed to increase from \$15.00/hour to \$17.50/hour

\*\*For FY 2022-2023, Hourly Rates for Facility Attendants/Facility Monitors proposed to increase from \$18.50,

\*\*\*Note: in FY2022 budget, first time "Facility Maintenance" reclassified as "Amenity Manager"

**AMENDMENT TO THE AGREEMENT BETWEEN TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT AND RIVERSIDE MANAGEMENT  
SERVICES, INC. FOR AMENITY MANAGEMENT SERVICES**

This Amendment (the “Amendment”) is made and entered into to be effective this 1st day October, 2022, by and between:

**Turnbull Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”), and

**Riverside Management Services, Inc.**, a Florida corporation, having offices at 9655 Florida Mining Blvd. West, Suite 305, Jacksonville, Florida 32257 (the “Contractor” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District and Contractor previously entered into that certain *Agreement between Turnbull Creek Community Development District and Riverside Management Services, Inc. for Amenity Management Services*, dated October 1, 2019, as amended from time to time (the “Agreement”); and

**WHEREAS**, the Agreement shall terminate on September 30, 2022, unless renewed; and

**WHEREAS**, the District and the Contractor desire to renew the Agreement as set forth in this Amendment; and

**WHEREAS**, all other terms and conditions of the Agreement not subject to this Amendment are hereby restated and confirmed.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor hereby agree as follows:

**SECTION 1.** The Amendment is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

**SECTION 2.** The Agreement is hereby renewed until September 30, 2023. In accordance with the terms of the Agreement and the proposal submitted by the Contractor in connection therewith, the Contractor shall be compensated for providing the Services described in the Agreement in accordance with the prices set out at **Exhibit A**, which is incorporated herein by reference. The Contractor shall present the proposed compensation for the fiscal year beginning October 1, 2023, and ending September 30, 2024, no later than February 28, 2023. Any provisions of Exhibit C to the Agreement not explicitly modified by this Amendment remain unaffected and in full force and effect.

**SECTION 3.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Amendment, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Amendment.

**SECTION 4.** The Agreement remains in full force and effect, except to the extent expressly amended pursuant to this Amendment.

**IN WITNESS WHEREOF,** the Parties have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RIVERSIDE MANAGEMENT  
SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A:** Compensation

**Exhibit A**  
**Compensation**

Service	2019-2020	2020-2021	2021-2022	2022-2023
Lifeguards / Pool Monitors Not to Exceed Total*:	\$31,245	\$31,245	\$33,321	\$38,975
Facility Monitor Not to Exceed Total**:	\$24,200	\$24,200	\$25,581	\$27,627
Facility Management	\$61,000	\$61,000	\$64,481	\$68,608
Facility Attendants	\$16,200	\$16,200	\$17,124	\$18,494
Field Operations	\$51,259	\$51,259	\$54,184	\$57,652
Facility Maintenance***	\$49,000	\$49,000	\$51,796	\$55,111
Pool Maintenance	\$14,317	\$14,317	\$14,317	\$15,233
Janitorial Services	\$9,064	\$9,064	\$9,064	\$0
Common Area Waste Collection	\$18,300	\$18,300	\$19,344	\$20,582
Program Director	\$2,575	\$2,575	\$2,722	\$2,896
Total Project Annual	\$277,160	\$277,160	\$291,934	\$305,178

\*For FY 2022-2023, Lifeguard Hourly rates proposed to increase from \$15.00/hour to \$17.50/hour

\*\*For FY 2022-2023, Hourly Rates for Facility Attendants/Facility Monitors proposed to increase from \$18.50/hour to \$20.00/hour

\*\*\*Note: in FY2022 budget, first time "Facility Maintenance" reclassified as "Amenity Manager"

## **Tab 6**

Tailored and Prepared for:



## Service is our Statement. Clean is our mission.

---

As the global leader in the commercial cleaning industry, our success has stemmed from our steadfast commitment to our customers. We're proud to deliver unrivaled cleaning services each and every day. Your satisfaction is extremely important to us. We pride ourselves in becoming the best cleaning business and for you that means perfect results every time.

Jani-King's quality control system mandates that all cleaning services are scrutinized through routine inspections, ensuring accountability at all times. Jani-King's commitment to being the best cleaning business makes us your premier choice for janitorial services.

Every hour of every day, we strive to:

- Provide our customers a level of service unequaled in the cleaning industry.
- Commit to every cleaning project with 100 percent dedication.
- Create a cooperative atmosphere that reflects the personality of a successful, vibrant and enthusiastic company.
- Provide every Jani-King Franchisee the opportunity to be successful.
- Develop an organization that will encourage all people to prosper and grow to their full potential.



Jani-King of Jacksonville  
5700 St. Augustine Road  
Jacksonville, Florida 32207  
(904) 346-3000  
Fax: (904) 346-3105

**United States**

Albuquerque • Atlanta  
Austin • Baltimore  
Baton Rouge  
Birmingham • Boston  
Buffalo • Charleston  
Charlotte • Chicago  
Cincinnati • Cleveland  
Colton • Columbia  
Columbus • Dallas  
Dayton • Denver  
Detroit • Fort Worth  
Greensboro  
Greenville/Spartanburg  
Hampton Roads  
Hartford • Hawaii  
Houston • Indianapolis  
Jackson • Jacksonville  
Kansas City  
Knoxville • Las Vegas  
Los Angeles • Louisville  
Madison • Memphis  
Miami • Milwaukee  
Minneapolis • Mobile  
Nashville • New Jersey  
New Orleans  
New York • Oakland  
Oklahoma City  
Orlando  
Philadelphia  
Phoenix • Pittsburgh  
Portland  
Raleigh/Durham  
Rhode Island • Richmond  
Sacramento  
Salt Lake City  
San Antonio • San Diego  
San Francisco  
Seattle • St. Louis  
Tampa Bay • Tucson  
Tulsa • Washington, D.C.

**Argentina**

**Australia**

**Brazil**

**Canada**

**France**

**Great Britain**

**Hong Kong**

**Korea**

**Malaysia**

**Mexico**

**New Zealand**

**Singapore**

**Spain**

**Taiwan**

**Turkey**



COMMERCIAL CLEANING SERVICES

**May 6<sup>th</sup>, 2022**

**Murabella Amenity Center**

Erick Huthinson

101 W. Postiano Ave.

St. Augustine, FL 32092

Dear Erick,

Thank you very much for the time and interest you have afforded Jani King regarding your janitorial needs. We appreciate the opportunity.

Enclosed is our completed proposal for a customized professional cleaning program including our Cleaning Schedule designed specifically to address the complex needs of your facility.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision
- All material for cleaning
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc

Our **JANI-KING** franchisee is fully covered by an insurance program that protects you in several ways. The General Liability, Workers' Compensation coverage and Employee Dishonesty Policy provide protection to our customers for claims due to loss of property or personal injuries that are the result of actions by **JANI-KING** personnel.

Please do not hesitate to contact me for any additional information you deem necessary in assessing our proposal. I can be reached at **(904) 346-3000**.

Trusting we may be of service,

*Cristina Trelles*

Cristina Trelles  
Operations Manager



# The Jani-King Difference

## Experience

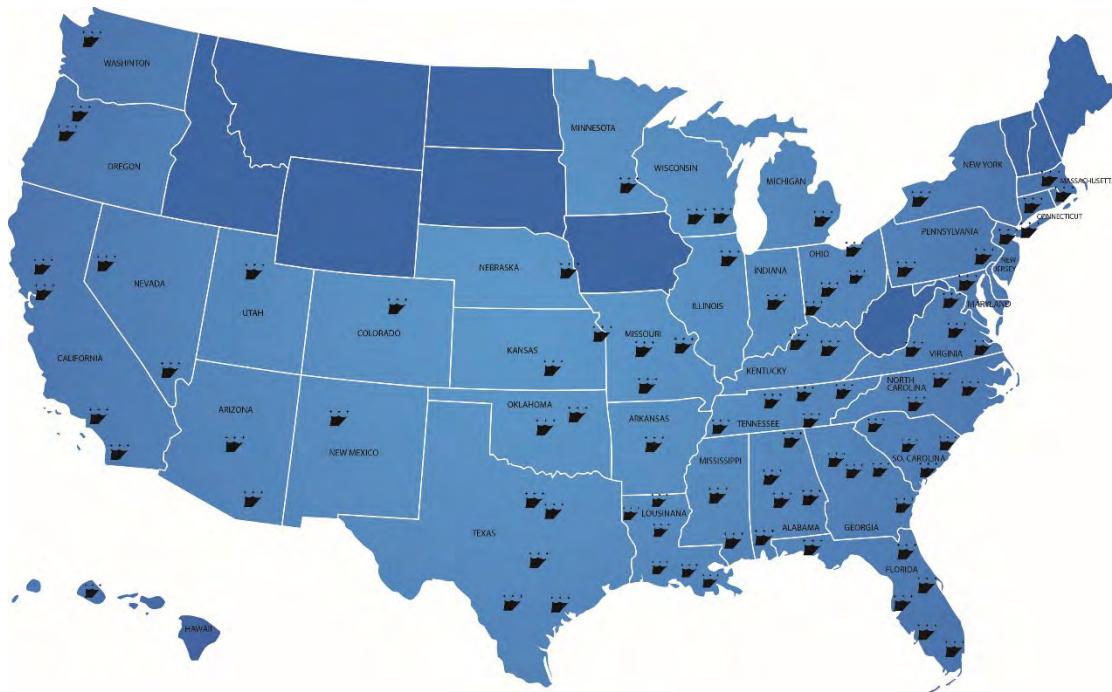
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- Jani-King introduced its franchise concept to the commercial cleaning industry in 1969.
- With over 9,000 franchise owners and 60,000 customers, Jani-King is the largest and most respected franchised commercial cleaning company in the world.

## The Jani-King Franchise Concept

---

- We bring your organization the “best of both worlds.” You benefit from Jani-King’s national/international expertise paired with the pride and dedication of a local franchise owner.
- At Jani-King, we know that the quality of service you receive depends on the motivation of the custodian on the job site. That’s why we operate through a network of authorized and trained franchise owners – independent entrepreneurs whose success is directly tied to your satisfaction.
- A financial investment in a business of their own ensures that Jani-King franchise owners have a genuine concern for a job well done.



## Regional Office Support

---

- Help is always just one phone call away!
- Although our franchise owners are motivated, flexible, and responsive to your needs, you may require additional support from time to time. A highly qualified staff of experts at our local Regional Office is available to support our franchise owners whenever necessary.
- Regional personnel make certain that our franchise owners have the training, equipment, insurance, and support necessary to provide you with consistent, quality janitorial services.



# The Jani-King Difference

## Professional Certifications

---

Our entire operations team is required to earn and maintain their RBSM certification (Registered Building Service Manager) through the Building Service Contractors Association International. As industry experts, they'll periodically inspect your facility and provide on-site training for the franchise owner to keep your facility looking its best at all times, ensuring the cleaning specifications and your expectations are consistently met or exceeded.

## Communication

---

We understand the importance of good communication. Jani-King utilizes proactive communication tools to implement a continuous Quality Control Program that ensures your satisfaction.

- **Daily Communication** If you need special attention in a particular area, just leave us a note in the Customer Communication Logbook we provide. This log book is the first thing checked each night. Also, we'll report any maintenance or repair problem to you in this log book.
- **Inspections** To make sure that all areas are being cleaned as specified in your Maintenance Agreement, we will routinely inspect your facility.
- **Feedback** We contact you regularly, via phone or email/online surveys, to get feedback on our performance. No matter how small the concern, a Customer Service Representative from our local Regional Office will contact you and coordinate any corrective actions with the franchise owner.

## Risk Management

---

Jani-King and our customers are protected by one of the most comprehensive insurance programs in the commercial cleaning industry.

## Supporting our Veterans

---

Veterans are graduates of one of the best business school in the world - the military. They've learned intangible skills even the best colleges and universities can't teach - leadership, teamwork, discipline, and a never-quit attitude. Jani-King recognizes the value of these intangibles and we offer discounts to encourage veterans to join our team.





# Industry Leader

## We are the Industry Leader

---

Having achieved numerous successes and built relationships with many of the world's most trusted organizations over the last four decades, **Jani-King is considered a leading expert in the commercial cleaning industry.**

- *Entrepreneur* magazine has rated Jani-King the #1 Commercial Cleaning Franchise more than 20 times and ranked Jani-King as one of the top-10 Best Performing Franchises of all-time!
- Jani-King has been recognized as an "Inc. 500" member 4 times.
- Because of our reputation, Jani-King attracts quality franchise owners and has gained the trust of some of the world's most prestigious companies and organizations.

## Some of Our Customers & Sponsorships

---





# Maintenance Agreement

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **Jani-King of Jacksonville** ("Jani-King") and **Murabella Amenity Center** (Client). In consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

## 1. PERFORMANCE OF SERVICES

- a. Performance of the services scheduled shall begin the \_\_\_\_\_ day of \_\_\_\_\_, 2022.
- b. The services shall be performed at the following location: **101 W. Postiano Ave., St. Augustine, FL 32092.**
- c. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are defined as: **Gym, Gym Restrooms, Social Room, Kitchen, Restrooms, Hallways.**
- d. Jani-King agrees to service the Named Areas as scheduled: **2 x OR 3 x OR 5 x Week**
- e. Jani-King agrees to furnish all equipment, tools, and paraphernalia necessary to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached and made a part of this Agreement.

## 2. PAYMENT OF SERVICES

- a. Client agrees to pay to Jani-King each month the total minimum sum stated in the attached Pricing Schedule, on or before the last day of each month in which services are rendered. Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing Jani-King, for any reason, shall be properly credited only when delivered to JANI-KING OF JACKSONVILLE, 5700 St. Augustine Road, Jacksonville, FL 32207.
- b. Credits for holidays recognized by Client were pre-determined as part of the monthly charge herein. No other adjustments will be made for those holidays.
- c. The amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by both parties.
- d. In the event payment for services is not received within thirty (30) days from the due date Jani-King may suspend services to Client until such payment is received. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or action for payment of services or other rights.

## 3. INDEPENDENT BUSINESS RELATIONSHIP

- a. It is agreed that Jani-King will select and designate all personnel to perform its obligations under this Agreement.
- b. It is agreed that Jani-King and any of its personnel are not, and shall not be employees of Client but are independent contractors; and in this regard, such Jani-King authorized personnel will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- c. Client agrees during the term of this Agreement and within one hundred and eighty (180) days after termination that it will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees during the term of this Agreement and within one hundred and eighty (180) days after termination it will not employ any employees, agents or representatives of Client without the express written consent of Client.

Customer Initials\_\_\_\_\_





# Maintenance Agreement

## 4. TERM OF AGREEMENT

- a. The term of this Agreement shall be for a one-year basis from the date services are scheduled to begin, as stated in Section 1a, and shall be automatically renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice of termination at least thirty (30) days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight of the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- b. Non-performance is defined as the failure, neglect, or refusal to perform any act outlined in this Cleaning Schedule. Before any termination for non-performance is effective, the terminating party must give the other party written notice specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, Jani-King, at its election, shall have fifteen (15) days in which to cure the defect in performance to the reasonable satisfaction of Client. In the event the defect is not satisfactorily cured at the end of the fifteen (15th) day from the effective date, the terminating party shall provide written notification to the other party of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice.
- c. All notices between Client and Jani-King shall be in writing and deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address as stated in this Agreement. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective.  
Time is of the essence for all notices required under the terms of this Agreement.

## 5. GENERAL PROVISIONS

- a. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- b. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- c. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- d. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, with the attached Cleaning Schedule, and acknowledge that the terms reflect the entire Agreement of the parties, and it supersedes all prior representations and understandings of the parties.
- e. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

Customer Initials\_\_\_\_\_





## Initial Clean (Optional)

There will be a one-time charge to complete the items initialed with approval within thirty (30) days of the Start Date of this Agreement.

AREAS / TASKS	AMOUNT	INITIALS
<b>UPHOLSTERY CLEANING- SOCIAL ROOM COUCH</b>	\$150.00	
Couch will be steam cleaned for any stains or discoloration and odor neutralized followed by a fast dry		
<b>SCRUB (TILE FLOORS) - RESTROOMS</b>	\$265.00	
Soil will be removed using a cleaning solution and power scrubber, then the floors will be rinsed with clean water to remove any residue. All furniture will be returned to its original position		

Customer Initials\_\_\_\_\_



# Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
<b>GENERAL OFFICE</b>					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Horizontal furniture surfaces (reasonably clear of papers): dust	X				
Desktops: spot clean to remove bottle/cup rings	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop to remove spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Wall surfaces around light switches: spot clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Telephones: clean and sanitize			X		
Upholstered furniture: vacuum			X		
Blinds: dust	X				
<b>RESTROOMS (GYM AND CLUBHOUSE)</b>					
Toilets and urinals: clean with a germicidal disinfectant	X				
Sinks: clean with a non-abrasive cleaner and disinfectant	X				
Doorknobs/push plates: clean with a germicidal disinfectant	X				
Bright metal parts of fixtures: polish	X				
Mirrors: clean and polish	X				
Trash containers: empty containers and replace liners (Liners to be furnished by Client)	X				
Hand towel and soap dispensers: clean and replenish	X				
Walls: spot clean to remove soap splashes, fingerprints/smudges	X				
Partition tops: dust	X				
Partition walls: spot clean with a detergent disinfectant solution	X				
Hard floors: sweep then mop with a detergent disinfectant solution	X				
Tile walls and partitions: clean and disinfect		X			
Ceiling vents and ledges that can be reached from the floor: dust		X			
Hard floors: scrub with a detergent disinfectant solution and rinse thoroughly			X		
Floor drains: add water and enzymes			X		
Re-stock any paper products as required. (Paper products to be furnished by Client)	X				

Customer Initials\_\_\_\_\_



# Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
<b>COMMON AREAS-SOCIAL ROOM -HALLWAYS</b>					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Clean and straighten cabana chairs.\ Clean off pool lounge chairs	X				
Hard floors: dust mopped or swept. Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Upholstered furniture: vacuum			X		
Ledges and handrails: dust/			X		
			X		
<b>KITCHENS</b>					
Trash containers: empty containers and replace liners (Liners to be furnished by Client). Police the area for trash.	X				
Trash containers and adjacent wall surfaces: wipe with all-purpose cleaner	X				
Countertops and cabinets: wipe with all-purpose cleaner	X				
Sinks: wash with non-abrasive cleaner and disinfect	X				
Bright metal parts of fixtures: polish.\Clean of any side tables	X				
Microwave ovens: clean inside and out	X				
Tables and chairs: wipe with all-purpose cleaner	X				
Hard floors: sweep and damp mop with neutral cleaner	X				
Exterior surface of refrigerator/appliances: wipe with all-purpose cleaner	X				
Wall surfaces around light switches: spot clean		X			

Customer Initials\_\_\_\_\_



# Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
<b>GYM</b>					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Gym equipment such as but not limited to stair masters, treadmills and benches: wipe down and dust using feather duster / dust pad along surfaces and areas surrounding throughout		X			
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			

Customer Initials\_\_\_\_\_



# Service Agreement

**CUSTOMER NAME & ADDRESS**

Murabella Amenity Center  
Erick Huthinson  
101 W. Postiano Ave.  
St. Augustine, FL 32092

**JANI-KING NAME & ADDRESS**

Jani-King of Jacksonville  
5700 St Augustine Rd.  
Jacksonville, FL 32207

SERVICE FREQUENCY / DESCRIPTION	MONTHLY CONTRACT AMOUNT
Twice (2) per week (Wednesdays & Weekends) Between the hours of 10:00 PM – 9:00 AM	\$784.27
Three Times (3) per week (Mondays, Wednesdays & Weekends) Between the hours of 10:00 PM – 9:00 AM	\$1,103.84
Five Times (5) per week (Mon-Fri) Between the hours of 10:00 PM – 9:00 AM	\$1,747.25

**CUSTOMER****JANI-KING**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name, Title

*Cristina Trelles*  
\_\_\_\_\_  
Cristina Trelles | Operations Manager  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Payable Contact

\_\_\_\_\_  
Account Payable Phone Number

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Account Payable Email Address

\_\_\_\_\_  
City, State ZIP

Murabella

196 Capulet Drive

Saint Augustine FL, 32092







KBT Professional Cleaning Pressure washing LLC

52 Tuscan Way Suite 202-160

Saint Augustine, FL 32092

July 21, 2022

Murabella Board of Directors

Subject: Janitorial Service Proposal:

Thank you for allowing KBT Professional Cleaning and Pressure Washing LLC to prepare a professional janitorial service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your community, and to provide them with the necessary information. *So again, Thanks!*

All of our cleaners are thoroughly trained on how to perform each janitorial task, as well as on important safety issues. Our goal is to clean each customers community professionally and safety.

We use a systematic approach to keep your community well maintained. At KBT Professional Cleaning and Pressure Washing LLC, we offer strong management and quality contract to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your community. References can be available upon request. Please call if you have any questions or need additional information as you review our proposal.

Sincerely,

Michael Gennett

Owner

KBT Professional Cleaning and Pressure Washing LLC



*When you want it done right hire a professional!*

DATE: JULY 21, 2022

52 Tuscan Way

EXPIRATION DATE AUGUST 21, 2022

Ste 202-160

Saint Augustine FL, 32092

Phone 904-315-4866

kbtproclean@gmail.com

TO Murabella HOA

ATTN: Erick Hutchison

C/O Vesta Property Services

196 Capulet Drive

Saint Augustine FL, 32092

SALESPERSON	JOB	PAYMENT TERMS	JOB LOCATION
Michael Gennett	Common Area Cleaning	Monthly	Murabella

QTY	DESCRIPTION		LINE TOTAL
CAC	Common area cleaning. See attached scope of work. Two service days per week all year round. Excluding Thanksgiving Day, Christmas Day & New Year's Day. See attached scope of work		\$866.66 per month all year round
	Paper products, trash can liners, gym wipes, hand soap NOT included in monthly price and must be provided by Artisan Lakes		

SUBTOTAL	\$866.66 per month all year round
TOTAL	\$866.66 Per month all year round

Quotation prepared by: Michael Gennett 7-21-22

This is a quotation for the service of common area cleaning,

To accept this quotation, sign here and return: \_\_\_\_\_



Murabella scope of work

Fitness Center: each visit

- Clean and sanitize all gym equipment
- Empty trash cans and replace liners
- Vacuum and mop floors
- Spot clean glass mirrors and windows
- Wipe down window sills
- Refill gym wipes (as needed)

Monthly:

- Baseboards
- Blinds
- Ceiling fans
- Vents
- Marks on walls

Restrooms: each visit

- Clean and sanitize toilets, urinals and sinks
- Empty trash cans and replace liners
- Vacuum and mop
- Spot clean glass mirrors and windows
- Refill toilet paper, hand towels and hand soap as needed
- Polish all fixtures and dispensers

Monthly:

- Baseboards
- Blinds
- Ceiling fans
- Vents
- Marks on walls

Clubhouse: each visit

- Wipe down counters and table tops
- Empty trash cans and replace liners
- Vacuum and mop
- Spot clean glass mirrors and windows (as needed)
- Clean up after parties (additional charge)
- Polish all fixtures and dispensers
- Wipe down window sills

Monthly:

- Baseboards
- Blinds
- Ceiling fans
- Vents
- Marks on walls

Kitchen/Bar: each visit

- Clean and sanitize all counter tops
- Empty trash cans and replace liners
- Vacuum and mop
- Spot clean glass mirrors and windows
- Wipe down window sills
- Clean and sanitize interior and exterior of microwave
- Restock kitchen paper towels and hand soap

Monthly:

- Baseboards
- Blinds
- Ceiling fans
- Vents
- Marks on walls



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

**Janitorial Services**

**SCSI proposes to provide janitorial service to include the following Areas:**

1. Scope of Work includes attached daily/weekly checklist.
- 1 shift, 1 employee, (I'm thinking it will take 1½ hours to complete scope of work), 3 day a week (Mon/Wed/Fri).

**Murabella will provide the following:**

1. Access to areas during service.
2. Electricity and water.
3. All cleaning products and supplies pertaining to service.

**SCSI will provide:**

1. All labor and supervision to perform service.
2. All necessary equipment.
3. Total weekly labor hours necessary to complete checklist.

**Janitorial Service Fee:**

**\$30 per hour x 1 ½ hours per night = \$45 per night**

**@ 3 nights a week = \$135 per week**

**Payment Terms: Net 30**

Murabella representative

SCSI representative

\_\_\_\_\_

\_\_\_\_\_

SOUTHERN CLEANING SERVICE INC.





SOUTHERN CLEANING SERVICE INC.

SOUTHERN CLEANING SERVICE INC.

## **Tab 7**

# CommercialFitnessProducts

## PREVENTATIVE MAINTENANCE PLAN

Under the following Terms and Conditions, Commercial Fitness Products (“CFP”) agrees, for the stated fees, to perform Preventative Maintenance Service for one (1) year from the effective date for

The equipment which will receive the maintenance service has been listed by type, model and serial number.

This custom plan has been specifically designed to fit the needs of the Customer. The equipment covered under this agreement will be routinely maintained in accordance with manufacturers’ recommendations. The maintenance provided will focus on increasing the life of Customer’s equipment, decreasing or eliminating downtime, and maintaining the equipment at peak performance.

Upon the first PM Visit under this Agreement, an initial inspection will be performed. A detailed Estimate of equipment in need of repair will be submitted for Customer’s approval. This estimate is provided at no charge. It is the Customer’s responsibility for equipment under contract to be brought up to proper working specifications. Customer warrants the listed equipment is in proper working order on the effective date of this Agreement.

Services to be performed under this PM Plan –

### Routine PM Service

Each regularly scheduled preventative maintenance call shall include a complete function and safety inspection. Additionally, cleaning, lubrication, and mechanical adjustments determined as due by CFP will be performed. Cost of routine supply items required for preventative maintenance service is included herein. Any necessary repairs will be identified, and an estimate provided to the Customer for approval.

All service covered by this Agreement will be performed during CFP’s regular hours of 9:00 AM and 5:00 PM weekdays, excluding holidays. If emergency service is requested outside such regular hours, the CFP’s Emergency Rates prevail - \$95.00/Hour/Technician, plus Service Charge of \$90.00.

### Repairs

If non-warranty repair is needed, CFP will use its best efforts to make such repairs as quickly as possible. The Customer can call during regular hours to speak to a Service Representative or email CFP at any time or day. The Customer will be given a course of action to resolve the problem or Customer will be scheduled for a service call. All Repairs Services are billed at discounted Labor Rates (as shown below) plus Parts.

Any non-PM related service during regular working hours will be billed at the following Discounted Rate for the term of this Agreement:

- **Labor Rate -** **\$65.00 per hour (1 Hour Minimum) – Per Technician**
- **Service Charge -** **\$65.00 Service (per trip)**

5034 N. Hiatus Road, Sunrise, FL 33351  
P (954) 747-5128 F (954) 747-5131  
[www.commfitnessproducts.com](http://www.commfitnessproducts.com)

# CommercialFitnessProducts

In the event a Technician is on site performing routine Preventative Maintenance and a repair service is required, the Discounted Labor Rate (\$65.00/Hour) will apply, but the \$65.00 Service Charge will not be charged. All repairs, including Diagnostic Service Calls, are billed with a (1) one-hour minimum charge. After the initial first hour, labor will be billed in half (1/2) hour increments.

All repair labor, parts and service charges shall be invoiced as Net 30 Days.

## Estimate –

A written Estimate will be presented for each billable part, accessory or supplies, and/or labor. The Estimate must be approved by Customer prior to CFP – a.) ordering the part, b.) scheduling service call.

## Service Request –

Service Requests must be made in writing by the individual Property Manager or a staff member authorized to make such a request. Service Requests must include all pertinent information related to the machine and its reported issue. Essential information required for timely repair include – identifying the machine by make/model/serial #, and a description of the problem.

Repairs necessitated by casualty, acts of God (unforeseen, naturally occurring events that were unavoidable), voltage aberrations (high or low spikes in electricity to the product), abuse (misuse of product, vandalism, or any act which harms the product in any way), or negligence, are not covered by this agreement but will be provided at Servicer's hourly rate(s) plus parts.

Repair calls requested as a result of "User Error", in which no actual repair is required, will be billed at the CFP's PM Customer's 1 Hour Labor Rate of \$65.00, plus Service Charge of \$65.00.

## Warranty

All Repair Service done by CFP will be warranted for ninety (90) days from service date. Parts used for the repair will be covered under the parts supplier or manufacturer's specific warranty period.

All required Parts not covered by CFP's warranty will be billed at CFP's current Preferred Customer discounted price plus shipping charges.

## Governing/Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. In the event of any dispute, the parties shall retain all rights and remedies available to them by law. In the event there shall be any litigation between parties, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, including any associated fees and court costs.

5034 N. Hiatus Road, Sunrise, FL 33351  
P (954) 747-5128 F (954) 747-5131  
[www.commfitnessproducts.com](http://www.commfitnessproducts.com)

# CommercialFitnessProducts

## Payment

Payment Terms are “Net 30 Days”. All unpaid balances under this agreement shall bear interest at the rate of 1.5% per month, simple interest, in the event that such invoice is not paid within thirty (30) days from date service is rendered.

If Customer requires an internal Purchase Order, or other such documentation, be generated internally, for any expense, including service labor or parts, Customer must inform CFP of this policy, and the procedure for submitting Invoices, prior to executing this agreement.

## Insurance. Indemnification

CFP, at its sole cost and expense, shall provide and keep in force insurance coverages for – Workman’s Compensation, Comprehensive General Liability, Comprehensive Automobile Liability.

It is understood and agreed that this is a service & maintenance agreement only, and that under this plan, Servicer will be performing routine Preventative Maintenance procedures. CFP shall have no liability arising out of, or in connection with personal injury or property damage resulting from the use of the equipment by any person on the premises in which the equipment is located. Customer agrees to indemnify and hold CFP, its directors, officers, employees, and agents, harmless from and against any and all claims, lawsuits, costs, damages, liabilities and expenses, including attorney’s fees.

This Agreement shall not be construed as an assumption by Servicer of any risk of loss or liability due to the undersigned’s failure to routinely inspect, or negligent inspection of, the equipment by its own staff. CFP shall not be responsible to any third party or ultimate user for harm caused by continued use of equipment and/or parts that are deemed unsafe by CFP

## Cancellation

Either party may cancel at any time for any reason provided a written notice has been received thirty (30) days prior to the next scheduled call. Customer shall render payment on any outstanding invoices within five (5) business days preceding cancellation of services.

## Agreement

This agreement may not be amended except in writing, agreed to and signed by both parties.

## Renewal

The agreement will automatically be renewed at the end of each term unless otherwise notified by the Customer. CFP will provide an agreement document with updated contract dates upon request. Invoices will be generated automatically after the first renewal PM service visit.

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# CommercialFitnessProducts

## SUMMARY –

Agreement Total: \_\_\_\_\_ /Year ( \_\_\_\_\_ /Visit) Plus Sales Tax; Total # of PM Visits: 4(visit) Per Year

Property Name:

Property Address:

Contact:

Email:

Signature: \_\_\_\_\_

Title:

Customer Contact expressly warrants and represents that he/she has the authority and right to enter into this Agreement.

Contact Phone

Fax:

Terms: Prepayment Prior To 1<sup>st</sup> PM Visit

Effective Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

CFP Approval Signature: Mark Smilek Date: \_\_\_\_\_

Sales Rep - Mark Smilek

Created On -

### Explanation of Services:

During each preventative maintenance visit, all equipment covered under this agreement will be:

- ✓ Inspected for safety & proper function
- ✓ Cleaned
- ✓ Lubricated
- ✓ Adjusted in accordance to manufacturers' specifications
- ✓ Parts & Repair Estimate provided as needed.

### Equipment Covered:

3 treadmills  
3 ellipticals  
2 bikes  
3 MULTI STATION  
7 single station  
2 BENCH

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# CommercialFitnessProducts

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**Scheduled Maintenance** (Frequency: 4 x/Year)

MAY	NOVEMBER
JUNE	DECEMBER
JULY	JANUARY
AUGUST	FEBRUARY
SEPTEMBER	MARCH
OCTOBER	APRIL

5034 N. Hiatus Road, Sunrise, FL 33351  
P (954) 747-5128 F (954) 747-5131  
[www.commfitnessproducts.com](http://www.commfitnessproducts.com)



# Commercial Fitness

## Products and Service

### PREVENTATIVE MAINTENANCE CHECKLIST

**CORPORATE OFFICE:** 5034 N. Hiatus Rd, Sunrise, FL 33351  
**FT. MYERS OFFICE:** 6221 Topaz Court, Ft. Myers, FL 33966  
**ORLANDO OFFICE:** 8600 Commodity Cir, Ste108, Orlando, FL 32819

**Ph 954-747-5128 • FAX 954-747-5131**  
**Ph 239-938-1461 • FAX 239-938-1462**  
**Ph 407-730-3189 • FAX 239-938-1462**

Facility Name \_\_\_\_\_ Date Serviced \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Phone \_\_\_\_\_

Clean Inside Hood	<input type="checkbox"/>	Lubricate/Calibrate Lift	<input type="checkbox"/>
Clean Frame	<input type="checkbox"/>	Wheels/Feet/ Pads	<input type="checkbox"/>
Drive Belt	<input type="checkbox"/>	Electronic/Wiring	<input type="checkbox"/>
Deck	<input type="checkbox"/>	Motor	<input type="checkbox"/>
Rollers	<input type="checkbox"/>	Running Belt	<input type="checkbox"/>

#### Treadmills

Technician Comments

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

Clean Inside Hood	<input type="checkbox"/>	Electronics/Wiring	<input type="checkbox"/>
Clean Frame	<input type="checkbox"/>	Lubricate/Calibrate/Lift	<input type="checkbox"/>
Check Tracks	<input type="checkbox"/>	Wheels/Rollers/Pads	<input type="checkbox"/>
Alternator	<input type="checkbox"/>	Check Flywheels	<input type="checkbox"/>

#### Cross Trainers

Technician Comments

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

Clean Inside Hood	<input type="checkbox"/>	Check Springs/Cables	<input type="checkbox"/>
Clean Frame	<input type="checkbox"/>	Lubricate Chains	<input type="checkbox"/>
Check Friction Belt	<input type="checkbox"/>	Check Shocks	<input type="checkbox"/>
Grease Pivot Points	<input type="checkbox"/>	Check Handrail Pads	<input type="checkbox"/>

#### Stair Climbers / Misc Cardio

Technician Comments

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

Check Seat	<input type="checkbox"/>	Check Kevlar Belts	<input type="checkbox"/>
Clean Frame	<input type="checkbox"/>	Clean Inside Side Panels	<input type="checkbox"/>
Check Pedals	<input type="checkbox"/>	Lubricate Chains	<input type="checkbox"/>

#### Bikes

Technician Comments

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

Clean Frames	<input type="checkbox"/>	Tighten Loose Nuts/Bolts	<input type="checkbox"/>
Clean Guides Rods	<input type="checkbox"/>	Check Cracked Upholstery	<input type="checkbox"/>
Adjust Plates	<input type="checkbox"/>	Check Cables/Pulleys/Belts	<input type="checkbox"/>
Grease Zerk Fittings	<input type="checkbox"/>	Lubricate Guide Rods	<input type="checkbox"/>

#### Strength Equipment

Technician Comments

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

Technician Comments / Recommendations: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Customer hereby agrees to indemnify and hold harmless, Commercial Fitness Products, Inc., for damages or harm including personal injury arising from failure to repair or replace equipment at the recommendation of Commercial Fitness Products Further, Commercial Fitness Products Shall not be responsible to any third party or ultimate user for harm caused by continued use of equipment and/or replacement parts that are deemed unsafe by Commercial Fitness Products.

I hereby certify that the above dates and information are correct. That the work was performed as stated and that the listed parts were replaced.

Technician Signature: \_\_\_\_\_

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

Customer Signature: \_\_\_\_\_

www.commfitnessproducts.com

Equipment Repair • Preventative Maintenance • Pre-Owned Equipment



1400 Village Square Boulevard  
#3-293  
Tallahassee, FL 32312  
www.fitnessproinc.com

## Contract: Quarterly Preventative Maintenance

CUSTOMER	BILL TO
Murabella Murabella 904-940-1157	Murabella Jacksonville, FL 32258

START DATE	EXPIRES	CONTRACT TYPE	P.O. NO.	CONTRACT NO.
Aug 2, 2022	None	Quarterly Preventative Maintenance		Pay Per Visit

CONTRACT LIMIT:	Unlimited
SUBTOTAL:	\$212.00
TAX:	\$0.00
TOTAL:	\$212.00

CONTRACT DESCRIPTION
<p>This Preventative Maintenance Agreement will cover the servicing of the listed equipment at your facility.</p> <p>This service will be as follows:</p> <p>1) Operational Inspection, 2) Visual Inspection, 3) Lubrication, 4) Calibration, 5) Internal inspection &amp; Cleaning as needed, 6) Adjust to manufacturers specifications, 7) Repairs that can be done at time of PM that would not require additional parts or tools, 8) Notation of Service in Logbook (if customer requires and provides the logbook), and 8) Notation of equipment status.</p> <p>Fitness Pro will provide further product support with the following services:</p> <p>1. An emailed summary of status and work done on equipment listed.</p> <p>2. Access to customers service file online through our service website.</p> <p>3. Will use only factory replacement parts on any repair, unless other specified or approved by customer or manufacturer. We will always let you know what your lowest price option is and let you choose.</p> <p>Preventative Maintenance fee does not include additional repairs. Customer will be notified of any additional repairs that are diagnosed at time of preventative maintenance. We require customer to approve of all additional repairs and fees.</p> <p>This agreement is strictly preventive in nature, intended to keep your facility as operational as possible by drawing attention to its present status. This agreement does not cover abuse, vandalism, normal wear and tear, external cleaning, or any acts of God resulting in failure of equipment, nor does it include the cost of parts, shipping, or labor charges associated with a repair not specified by this agreement. Fitness Pro reserves the right to refuse service on certain manufacturers.</p>

CONTRACT TERMS
<p>Quarterly Terms: \$212.00 per visit, 4 visits per year</p> <p>This agreement is subject to the fitness equipment located on property at the time the agreement was accepted. Any additions to your fitness center will require a new signed agreement.</p>

Also, if your ownership requires any additional insurance coverage (i.e. waiver of subrogation or to be named an additional insured) or pre qualification these charges will be billed in addition to this estimated total. All compliance fees and/or monitoring fees required by the customer will be invoiced back to the customer.

Prices are subject to change with a 30-day notice.

THIS AGREEMENT MAY BE CANCELED BY EITHER PARTY WITH A 30-DAY WRITTEN NOTICE. Account payment terms will be agreed upon before first visit. A delinquent account will void this agreement.

Please remit payment to: Fitness Pro 1400 Village Square #3-293 Tallahassee, FL 32312

Billing Contact: Tracy Parmer  
tracy@wearefitnesspro.com

Signature: \_\_\_\_\_

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

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



Southeast Fitness Repair  
14476 Duval Place West #208  
Jacksonville, FL 32218  
(904) 683-1439

Created on: 6/19/2022

Account #101095  
Murabella Amenity Center

## Service Agreement - PM: Quarterly

### Service Location Information

<b>Account</b>	[101095] Murabella Amenity Center	<b>Service Contact</b>	Erick
<b>Service Address</b>	101 W Positano Ave, St Augustine, FL 32092		

### Billing Location Information

<b>Billing Address</b>	101 W Positano Ave, St Augustine, FL 32092	<b>Billing Contact</b>	Erick
		<b>Main Number</b>	(650) 450-2236
<b>Billing Terms</b>	Invoiced on completion.	<b>Mobile Number</b>	(650) 450-2236
		<b>Email</b>	Murabellamanager@Rmsnf.Com

### Service Information

Services	Qty	Rate	Price
<b>PM: Quarterly</b> Quarterly scheduled preventative maintenance	1 visit	\$0.00 / visit	\$0.00
— Product: PM: Treadmill	3.00 Ea	\$30.00 / Ea	\$90.00
— Product: PM: Elliptical, Cross-trainer, ARC, AMT	3.00 Ea	\$30.00 / Ea	\$90.00
— Product: PM: Recumbent, Upright Bicycle	2.00 Ea	\$20.00 / Ea	\$40.00
— Product: PM: Multi-Station	3.00 Ea	\$15.00 / Ea	\$45.00
— Product: PM: Single-Station	7.00 Ea	\$10.00 / Ea	\$70.00
— Product: PM: Bench, AB Crunch, Smith Machine	2.00 Ea	\$10.00 / Ea	\$20.00
— Product: Travel <60 miles	1.00 Ea	\$90.00 / Ea	\$90.00

<b>Subtotal:</b>	\$445.00
<b>Tax:</b>	\$0.00
<b>Total:</b>	\$445.00

**First Scheduled Visit**

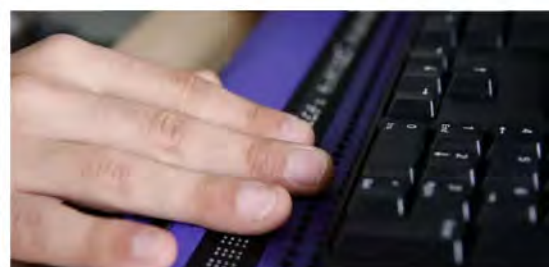
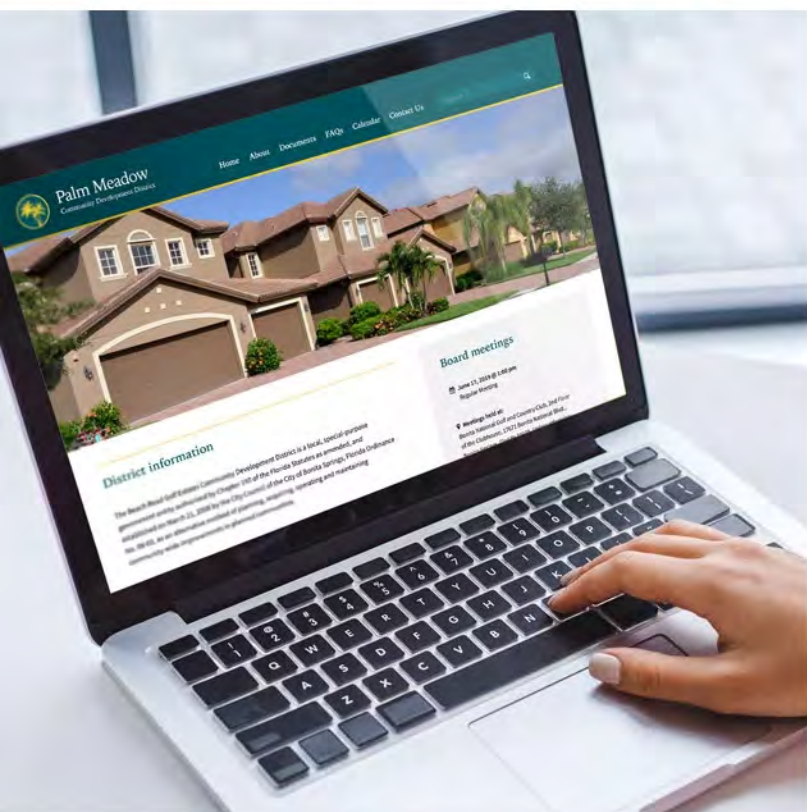
First visit waiting to be scheduled.

Thank you for the opportunity to serve you!

The above prices, specifications, and conditions are hereby accepted. The Company is authorized to perform work as specified.

## Tab 8





# Keeping your community informed. And you compliant.

## Turnbull Creek Community Development District

Proposal date: Jun 07, 2022

Proposal ID: FHZ4C-ANR9T-UVOE6-QCPSL

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Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



**Ted Saul**

*Director - Digital Communication*

 *Certified Specialist*

**campus**  
suite

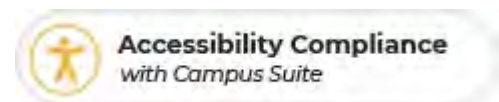


# Pricing

Effective date: Oct 01, 2022

Implementation	Quantity	Subtotal
<b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li></ul>	1	\$2,325.00
<hr/>		
Annual ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly accessibility site reporting, monitoring and error corrections</li></ul>	1	\$600.00
<hr/>		
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	Unlimited	\$937.50
<hr/>		

**Total:** **\$3,862.50**





## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### Designed for districts



**Easy-to-update website, hosting and support**



**Worry-free ADA-compliance, auditing and full reporting**



**Meets Florida statutes and federal laws**

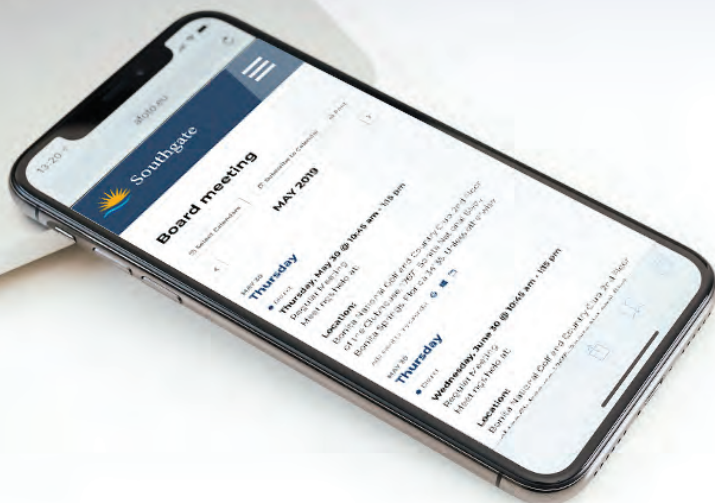


**Save CDD board time and money**

# Keeping your community informed and compliant.



**Accessibility Compliance**  
with Campus Suite



## We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

## A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes





## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy  
Website Accessibility Center**

[www.campussuite.com/accessibility-center](http://www.campussuite.com/accessibility-center)

# Frequently asked questions

## **For PDF service, what is the price per page?**

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

## **What does the PDF scan and remediation process look like?**

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

## **What does the ADA managed service process for our website look like?**

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

## **How long does it take?**

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

## **What standards do you follow for ADA?**

We follow WCAG AA 2.1 guidelines

## **Are there any hidden fees?**

No.

## **How long does it take to build the website?**

It depends upon your responsiveness, but generally only a couple of weeks.

## **Can we change the design of our website?**

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

## **Do your sites offer a calendar?**

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

# Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. **Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
  2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
  3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.



# Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of Oct 01, 2022, between the Turnbull Creek Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

## Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

## Operative Provisions:

**1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

**2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

**3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

### 4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

## **5. Compensation and Prompt Payment.**

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2022 the District agrees to compensate the Contractor \$1,537.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

**6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

**7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

**8. No Infringement of Intellectual Property.** Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

**9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

**10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**11. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**12. Compliance with Governmental Regulations.** The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

**13. Insurance.** Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

**14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

**15. Indemnification.** Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will 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.

**16. Conditions Precedent Prior to Any Litigation.** In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

**17. Remedies in the Event of Default.** Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**18. Controlling Law.** This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

**19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

**20. Public Records.** Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_, OR BY EMAIL AT \_\_\_\_\_, OR BY REGULAR MAIL AT \_\_\_\_\_.**

**21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

**22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

**23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

**24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

**25. Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

**27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.		Turnbull CreekCommunity Development District	
<hr/>		<hr/>	
Ted Saul	Date	Print name	Date
Director of Sales			
		<hr/>	

# Strange Zone, Inc.

# Quotation

260 NW 67th Street #108  
Boca Raton, FL 33487  
Phone: (305) 607-2989

**DATE** August 1, 2022  
**Quotation #** M22-1038  
**Customer ID** TCCDD

*Prepared by:* Stephan

**Prepared For:**

Turnbull Creek CDD  
C.O. Carol Brown  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
Phone: (904) 436.6270 Ext.: 4631

Description	AMOUNT
<b>Website maintenance   For 1 year</b> <i>Please allow up to 48 hours for updates to be posted. Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$65/ Page.</i>	\$ 750.00
<b>Website Hosting   For 1 year</b>	\$ 195.00
<b>Domain Transfer/Renewal (turnbullcreekcdd.com)</b>	\$ 35.00
<b>SSL Certificates   1 year</b>	\$ 69.99
<b>If you require email accounts:</b> \$120/User/Year - Microsoft Exchange 365 / 50 Gigis / with backup	
<b>TOTAL</b>	\$ 1,049.99

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

**THANK YOU FOR YOUR BUSINESS!**



# Proposal For Turnbull Creek CDD

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
June 14, 2022	1.0	Initial Version prepared for the customer	VB Joshi, Kristen T



BBB Rating: A+  
Click for Profile

### VGlobalTech's Technical Compliance Seal



Visit <https://vglobaltech.com/website-compliance/> for details.

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**Any violations are punishable under the law and shall be prosecuted.**

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## 1.0 The Law

Source: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

### **189.069 Special districts; required reporting of information; web-based public access. —**

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

## 2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**

## 2.1 Common Problems and Solutions in Website Accessibility?

### 2.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

### 2.1.2 Problem: Documents Are Not Posted in an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

## 2.1.5 Web Content Accessibility Guidelines (WCAG)

### Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.



**VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.**

**Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.**

Please see References section for several resources on compliance.

### 3.0 Pricing

#### Website Complexity: **Medium Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.  
All costs below are per website / CDD:**

##### **3.1 Existing Website Remediation / New Website Build:**

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	<b>ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)</b>
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (renewed quarterly as long as contract is in place)
	<b>Web Design Total: \$975/- (one time)</b>

### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <b><i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i></b>
2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b><i>new documents during the maintenance year only</i></b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). <b>There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software.</b> If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	<b>Total Monthly Maintenance with full content upload, document conversion and Hosting:</b> <b>\$300 / month</b>  *support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10 <sup>th</sup> of every month

### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech has developed a unique program for digital accessibility that is run by a highly skilled and experienced team in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

#### Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand.

Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

#### Cost for Audit: **\$300 / per quarter**

- Can be paid yearly for all 4 audits (\$1200) or can be paid per audit every quarter
- All CDD required website documents' conversions to compatible formats included
- Seals renewed every quarter
- Audits are conducted by VGlobalTech dev and ADA Expert Team

This proposal includes following points, stipulations terms and conditions:

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Signatures:

For Customer

Date

VB Joshi

For VGlobalTech

Date

## 5.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, *Disability Rights Section***

<https://www.ada.gov/websites2.htm>

**Web design Standards:** <https://www.w3schools.com/>

**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

<http://vglobaltech.com/website-compliance/>





## **Tab 9**

**RESOLUTION 2022-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT CERTIFYING THE OFFICERS OF  
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Turnbull Creek Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within St. Johns County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to effectuate a name change to the Vice Chairperson of the District.

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

**SECTION 1.** The following persons hold the offices shown:

Chairperson	<u>Chris Delbene</u>
Vice Chairperson	<u>Diana Jordan-Baldwin</u>
Secretary	<u></u>
Assistant Secretary	<u>Jeremy Vencil</u>
Assistant Secretary	<u>Brian J. Wing</u>
Assistant Secretary	<u>Chuck Labanowski</u>

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of August 2022.

ATTEST:

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## **Tab 10**

## RESOLUTION 2022-15

### THE ANNUAL APPROPRIATION RESOLUTION OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2022, submitted to the Board of Supervisors ("**Board**") of the Turnbull Creek Community Development District ("**District**") proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2022, and ending September 30, 2023 ("**Fiscal Year 2022/2023**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two (2) days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, has considered any proposed amendments thereto, and approves the appropriations reflected in the Proposed Budget, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, if applicable, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be

subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended (if applicable), shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Turnbull Creek Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND (SERIES 2015 A1-A2)	\$_____
DEBT SERVICE FUND (SERIES 2015 B1-B2)	\$_____
DEBT SERVICE FUND (SERIES 2016)	\$_____
CAPITAL RESERVE FUND	\$_____
TOTAL ALL FUNDS	\$_____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023 or within sixty (60) days following the end of the Fiscal Year 2022/2023 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 9<sup>TH</sup> DAY OF AUGUST, 2022.**

ATTEST:

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**Exhibit A**  
Budget



# *Turnbull Creek*

## *Community Development District*



## *Proposed Budget*

## *Fiscal Year 2023*

*May 17, 2022*



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

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

<b>Description</b>	<b>Adopted Budget FY 2022</b>	<b>Actual 3/31/22</b>	<b>Next 6 Months</b>	<b>Projected 9/30/22</b>	<b>Proposed Budget FY 2023</b>
<b><u>Revenues</u></b>					
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
<b>Total Revenues</b>	<b>\$1,311,461</b>	<b>\$1,169,958</b>	<b>\$80,356</b>	<b>\$1,250,314</b>	<b>\$1,299,978</b>

**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
<b>Total Administrative Expenses</b>	<b>\$162,938</b>	<b>\$81,171</b>	<b>\$84,258</b>	<b>\$165,429</b>	<b>\$168,759</b>

**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**

<b>Description</b>	<b>Adopted Budget FY 2022</b>	<b>Actual 3/31/22</b>	<b>Next 6 Months</b>	<b>Projected 9/30/22</b>	<b>Proposed Budget FY 2023</b>
<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
<b>Total Amenity Center Expenses</b>	<b>\$463,239</b>	<b>\$229,293</b>	<b>\$240,963</b>	<b>\$470,256</b>	<b>\$522,879</b>
<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
<b>Total Grounds Maintenance Expenses</b>	<b>\$439,298</b>	<b>\$182,584</b>	<b>\$186,058</b>	<b>\$368,643</b>	<b>\$382,495</b>
<i>Reserves</i>					
<i>Capital Reserves</i>	\$245,986	\$0	\$245,986	\$245,986	\$225,845
<b>Total Reserve Expenses</b>	<b>\$245,986</b>	<b>\$0</b>	<b>\$245,986</b>	<b>\$245,986</b>	<b>\$225,845</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,311,461</b>	<b>\$493,049</b>	<b>\$757,265</b>	<b>\$1,250,314</b>	<b>\$1,299,978</b>
<b>EXCESS REVENUES / (EXPENDITURES)</b>	<b>\$0</b>	<b>\$676,910</b>	<b>-\$676,910</b>	<b>\$0</b>	<b>\$0</b>

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

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

<b>Description</b>	<b>Adopted Budget FY 2022</b>	<b>Actual 3/31/22</b>	<b>Next 6 Months</b>	<b>Projected 9/30/22</b>	<b>Proposed Budget FY 2023</b>
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<i>Reserves</i>					
<i>Capital Reserves</i>	\$245,986	\$0	\$245,986	\$245,986	\$225,845
<b>Total Reserve Expenses</b>	<b>\$245,986</b>	<b>\$0</b>	<b>\$245,986</b>	<b>\$245,986</b>	<b>\$225,845</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,311,461</b>	<b>\$493,049</b>	<b>\$757,265</b>	<b>\$1,250,314</b>	<b>\$1,299,978</b>
<b>EXCESS REVENUES / (EXPENDITURES)</b>	<b>\$0</b>	<b>\$676,910</b>	<b>-\$676,910</b>	<b>\$0</b>	<b>\$0</b>

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

*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.

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**EXPENDITURES:**

**Administrative:**

*Supervisor Fees*

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

<b>Contract</b>	<b>Monthly</b>	<b>Annual</b>
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.

<b><u>Contract</u></b>	<b><u>Monthly</u></b>	<b><u>Annual</u></b>
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.

<b><u>Account Number</u></b>	<b><u>Description</u></b>	<b><u>Monthly</u></b>	<b><u>Annual Amount</u></b>
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

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

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

### Debt Service for 11/01/2022

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

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

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

<b>DATE</b>		<b>BALANCE</b>	<b>RATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL</b>
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**

<b>DATE</b>		<b>BALANCE</b>	<b>RATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL</b>
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

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

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

**Debt Service for 11/01/2022**

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

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

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

<b>DATE</b>		<b>BALANCE</b>	<b>RATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL</b>
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
				<b>\$ 870,000.00</b>	<b>\$ 535,431.26</b>	<b>\$ 1,449,681.26</b>

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

<b>DATE</b>		<b>BALANCE</b>	<b>RATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL</b>
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
				<b>\$ 205,000.00</b>	<b>\$ 144,537.50</b>	<b>\$ 349,537.50</b>

# 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

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

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

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

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

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

**AMORTIZATION SCHEDULE**

<b>DATE</b>	<b>BALANCE</b>	<b>RATE</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>TOTAL</b>
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>
<b><u>REVENUES:</u></b>					
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
<b><i>Total Revenues</i></b>	<b>\$577,839</b>	<b>\$371,433</b>	<b>\$245,986</b>	<b>\$617,419</b>	<b>\$744,874</b>
<b><u>EXPENDITURES:</u></b>					
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
<b><i>Total Expenditures</i></b>	<b>\$100,300</b>	<b>\$98,235</b>	<b>\$156</b>	<b>\$98,391</b>	<b>\$100,300</b>
<b><i>EXCESS REVENUES / (EXPENDITURES)</i></b>	<b>\$477,539</b>	<b>\$273,199</b>	<b>\$245,830</b>	<b>\$519,029</b>	<b>\$644,574</b>

## **Tab 11**

## RESOLUTION 2022-16

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is located in St. Johns County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2022/2023; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Turnbull



Creek Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B"**, is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B"**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B"**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit "B"**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 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.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption

of this Resolution by the Board.

**PASSED AND ADOPTED this 9<sup>th</sup> DAY of AUGUST, 2022.**

ATTEST:

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**Exhibit A:**      Budget  
**Exhibit B:**      Assessment Roll

## **Exhibit A**

Approved Proposed Budget

**Exhibit B**  
Assessment Roll

The Assessment Roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.

## **Tab 12**



5561 Florida Mining Blvd. So., Jacksonville, FL 32257 | p 904.296.0757 | f 904.296.0748

## INVOICE

Remit to: P.O. Box 628734, Orlando, FL 32862-8734

June 8, 2022

Project No: 0940.2200124.0000

Invoice No: 00614624

Mr. Jim Oliver  
Turnbull Creek Community Development District  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

### Terms: Net 30 days

We accept American Express, Visa,  
Master Card, Discover, and ACH

Project 0940.2200124.0000 Turnbull Creek Community  
Location: East Positano Ave  
St Augustine, FL

### Professional Services through June 30, 2022

Phase 0940 Turnbull Creek Community

#### Unit Billing

Soil Sampling

1.0 sample @ 2,200.00	2,200.00	
<b>Total Units</b>	<b>2,200.00</b>	<b>2,200.00</b>
<b>Total this Phase</b>		<b>\$2,200.00</b>
<b>Total this Invoice</b>		<b>\$2,200.00</b>



# Estimate

**Quote #:** Q-06434-1

**Expires On:** 8/31/2022

1707 Townhurst Houston, TX 77043  
Phone: (800) 858-7665 Fax: (832) 436-4713  
Email: repairs@poolsure.com

**Ship To**

Turnbull Creek CDD  
101 West Positano Ave  
Saint Augustine, FL 32092  
United States

**Bill To**

Turnbull Creek CDD  
475 West Town Place Ste. 114  
St. Augustine, FL 32092  
United States

Contact Name	Contact Phone	Contact Email
Jim Schieszer	+19042887667	jschieszer@rmsnf.com
SALESPERSON	PAYMENT METHOD	
Nancy Wharton	Net 20	

This quoted work is for Turnbull Creek Murabella Pool

**Limited Visual Inspection:**

Removed motor assembly. Motor bearings are seized and locking the shaft. Impeller is damaged in multiple places. Mounting bracket is rusted.

**Recommendation:**

Replace motor and impeller with new seal, sleeve and gasket. Hopefully the mounting bracket is reusable. We will quote a new mounting bracket if the motor shop declares it necessary.

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	15 HP, 3 Phase Motor for 215JM Frame	\$3,166.00	\$3,166.00
1.00	Seal, Sleeve & Gasket	\$160.00	\$160.00
1.00	15hp CSPH/CCSPH Impeller	\$2,134.00	\$2,134.00
1.00	Labor	\$690.00	\$690.00
1.00	Shop Charges	\$255.00	\$255.00
<b>TOTAL:</b>			\$6,405.00

**Disclosures**


**Due to high demand and global supply chain issues, swimming pool parts and equipment are on backorder. While Poolsure is committed to completing work as soon as possible, please be prepared for unavoidable equipment delays.**

Quote based on limited visual inspection. Some problems may not become apparent until system work begins. Pricing is subject to change after 30 days of original bid date. All repairs are subject to the applicable sales tax at the time the repair is completed (not reflected in price quoted). Customer may be required to pay a percentage of the total prior to scheduling the work. Any collection costs associated with this work will be the responsibility of the customer.

Florida DBPR License# CPC1458768  
Regulated by The Florida Department of Business and Professional Regulation  
Construction Industry Licensing Board  
1940 North Monroe Street  
Tallahassee, FL 32399-0783  
850-487-1395  
website: [www.myfloridalicense.com/dbpr/](http://www.myfloridalicense.com/dbpr/)

By executing below, Customer hereby authorizes the work described above to be performed and agrees to be bound by the Standard Terms & Conditions attached to this estimate.

**Signature:**

DocuSigned by:  
  
1880A030E7154A5...

**Date:**

8/1/2022

**Name (Print):**

Jim Schieszer

**Purchase Order #:**

THANK YOU FOR YOUR BUSINESS!



**Poolsure Standard Terms & Conditions**

1. These Standard Terms & Conditions govern the relationship between Poolsure and the other party (the “Customer”) to the Estimate, Work Order, or similar document (“Work Authorization”) to which these Standard Terms & Conditions are attached. As herein, (i) the term “Equipment” means any and all controllers, tanks, or other equipment sold, leased, or otherwise provided to Customer by Poolsure, if any; (ii) the term “Chemicals” means any and all chemicals provided by Poolsure to the Customer to maintain the chlorine, ph, alkalinity levels, calcium and cyanuric acid levels, and other water chemistry of Customer’s swimming pools and other bodies of water (collectively, “Pools”), if any, and (iii) the term “Services” means any and all services furnished by Poolsure to Customer, including but not limited to maintenance and repair services, if any. The specific Equipment, Chemicals, and Services, and the terms upon which Poolsure agrees to provide the same to Customer are included on the Work Authorization. The provision of Equipment, Chemicals, and/or Services by Poolsure to Customer is referred to herein as the “Work”. Poolsure agrees to perform the Work as described in the Work Authorization, and Customer agrees to provide Poolsure reasonable access to the area(s) where Work is to be performed.

2. **Leased Equipment.** All leased Equipment (and any replacement thereof), shall remain the sole property of Poolsure, and shall be returned to Poolsure at the end of the lease term in good working condition, reasonable wear and tear excepted. If the leased Equipment is not returned within 60 days of the expiration of the lease term, then Customer agrees to pay Poolsure an amount equal to the then current purchase price of each piece of the leased Equipment that has yet to be returned. In addition, Customer will still be responsible for returning the leased Equipment to Poolsure. All leased Equipment shall remain personal property (even though said Equipment may hereafter become attached or affixed to real property) and the title thereto shall at all times remain exclusively in Poolsure. At Customer’s sole cost and expense, Customer shall (a) protect and defend Poolsure’s ownership of and title to the leased Equipment from and against all persons claiming against or through Customer, (b) at all times keep the leased Equipment free from any and all liens, encumbrances, attachments, levies, executions, burdens, charges or legal processes imposed against Customer, (c) give Poolsure immediate written notice of any matter described in this sentence, and (d) cooperate with Poolsure to promptly remove any encumbrance described in this sentence. Customer shall keep the leased Equipment at the approved delivery and storage location and shall not remove them or allow any of the leased Equipment to be removed without Poolsure’s prior, written consent, unless otherwise noted on the Work Authorization.

3. **Water Chemistry and Maintenance of Equipment.** Maintaining proper water chemistry in the Pools is the sole responsibility of Customer, despite Poolsure having agreed to provide the Chemicals and/or Equipment as a tool to assist Customer in connection therewith, as applicable. Customer agrees that it shall independently test the water chemistry of each Pool no less than daily (or more often if required by law), and shall keep an accurate and up-to-date written log of such tests as required by any applicable law. In the event that such tests reveal that any piece of Equipment is not maintaining proper water chemistry, Customer shall promptly notify Poolsure of the same, and Customer will add Chemicals to the Pools by hand or otherwise as necessary to maintain proper water chemistry therein, until such Equipment is repaired or replaced. Poolsure’s sole responsibility hereunder is to supply Chemicals, sell and/or lease the Equipment, and/or to repair such Equipment as expressly requested by Customer and agreed to by Poolsure; all responsibility for maintenance of the Chemicals in the Pools shall accrue to and be the responsibility of the Customer. Customer acknowledges that it is Customer’s responsibility to obtain and pay for all necessary permits and licenses needed to operate the Pools, and/or utilize the Equipment or Chemicals as required by applicable law. Any leased Equipment and feed system may only be used to feed approved chemicals provided by Poolsure. Customer shall not, under any circumstance, place or allow others to place products or chemicals obtained from any third-party in any piece of leased Equipment. Customer shall be solely responsible for any and all leaks in any piece of Equipment, and any circumstance arising or resulting from any leaks. Customer acknowledges that corrosion may result from Chemicals and Poolsure is not responsible for the same. It is recommended that a ventilation fan be installed in any enclosed Equipment/Chemical area to provide proper ventilation and minimize corrosion, and Customer shall install the same as required by applicable law. In the event the leased Equipment is damaged, including but not limited to as a result of the misuse, improper

**Poolsure Standard Terms & Conditions**

use, or other intentional and wrongful or negligent acts or omissions of Customer's officers, employees, agents, contractors (other than Poolsure) or invitees, to the extent such damage is not covered by any warranties or insurance, Poolsure may service or repair the Equipment as needed and the cost thereof shall be paid by Customer to Poolsure immediately upon written request, together with interest thereon at the rate of one and one-half percent (1.50%) per month (or the maximum monthly interest rate permitted to be charged by law, if less) and reasonable attorneys' fees and costs incurred by Poolsure in collecting such amount from Customer. Any work so performed by Poolsure shall not deprive Poolsure of any of its rights, remedies, or actions against Customer for such damage.

**4. Payment to Poolsure.** In consideration of the Work to be performed by Poolsure, Customer agrees to pay Poolsure, without reduction or set-off, the fees set forth in the Work Authorization. If payment in full is not received timely, then interest shall accrue on such unpaid amounts from the applicable due date until paid in full at the lesser of one and one-half percent (1.50%) per month and the maximum monthly interest rate permitted to be charged by law. Any pricing provided in the Work Authorization may be adjusted by Poolsure upon thirty (30) days prior written notice to Customer.

**5. Warranties by Poolsure.** All Services performed by Poolsure will be provided in a good and workmanlike manner; provided that Poolsure makes no warranty with respect to any 3<sup>rd</sup> party lab testing utilized by Poolsure. Customer's sole remedy with respect to the warranty provided on Services is the reperformance of the Services by Poolsure. Poolsure makes no warranty with respect to the Chemicals or the Equipment, but Poolsure will assign or "pass-through" any manufacturer or 3<sup>rd</sup> party laboratory warranties to the extent the same may be assigned to Customer. POOLSURE SUPPLIES THE CHEMICALS AND EQUIPMENT UNDER THE WORK AUTHORIZATION IN THEIR "AS IS" CONDITION. EXCEPT AS SET FORTH IN THIS SECTION, POOLSURE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE SERVICES, CHEMICALS OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, DURABILITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE CHEMICALS OR EQUIPMENT. POOLSURE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES SUFFERED BY CUSTOMER OR BY ANY OTHER PERSON FOR, AND CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO HOLD POOLSURE LIABLE HEREUNDER FOR, ANY CLAIMS, DEMANDS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR THE DESIGN OR MANUFACTURE, POSSESSION OR OPERATION OF THE CHEMICALS OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OF, DEFECTIVE OR FAULTY DESIGN, OPERATION, CONDITION, SUITABILITY OR USE OF THE CHEMICALS OR EQUIPMENT. Poolsure is not the manufacturer of the Equipment or Chemicals, or the manufacturer's agent.

**6. Indemnity and Limitation of Damages.** CUSTOMER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD POOLSURE HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, ACTIONS, JUDGMENTS, SUITS, LOSSES, FINES, PENALTIES, DEMANDS, COSTS AND EXPENSES AND LIABILITY WHATSOEVER (AND ANY ATTORNEY'S FEES, WITNESS FEES, AND/OR COSTS INCURRED IN CONNECTION THEREWITH) (COLLECTIVELY THE "LOSSES") CAUSED BY OR ARISING FROM (A) CUSTOMER'S FAILURE TO FULLY PERFORM, OBSERVE OR SATISFY ITS COVENANTS, DUTIES, WARRANTIES OR OBLIGATIONS CONTAINED IN THE WORK AUTHORIZATION OR THESE STANDARD TERMS & CONDITIONS; (B) THE NEGLIGENT OR WRONGFUL USE AND OPERATION OF THE CHEMICALS OR EQUIPMENT DURING THE TERM BY CUSTOMER, ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS, OR INVITEES; (C) CUSTOMER'S FAILURE TO MAINTAIN PROPER WATER CHEMISTRY IN EACH AND EVERY POOL; (D) THE ACTS OR OMISSIONS OF CUSTOMER, ITS AGENTS, OFFICERS, EMPLOYEES,

Poolsure Standard Terms & Conditions

CONTRACTORS, OR INVITEES, INCLUDING BUT NOT LIMITED TO CUSTOMER'S FAILURE TO MAINTAIN AND UTILIZE THE EQUIPMENT AND THE CHEMICALS IN ACCORDANCE WITH APPLICABLE LAW; AND (E) THE STORAGE OF THE CHEMICALS ON CUSTOMER'S PREMISES. IF SUCH LOSSES WERE ALSO CAUSED IN PART BY THE ACTS OR OMISSIONS OF POOLSURE, THEN CUSTOMER SHALL ONLY BE LIABLE TO THE EXTENT AND FOR SUCH PORTION THAT SUCH LOSSES WERE CAUSED BY, ARISE FROM OR RELATE, TO THE ACTS OR OMISSIONS OF CUSTOMER, ITS OFFICERS, AGENTS, MANAGERS, CONTRACTORS EMPLOYEES AND/OR INVITEES. IN NO EVENT SHALL POOLSURE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE WORK AUTHORIZATION, THE CHEMICALS OR EQUIPMENT, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

NOTWITHSTANDING THE FOREGOING, THE CUSTOMER HEREBY ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO CUSTOMER'S WALKWAYS, CONCRETE, PARKING LOTS, OR OTHER FLOORING ("CUSTOMER'S FLOORING") THAT MAY BE INCURRED IN CONNECTION WITH THE CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS OF POOLSURE IN DELIVERING CHEMICALS TO CUSTOMER'S PROPERTY OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, CONCRETE, PARKING LOTS OR ANY OTHER FLOORING AREAS LOCATED ON CUSTOMER'S PROPERTY DESIGNATED BY CUSTOMER AS AN ACCESS FOR PRODUCT DELIVERY. HOWEVER, THE ABOVE DOES NOT WAIVE OR RELEASE ANY CLAIMS AGAINST POOLSURE FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF POOLSURE, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR REPRESENTATIVES. CUSTOMER ACKNOWLEDGES THAT THIS PARAGRAPH IN ITS NATURE IS A WAIVER FOR DAMAGES TO CUSTOMER'S FLOORING ARISING FROM AND DUE TO POOLSURE'S CUSTOMARY AND REASONABLE ACTIVITY OF DELIVERING CORROSIVE CHEMICALS OVER CUSTOMER'S FLOORING AND HEREBY RELEASES POOLSURE FOR CLAIMS OR DAMAGES TO CUSTOMER'S FLOORING RESULTING FROM POOLSURE'S CUSTOMARY AND REASONABLE ACTS IN CONNECTION WITH THE DELIVERY OF CHEMICALS TO CUSTOMER'S PROPERTY AND ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO CUSTOMER'S FLOORING THAT MAY BE INCURRED BY CUSTOMER ARISING OUT OF OR IN CONNECTION WITH POOLSURE'S CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS IN DELIVERING CHEMICALS OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, PARKING LOTS OR ANY OTHER FLOORING AREAS DESIGNATED BY CUSTOMER TO BE ACCESS POINTS FOR PRODUCT DELIVERY. CUSTOMER FULLY UNDERSTANDS THE TERMS SET FORTH IN THIS PARAGRAPH, AND CUSTOMER HEREBY WAIVES ITS RIGHTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO CUSTOMER TO THE FULLEST EXTENT ALLOWED BY LAW.

To the extent there is any conflict between the terms of this Section and the terms of any other agreement entered into between Poolsure and Customer, the terms of this Section shall control.

**7. Customer Event of Default.** The occurrence of any of the following shall constitute an event of default by Customer (a "Customer Event of Default"): (a) Customer fails to timely pay any payment when due to Poolsure; (b) Customer attempts to remove, sell, transfer, encumber, assign, sublet or part with possession of any leased Equipment or any items thereof, except as expressly permitted herein; (c) Customer fails to observe or perform any of its material covenants, duties or obligations arising hereunder and such failure continues for a period of fifteen (15) days after written notice thereof by Poolsure; (d) Customer ceases doing business as a going concern,

**Poolsure Standard Terms & Conditions**

makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated as bankrupt or insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or it or its shareholders or other equity owners shall take any action looking to its dissolution or liquidation.

**8. Remedies Upon Customer Event of Default.** Upon the occurrence of any Customer Event of Default, Poolsure may at its option do any or all of the following: (a) By written notice to Customer, immediately terminate the Work Authorization and the related provision of Services, Equipment, or Chemicals. As a result of the termination, Poolsure may enter upon Customer's property and remove any leased Equipment without liability of any kind or nature for so doing, or Poolsure may demand that Customer remove and return the leased Equipment, all at Customer's sole cost and expense; or (b) Exercise any other right or remedy which may be available to Poolsure under any applicable law or proceed by appropriate court action, without affecting Poolsure's title or right to possession of the leased Equipment, to enforce the terms hereof or to recover damages from the Customer Event of Default or to terminate the Work Authorization and the related provision of Services, Equipment, or Chemicals.

**9. Insurance.** Customer shall, at its cost and expense, purchase and maintain in effect general and professional liability insurance covering all Losses and the use, operation, and replacement of the leased Equipment and/or Chemicals. Upon written request by Poolsure, Poolsure shall be named as an additional insured party on the insurance policies to be maintained hereunder by Customer, and Customer shall deliver a certificate of insurance or other reasonable documentation to Poolsure within ten (10) days of such request.

**10. Miscellaneous.** The Work Authorization and these Standard Terms & Conditions and all claims or causes of action arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of laws provisions, and in the event of a dispute arising under or in connection with the Work Authorization or these Standard Terms & Conditions, the parties hereby submit to exclusive jurisdiction in the federal or state courts located in Orange County, Florida, and agree that venue is proper and convenient in such forum. Poolsure shall not be liable for default in the performance or discharge of any duty or obligation under the Work Authorization or these Standard Terms & Conditions, to the extent caused by acts of God, civil or military authority, public enemy, fire, floods, winds, storms, pandemic, epidemic, public health emergency or quarantine, labor disorders, strikes, work stoppages or other labor trouble, accidents, riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Poolsure's reasonable control. The Work Authorization may be signed in multiple counterparts (including electronically), each of which will be considered an original and all of which together will constitute a whole. The failure of either party to enforce any of the rights given to it under the Work Authorization or these Standard Terms & Conditions shall not be construed as a waiver of the right of such party to exercise any such right as to any subsequent violations of the Work Authorization and these Standard Terms & Conditions. Except as specifically set forth herein, neither party shall assign the Work Authorization or its rights or obligations thereunder without the prior written consent of the other party. The Work Authorization and these Standard Terms & Conditions shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns. The Work Authorization and these Standard Terms & Conditions constitute the entire agreement between the parties with respect to the matters set forth herein. Any change, addition, deletion or other modification to the Work Authorization and these Standard Terms & Conditions shall be null and void unless in writing and signed by both parties. All notices required to be provided in writing hereunder shall be sent to the party in question at its address set forth on the Work Authorization, by hand delivery or international delivery service, return receipt requested. In the event of any controversy, claim or dispute between the parties hereto,

**Poolsure Standard Terms & Conditions**

arising out of or relating to the Work Authorization or the breach thereof, the prevailing party shall be entitled to recover from the other party its reasonable expenses, attorney's fees, and costs. The provisions of these Standard Terms & Conditions which by their nature require some action or forbearance after termination of the Work Authorization or completion of the Work (including but not limited to those related to indemnities) shall survive and be binding until any actions, obligations and/or rights therein provided have been completely satisfied or released.

## **TAB 13**

**Turnbull Creek  
Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2021**

**Turnbull Creek Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2021**

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Turnbull Creek Community Development District  
St. Johns County, Florida

### Report on the Financial Statements

We have audited the accompanying financial statements of Turnbull Creek Community Development District as of and for the year ended September 30, 2021, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

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To the Board of Supervisors  
Turnbull Creek Community Development District

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Turnbull Creek Community Development District, as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued a report dated June 29, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Turnbull Creek Community Development District's internal control over financial reporting and compliance.

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

June 29, 2022

**Turnbull Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

Management's discussion and analysis of Turnbull Creek Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *government-wide financial statements*, 2) *fund financial statements*, and 3) *notes to financial statements*. The *government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *fund financial statements* present financial information for the District's major funds. The *notes to financial statements* provide additional information concerning the District's finances.

The *government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture and recreation, and debt service.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Turnbull Creek Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. In the **statement of activities**, transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2021.

- ◆ The District's total liabilities exceeded total assets by \$(1,950,104) (net position). Net investment in capital assets was \$(2,849,030), restricted net position was \$109,373 and unrestricted net position was \$789,553.
- ◆ Governmental activities revenues totaled \$2,529,081 while governmental activities expenses totaled \$2,101,398.

**Turnbull Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

**Net Position**

	<b>Governmental Activities</b>	
	<b>2021</b>	<b>2020</b>
Current assets	\$ 859,917	\$ 686,825
Restricted assets	986,857	1,004,028
Capital assets	11,188,521	11,627,650
Total Assets	<u>13,035,295</u>	<u>13,318,503</u>
Current liabilities	1,049,648	994,076
Non-current liabilities	13,935,751	14,702,214
Total Liabilities	<u>14,985,399</u>	<u>15,696,290</u>
Net investment in capital assets	(2,849,030)	(3,150,219)
Restricted net position	109,373	107,172
Unrestricted net position	789,553	665,260
Total Net Position	<u>\$ (1,950,104)</u>	<u>\$ (2,377,787)</u>

The increase in current assets is related to the increase in cash in the current year.

The decrease in capital assets is mainly related to current year depreciation.

The increase in net position is the result of revenues in excess of expenses in the current year.

The decrease in non-current liabilities is related to the principal payments made in the current year.

**Turnbull Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Change In Net Position**

	<b>Governmental Activities</b>	
	<b><u>2021</u></b>	<b><u>2020</u></b>
Program Revenues		
Charges for services	\$ 2,509,048	\$ 2,529,362
Investment earnings	372	11,409
Miscellaneous revenues	<u>19,661</u>	<u>12,070</u>
Total Revenues	<u>2,529,081</u>	<u>2,552,841</u>
Expenses		
General government	175,189	168,293
Physical environment	576,514	577,452
Culture/recreation	723,309	702,959
Interest and other charges	<u>626,386</u>	<u>647,840</u>
Total Expenses	<u>2,101,398</u>	<u>2,096,544</u>
Change in Net Position	427,683	456,297
Net Position - Beginning of Year	<u>(2,377,787)</u>	<u>(2,834,084)</u>
Net Position - End of Year	<u><u>\$ (1,950,104)</u></u>	<u><u>\$ (2,377,787)</u></u>

The increase in culture/recreation is mainly the result of the increase in repairs in the current year.

**Turnbull Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Capital Assets Activity**

The following schedule provides a summary of the District's capital assets as of September 30, 2021 and 2020.

	<b>Governmental Activities</b>	
	<b>2021</b>	<b>2020</b>
Land and improvements	\$ 3,846,133	\$ 3,846,133
Infrastructure	5,052,657	5,052,657
Buildings	8,344,455	8,337,572
Equipment	19,046	7,100
Less: accumulated depreciation	<u>(6,073,770)</u>	<u>(5,615,812)</u>
Capital Assets, net	<u>\$ 11,188,521</u>	<u>\$ 11,627,650</u>

Current year activity consisted of additions to equipment of \$11,946, and buildings of \$6,883, and depreciation of \$457,958.

**General Fund Budgetary Highlights**

Budgeted expenditures exceeded actual expenditures primarily due to less landscape maintenance, pool monitoring and legal expenditures incurred in the current year than were anticipated.

The September 30, 2021 budget was amended for additional repairs and engineering cost, not anticipated in the original budget.

**Debt Management**

Governmental Activities debt includes the following:

- ◆ In March 2015, the District issued \$13,375,000 Special Assessment Refunding Bonds, Series 2015A and \$1,280,000 Special Assessment Bonds, Series 2015B. The Bonds were issued to provide funds to refund and redeem the Special Assessment Bonds, Series 2005 and to finance the Phase 1 - Pond Bank Reconstruction Project. The balance outstanding at September 30, 2021 for the Series 2015A Bonds was \$10,180,000 and the Series 2015B Bonds was \$1,110,000.

**Turnbull Creek Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2021**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Debt Management (Continued)**

In April 2016, the District issued \$4,196,000 Special Assessment Refunding Bonds, Series 2016. The Bonds were issued to refund and redeem the outstanding Special Assessment Bonds, Series 2006 and retire the deferred costs. The balance outstanding at September 30, 2021 was \$3,438,000.

**Economic Factors and Next Year's**

The District does not expect any economic factors to have a significant effect on the financial position or results of operations of the District in fiscal year 2022.

**Request for Information**

The financial report is designed to provide a general overview of Turnbull Creek Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Turnbull Creek Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida, 33614.



**Turnbull Creek Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2021**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Current Assets	
Cash	\$ 542,323
Investments	266,594
Due from other governments	23,429
Due from other	19
Prepaid expenses	27,552
Total Current Assets	<u>859,917</u>
Non-Current Assets	
Restricted Assets	
Investments	986,857
Capital Assets, Not Being Depreciated	
Land and improvements	3,846,133
Capital Assets, Being Depreciated	
Infrastructure	5,052,657
Buildings	8,344,455
Equipment	19,046
Less: accumulated depreciation	<u>(6,073,770)</u>
Total Non-Current Assets	<u>12,175,378</u>
Total Assets	<u>13,035,295</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	57,585
Bonds payable, current	740,000
Accrued interest	252,063
Total Current Liabilities	<u>1,049,648</u>
Non-Current Liabilities	
Bonds payable, net	<u>13,935,751</u>
Total Liabilities	<u>14,985,399</u>
<b>NET POSITION</b>	
Net investment in capital assets	(2,849,030)
Restricted for debt service	106,629
Restricted for capital projects	2,744
Unrestricted	789,553
Total Net Position	<u><u>\$ (1,950,104)</u></u>

*See accompanying notes to financial statements.*

**Turnbull Creek Community Development District**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2021**

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Program Revenues</b>	<b>Net (Expense) Revenues and Changes in Net Position</b>
		<b>Charges for Services</b>	<b>Governmental Activities</b>
Governmental Activities			
General government	\$ (175,189)	\$ 200,114	\$ 24,925
Physical environment	(576,514)	441,308	(135,206)
Culture/recreation	(723,309)	499,060	(224,249)
Interest and other charges	(626,386)	1,368,566	742,180
Total Governmental Activities	<u>\$ (2,101,398)</u>	<u>\$ 2,509,048</u>	<u>407,650</u>
General Revenues			
Investment earnings			372
Miscellaneous revenues			19,661
Total General Revenues			<u>20,033</u>
Change in Net Position			427,683
Net Position - October 1, 2020			<u>(2,377,787)</u>
Net Position - September 30, 2021			<u>\$ (1,950,104)</u>

*See accompanying notes to financial statements.*

**Turnbull Creek Community Development District**  
**BALANCE SHEET -**  
**GOVERNMENTAL FUNDS**  
**September 30, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 170,890	\$ -	\$ 371,433	\$ 542,323
Investments	266,594	-	-	266,594
Due from other funds	-	2,709	-	2,709
Due from other governments	13,359	10,070	-	23,429
Due from other	19	-	-	19
Prepaid expenses	27,552	-	-	27,552
Restricted assets				
Cash and investments, at fair value	-	984,113	2,744	986,857
<b>Total Assets</b>	<b>\$ 478,414</b>	<b>\$ 996,892</b>	<b>\$ 374,177</b>	<b>\$ 1,849,483</b>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 57,585	\$ -	\$ -	\$ 57,585
Due to other funds	2,709	-	-	2,709
<b>Total Liabilities</b>	<b>60,294</b>	<b>-</b>	<b>-</b>	<b>60,294</b>
<b>FUND BALANCES</b>				
Nonspendable:				
Prepaid expenses	27,552	-	-	27,552
Restricted:				
Debt service	-	996,892	-	996,892
Capital projects	-	-	2,744	2,744
Assigned - capital projects	-	-	371,433	371,433
Unassigned	390,568	-	-	390,568
<b>Total Fund Balances</b>	<b>418,120</b>	<b>996,892</b>	<b>374,177</b>	<b>1,789,189</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 478,414</b>	<b>\$ 996,892</b>	<b>\$ 374,177</b>	<b>\$ 1,849,483</b>

*See accompanying notes to financial statements.*

**Turnbull Creek Community Development District**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**September 30, 2021**

Total Governmental Fund Balances	\$ 1,789,189
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land and improvements, \$3,846,133, infrastructure \$5,052,657, buildings, \$8,344,455, and equipment, \$19,046, net of accumulated depreciation, \$(6,073,770), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	11,188,521
Long-term liabilities, including bonds payable, \$(14,728,000), and bond discount, \$52,249, are not due and payable in the current period and therefore, are not reported at the governmental fund level.	(14,675,751)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	<u>(252,063)</u>
Net Position of Governmental Activities	<u><u>\$ (1,950,104)</u></u>

*See accompanying notes to financial statements.*

**Turnbull Creek Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES – GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$1,140,482	\$ 1,368,566	\$ -	\$ 2,509,048
Investment earnings	33	338	1	372
Miscellaneous revenues	19,661	-	-	19,661
Total Revenues	<u>1,160,176</u>	<u>1,368,904</u>	<u>1</u>	<u>2,529,081</u>
Expenditures				
Current				
General government	174,969	-	220	175,189
Physical environment	385,855	-	19,659	405,514
Culture/recreation	436,351	-	-	436,351
Capital outlay	6,883	-	11,946	18,829
Debt service				
Principal	-	745,000	-	745,000
Interest	-	629,774	-	629,774
Other	-	1,351	-	1,351
Total Expenditures	<u>1,004,058</u>	<u>1,376,125</u>	<u>31,825</u>	<u>2,412,008</u>
Excess (deficiency) of revenues over/(under) expenditures	<u>156,118</u>	<u>(7,221)</u>	<u>(31,824)</u>	<u>117,073</u>
Other Financing Sources/(Uses)				
Transfers in	-	-	212,819	212,819
Transfers out	(212,819)	-	-	(212,819)
Total Other Financing Sources/(Uses)	<u>(212,819)</u>	<u>-</u>	<u>212,819</u>	<u>-</u>
Net Change in Fund Balances	(56,701)	(7,221)	180,995	117,073
Fund Balances - October 1, 2020	<u>474,821</u>	<u>1,004,113</u>	<u>193,182</u>	<u>1,672,116</u>
Fund Balances - September 30, 2021	<u>\$ 418,120</u>	<u>\$ 996,892</u>	<u>\$ 374,177</u>	<u>\$ 1,789,189</u>

*See accompanying notes to financial statements.*

**Turnbull Creek Community Development District**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2021**

Net Change in Fund Balances - Total Governmental Funds	\$ 117,073
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount by which capital outlay (\$18,829) was exceeded by depreciation (\$(457,958)) in the current period.	(439,129)
Bond principal payments are recorded as expenditures at the fund level, but reduce liabilities at the government-wide level.	745,000
Amortization of bond discount does not require the use of financial current resources and therefore, is not reported in the governmental funds. This is the amount of amortization in the current period.	(3,537)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in the governmental funds, interest expenditures are reported when due. This is the change in accrued interest in the current period.	<u>8,276</u>
Change in Net Position of Governmental Activities	<u><u>\$ 427,683</u></u>

*See accompanying notes to financial statements.*

**Turnbull Creek Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND**  
**For the Year Ended September 30, 2021**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
Revenues				
Special assessments	\$1,126,149	\$1,140,482	\$1,140,482	\$ -
Investment earnings	-	-	33	33
Miscellaneous revenues	5,000	19,694	19,661	(33)
Total Revenues	<u>1,131,149</u>	<u>1,160,176</u>	<u>1,160,176</u>	<u>-</u>
Expenditures				
Current				
General government	157,053	182,516	174,969	7,547
Physical environment	394,800	397,107	385,855	11,252
Culture/recreation	428,330	457,919	436,351	21,568
Capital outlay	-	-	6,883	(6,883)
Total Expenditures	<u>980,183</u>	<u>1,037,542</u>	<u>1,004,058</u>	<u>33,484</u>
Excess of revenues over/(under) expenditures	<u>150,966</u>	<u>122,634</u>	<u>156,118</u>	<u>33,484</u>
Other Financing Sources/(Uses)				
Transfers out	<u>(212,819)</u>	<u>(212,819)</u>	<u>(212,819)</u>	<u>-</u>
Net Change in Fund Balances	(61,853)	(90,185)	(56,701)	33,484
Fund Balances - October 1, 2020	<u>61,853</u>	<u>90,185</u>	<u>474,821</u>	<u>384,636</u>
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 418,120</u>	<u>\$ 418,120</u>

*See accompanying notes to financial statements.*

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on June 28, 2004, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance #2004-47 of the Board of County Commissioners of St. Johns County, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Turnbull Creek Community Development District. The District is governed by a five member Board of Supervisors elected by qualified resident electors residing within the District. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Turnbull Creek Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards the District has identified no component units.

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements



**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds**

The District reports fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**3. Basis of Presentation (Continued)**

**a. Governmental Major Funds (Continued)**

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the Special Assessment Bonds.

Capital Projects Fund – The Capital Projects Fund accounts for the acquisition and construction of infrastructure improvements located within the boundaries of the District.

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as general obligation bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

**4. Assets, Liabilities, and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, and Net Position or Equity (Continued)**

**a. Cash and Investments (Continued)**

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash and investments include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less.

**b. Restricted Assets**

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

**c. Capital Assets**

Capital assets, which include land, infrastructure, equipment and buildings, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Building	10-30 years
Infrastructure	30 years
Equipment	5–7 years

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, and Net Position or Equity (Continued)**

**d. Unamortized Bond Discounts**

Bond discounts associated with the issuance of revenue bonds are amortized according to the straight line method of accounting. For financial reporting, unamortized bond discounts are netted against the applicable long-term debt.

**e. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

**NOTE B – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

**Custodial Credit Risk – Deposits**

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$548,102 and the carrying value was \$542,323. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE B – CASH AND INVESTMENTS (CONTINUED)**

Investments

As of September 30, 2021, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity</u>	<u>Fair Value</u>
First American Government Obligation Fund	14 days*	\$ 802,191
Goldman Sachs Government Fund	38 days*	184,666
US Bank Money Market	N/A	266,552
Florida PRIME	49 days*	42
Total		<u>\$ 1,253,451</u>

\* Weighted average maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments in First American Government Obligation Fund and Goldman Sachs Government Fund are Level 1 assets.

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2021, there were no redemption fees, maximum transaction amounts, or any other requirement that would limit daily access to 100 percent of the account value.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE B – CASH AND INVESTMENTS (CONTINUED)**

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2021, the District's investment in the Goldman Sachs Government Fund, Florida PRIME, and First American Government Obligation Funds were rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Government Obligation Funds represent 64% of the District's total investments. The investments in Goldman Sachs Government Fund represent 15% of the District's total investments. The US Bank Money Market represents 21% of the District's total investments. The District's investment in Florida PRIME represents less than 1% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the fiscal year then ended.

**NOTE C – CAPITAL ASSETS**

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
<b><u>Governmental Activities:</u></b>				
Capital assets, not being depreciated:				
Land and improvements	\$ 3,846,133	\$ -	\$ -	\$ 3,846,133
Capital assets being depreciated				
Infrastructure	5,052,657	-	-	5,052,657
Buildings	8,337,572	6,883	-	8,344,455
Equipment	7,100	11,946	-	19,046
Total Capital Assets Being Depreciated	13,397,329	18,829	-	13,416,158
Less: accumulated depreciation	(5,615,812)	(457,958)	-	(6,073,770)
Total Capital Assets Being Depreciated, Net	7,781,517	(439,129)	-	7,342,388
 Governmental Activities Capital Assets, Net	 \$ 11,627,650	 \$ (439,129)	 \$ -	 \$ 11,188,521

Depreciation was charged to physical environment, \$171,000 and culture and recreation, \$286,958.



**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE D – LONG-TERM DEBT**

The following is a summary of activity in the long-term debt account group of the District for the year ended September 30, 2021:

Long-term debt at October 1, 2020	\$ 15,473,000
Principal payments	<u>(745,000)</u>
Long-term Debt at September 30, 2021	14,728,000
Less: bond discount, net	<u>(52,249)</u>
Bonds Payable, Net	<u><u>\$ 14,675,751</u></u>

Long-term debt is comprised of the following:

Special Assessment Refunding Bonds

\$13,375,000 Series 2015A Bonds are due in annual principal installments beginning May 2016, maturing May 2035. Interest is due semi-annually on May 1 and November 1, beginning May 1, 2016, at variable rates of 1.25% to 4.75%.

\$ 10,180,000

\$1,280,000 Series 2015B Bonds are due in annual principal installments beginning May 2016, maturing May 2045. Interest is due semi-annually on May 1 and November 1, beginning May 1, 2016, at variable rates of 1.25% to 5.00%.

\$ 1,110,000

\$4,196,000 Series 2016 Bonds are due in annual principal installments beginning May 2017, maturing May 2037. Interest is due semi-annually on May 1 and November 1, beginning May 1, 2016, at fixed rate of 3.70%.

\$ 3,438,000

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE D – LONG-TERM DEBT (CONTINUED)**

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2021 are as follows:

Year Ending September 30,	Principal	Interest	Total
2022	\$ 740,000	\$ 604,949	\$ 1,344,949
2023	767,000	578,999	1,345,999
2024	798,000	550,867	1,348,867
2025	824,000	520,334	1,344,334
2026	856,000	488,273	1,344,273
2027-2031	4,866,000	1,886,170	6,752,170
2032-2036	5,042,000	758,551	5,800,551
2037-2041	555,000	113,384	668,384
2042-2045	280,000	32,924	312,924
Totals	<u>\$ 14,728,000</u>	<u>\$ 5,534,451</u>	<u>\$ 20,262,451</u>

Significant Bond Provisions

The Series 2015A, 2015B and 2016 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, in the manner provided by the Bond Indenture. The Bonds are also subject to extraordinary mandatory redemption in the manner determined by the Bond Registrar if certain events occur as outline in the Bond Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

**Turnbull Creek Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE D – LONG-TERM DEBT (CONTINUED)**

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Reserve Fund – The 2016 Reserve Account was funded from the proceeds of the Series 2016 Bonds in an amount equal to the maximum annual debt service requirement. Monies held in the reserve account will be used only for the purposes established in the Trust Indenture.

	<u>Reserve Balance</u>	<u>Reserve Requirement</u>
Series 2015A Special Assessment Bonds	\$ 497,317	\$ 488,241
Series 2015B Special Assessment Bonds	\$ 41,383	\$ 35,881
Series 2016 Special Assessment Bonds	\$ 114,421	\$ 114,079

**NOTE E – INTERFUND ACTIVITY**

Interfund transfers for the year ended September 30, 2021, consisted of the following:

<u>Transfers In</u>	<u>Transfers Out</u>
	<u>General Fund</u>
Capital Projects Fund	\$ 212,819

Transfers from the General Fund to the Capital Projects Fund were to fund capital reserves.

**NOTE F – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks that exceeded commercial insurance coverage in the past three years.

**NOTE G – SUBSEQUENT EVENT**

In May 2022, the District made prepayments on the Series 2015A and 2015B Bonds in the amounts of \$45,000 and \$5,000, respectively.



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

## **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Turnbull Creek Community Development District  
St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Turnbull Creek Community Development District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated June 29, 2022.

### **Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Turnbull Creek Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Turnbull Creek Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Turnbull Creek Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



To the Board of Supervisors  
Turnbull Creek Community Development District

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Turnbull Creek Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

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

June 29, 2022



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

## MANAGEMENT LETTER

To the Board of Supervisors  
Turnbull Creek Community Development District  
St. Johns County, Florida

### Report on the Financial Statements

We have audited the financial statements of the Turnbull Creek Community Development District as of and for the year ended September 30, 2021, and have issued our report thereon dated June 29, 2022.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June XX, 2022, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Turnbull Creek Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Turnbull Creek Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.



To the Board of Supervisors  
Turnbull Creek Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Turnbull Creek Community Development District. It is management's responsibility to monitor the Turnbull Creek Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2021.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Turnbull Creek Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 3
- 2) The total number of independent contractors to whom nonemployee compensation, defined as individuals or entities that receive 1099s, was paid in the last month of the District's fiscal year: 18
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$6,465
- 4) All compensation earned by or awarded to nonemployee independent contractors, defined as entities or individuals that receive 1099s, whether paid or accrued, regardless of contingency: \$902,221
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: There were amendments to the FY 2021 budget. See the following page.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Turnbull Creek Community Development District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund \$1,249.25, and Debt Service Fund \$88.08 - \$1,451.69.
- 8) The amount of special assessments collected by or on behalf of the District: \$2,509,048.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds. Series 2015A1-A2, \$10,180,000 matures May 2035, Series 2015B1-B2, \$1,110,000 matures May 2045, and the Series 2016, \$3,438,000, matures in May 2037.

To the Board of Supervisors  
Turnbull Creek Community Development District

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 1,126,149	\$ 1,140,482	\$ 14,333
Interest earnings	-	33	33
Miscellaneous revenues	5,000	19,661	14,661
Total Revenues	<u>1,131,149</u>	<u>1,160,176</u>	<u>29,027</u>
Expenditures			
Current			
General government	157,053	174,969	(17,916)
Physical environment	394,800	385,855	8,945
Culture and recreation	428,330	436,351	(8,021)
Capital outlay	-	6,883	(6,883)
Total Expenditures	<u>980,183</u>	<u>1,004,058</u>	<u>(23,875)</u>
Excess of revenues over/(under) expenditures	150,966	156,118	5,152
Other Financing Sources/(Uses)			
Transfers out	<u>(212,819)</u>	<u>(212,819)</u>	<u>-</u>
Net changes in fund balance	(61,853)	(56,701)	5,152
Fund Balances - October 1, 2020	<u>61,853</u>	<u>474,821</u>	<u>412,968</u>
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ 418,120</u>	<u>\$ 418,120</u>

### Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.





Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

To the Board of Supervisors  
Turnbull Creek Community Development District

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam  
Gaines & Frank*

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

June 29, 2022



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE  
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors  
Turnbull Creek Community Development District  
St. Johns County, Florida

We have examined Turnbull Creek Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for Turnbull Creek Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Turnbull Creek Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Turnbull Creek Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Turnbull Creek Community Development District's compliance with the specified requirements.

In our opinion, Turnbull Creek Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

*Berger Toombs Elam  
Gaines & Frank*

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

June 29, 2022

## **TAB 14**

# ESTIMATE



## Prepared For

Jim Schieszer  
101 E Positano Ave  
St. Augustine, FL 32092  
(904) 288-7667  
(904) 759-9833

## Ancient City Construction, Inc.

2614 Joe Ashton Rd, / Lic# CRC1327411  
Saint Augustine, FL 32092  
Phone: +904-808-7333 or 904-342-8169  
Email: [ancientcityconstruction@gmail.com](mailto:ancientcityconstruction@gmail.com)  
Web: [www.ancientcityconstruction.com](http://www.ancientcityconstruction.com)

Estimate # 278  
Date 07/22/2022  
Business / Tax # 59-3412504

Description	Total
Door Slab Installation	\$3,000.00
- Remove existing door slab.	
- Install custom two panel 3-0 x 6-8.	
* NOTE * Existing door is a true 36" wide door , this exact door is uncommon. All new door sizes are usually 35 3/4" wide.	
- Install existing hinges.	
- Paint door slab up to two coats of paint.	
- to supply paint color to Contractor.	
- Install original push and pull plates and all kick plates back on all doors.	
- Install original door closures.	
- Install Male and Female signs, need new signs ( original signs will most likely break during removal)	
- Labor and materials.	

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<b>Subtotal</b>	\$3,000.00
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<b>Total</b>	<b>\$3,000.00</b>
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## FLORIDA CONSTRUCTION LIEN LAW

### 713.015 Mandatory provisions for direct contracts.—

(1) Any direct contract greater than \$2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.

(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.

(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

### STANDARD ORDER OF OPERATION:

- ANCIENT CITY CONSTRUCTION WILL PRODUCE THE CERTIFICATE OF OCCUPANCY "CO" PER FLORIDA REGULATION UPON FINAL INSPECTION APPROVAL AND FINAL PAYMENT TO THE CONTRACTOR.

- IF ANCIENT CITY CONSTRUCTION SELF TERMINATES OR IS TERMINATED FROM THE JOB THE HOMEOWNER HAS 10 BUSINESS DAYS TO PAY FOR WHAT WAS DONE UP TO THAT POINT. AFTER 10 DAYS IF PAYMENT IS NOT RECEIVED NOTICE TO OWNER AND THE LEIN PAPERWORK WILL BE

STARTED.

- ANCIENT CITY CONSTRUCTION IS RESPONSIBLE FOR PAYMENT OF THE SUBCONTRACTORS.
- IF THERE IS A LIEN FILED BY A SUBCONTRACTOR THAT ANCIENT CITY CONSTRUCTION HIRES, ANCIENT CITY CONSTRUCTION IS FULLY RESPONSIBLE.
- ANCIENT CITY CONSTRUCTION WORK WITH THEIR SUBCONTRACTORS ONLY. ANCIENT CITY CONSTRUCTION DOES NOT HIRE OUT ON JOBS THROUGH HOMEOWNERS OR CONTRACTORS.
- ANCIENT CITY CONSTRUCTION HAS GREAT WORKING RELATIONSHIPS WITH THEIR SUBS AND ANCIENT CITY CONSTRUCTION HAS GREAT RESPECT AND TRUST IN THEIR SUBCONTRACTORS.
- ALL SUBCONTRACTORS ARE TO BE PAID ONLY BY ANCIENT CITY CONSTRUCTION.
- ANY DOWN PAYMENT MADE TO ANCIENT CITY CONSTRUCTION IS NON REFUNDABLE.

#### MATERIALS PURCHASED:

- ANY MATERIALS PURCHASED BY ANCIENT CITY CONSTRUCTION IS OWNED BY ANCIENT CITY CONSTRUCTION UNTIL THE CO. THIS IS TO INCLUDE ANY EXTRA BUILDING MATERIALS AFTER THE JOB IS COMPLETE. THE CONTRACTOR AUTOMATICALLY FIGURES FOR A 20% OR HIGHER OVERAGE PER ALL MATERIALS. THIS IS NON NEGOTIABLE.
- ANCIENT CITY CONSTRUCTION MATERIAL SUPPLIER "MANNING BUILDING SUPPLY", "84 LUMBER", "BUILDERS FIRST SOURCE" AUTOMATICALLY SENDS A NOTICE TO OWNER AFTER THEIR JOB IS OPENED ON A ACCOUNT. THIS IS A NORMAL PROCEDURE TO PROTECT THEMSELF FROM THE HOMEOWNER AND THE CONTRACTOR. THIS USUALLY HAPPENS AFTER THE MATERIALS ARE CHARGED 30-60 DAYS.

#### LIABILITY WAIVER:

- HOMEOWNER IS NOT TO PERFORM ANY WORK ON THE HOME / JOBSITE WHILE ANCIENT CITY CONSTRUCTION IS PERFORMING THEIR DUTIES UNLESS A WRITTEN REQUEST FROM THE HOMEOWNER TO ANCIENT CITY CONSTRUCTION IS GIVEN. ANCIENT CITY CONSTRUCTION IS NOT RESPONSIBLE FOR ANY WORK PERFORMED BY THE HOMEOWNER. ANCIENT CITY CONSTRUCTION HAS RIGHT TO REFUSAL.

#### WASTE MANAGEMENT:

- DUMPSTER & DUMP TRAILER FEES ARE NON NEGOTIABLE. DUMPSTER PRICES GO BY WEIGHT ADDITIONAL FEES ARE ADDED ON BY THE SUPPLIER AFTER PICK-UP.
- ANCIENT CITY CONSTRUCTION IS NOT RESPONSIBLE FOR ANY DAMAGE DURING PICK UP OR DROP OFF. THE DISPUTE IS BETWEEN THE HOMEOWNER AND THE SUPPLIER.
- HOMEOWNER IS RESPONSIBLE FOR ANY PROTECTANT PRIOR TO DUMPSTER DROP.
- DUMPSTER IS TO BE USED ONLY BY ANCIENT CITY CONSTRUCTION AND SUBCONTRACTORS.
- IF ILLEGAL DUMPING HAPPENS HOMEOWNER CAN BE HELD RESPONSIBLE FOR A ADDITIONAL DUMPSTER.
- Up to 500.00 PER DUMP FOR DUMP TRAILER- CONSTRUCTION DEBRIS ONLY.
- NOT TO INCLUDE DIRT OR CONCRETE.( Subject to change)
- 800 PER 20 YARD DUMPSTER- SAME APPLIES

•NO MATTER THE USE OR CONSUMPTION OF DEBRIS IN THE DUMPSTER THE HOMEOWNER WILL BE CHARGED AT THE CONTRACTORS DISCRETION.

#### CONTRACTS:

- ANCIENT CITY CONSTRUCTION HAS 2 FORMS OF CONTRACTS.
- COST PLUS - WHICH IS COST OF LABOR AND MATERIALS PLUS A PERCENTAGE.
- CONTRACTOR FEE - ANCIENT CITY CONSTRUCTION RECEIVES A LUMP SUM PAYMENT PLUS SUBCONTRACTORS FEE.
- ANCIENT CITY CONSTRUCTION HAS A ADMIN FEE THAT CONSIST ALL COMMUTES TO THE BUILDING DEPARTMENT. SUPPLY COORDINATE AND MANAGEMENT OF SUBCONTRACTORS.
- HOMEOWNER IS NOT TO HIRE ANY CONTRACTORS OR PEOPLE FOR THE DURATION OF THE CONTRACTORS PERMIT.
- CONTRACTOR IS TO HAVE FULL ACCESS TO HOME OR PROJECT AT ALL/ANY GIVEN TIME THROUGHOUT THE DURATION OF PROJECT UNTIL FINAL INSPECTION.
- COUNTY WILL CHARGE CONTRACTOR 150.00 FEE FOR EVERY TRIP TO PROJECT WHEN UNACCESSABLE.

#### Florida homeowners construction Recovery fund.

The Florida Homeowners' Construction Recovery Fund (Fund) was established in 1993 in order "to compensate consumers who suffer monetary damages as a result of certain violations by licensed contractors."<sup>1</sup> The Fund's legislative purpose is to "compensate an aggrieved claimant who contracted for the construction or improvement of the homeowner's residence<sup>2</sup> located within this state and who has obtained a final judgment in a court of competent jurisdiction, was awarded restitution by the Florida Construction Industry Licensing Board (CILB), or received an award in arbitration against a licensee based on specified acts."<sup>3</sup> The CILB is a professional licensing board within the Department of Business and Professional Regulation (DBPR).<sup>4</sup> The Fund provides a remedy for claimants that becomes available once the claimant has exhausted diligent efforts to seek reimbursement from the contractor.<sup>5</sup>

What is the Florida Homeowners' Construction Fund?

The Fund is a special account within the State of Florida's Professional Regulation Trust Fund funded by the allocation of 0.675 percent of all permit fees assessed by local governments with Florida Building Code enforcement authority.<sup>6</sup> It provides financial assistance to Florida

homeowners<sup>7</sup> who meet certain requirements. Today, the Fund covers contracts for residential work with Division I and Division II contractors licensed by the CILB. Division I contractors consist of general, residential, and building contractor licensees. Division II contractors consist of sheet metal, roofing, air conditioning, mechanical, pool and spa, plumbing, underground utility and excavation, solar, pollutant storage systems, and specialty contractors.<sup>8</sup> However, contracts with Division II contractors entered into between July 1, 2004, and July 1, 2016, are not covered by the Fund.<sup>9</sup>

#### How Do Homeowners Access the Fund?

There are only three ways for homeowners to gain access to the Fund: 1) obtaining a final judgment against a contractor in a civil proceeding that is based upon a specific violation of the licensing law or the lien law; 2) obtaining an arbitration award (which is typically confirmed and becomes a final judgment) against a contractor that is based upon a specific violation of the licensing law or the lien law; or 3) obtaining an order of restitution from the CILB through the disciplinary administrative process that is based upon a specific violation of the licensing law.<sup>10</sup> The final judgment, arbitration award, or CILB final order of restitution must directly arise from events or transactions that occurred when the contractor was licensed, must be based on acts set forth in F.S. §489.129(1)(g), (j), or (k), or F.S. §713.35,<sup>11</sup> and must specify the actual damages<sup>12</sup> that arose from the violation. Applications for recovery that meet the above criteria must be filed with the CILB within one year of the conclusion of any civil action, administrative action, or award in arbitration.<sup>13</sup>

The licensing violations upon which the final judgment, arbitration award, or order of restitution must be based on one of the following: 1) failing to remove construction liens on property for labor, services, or materials for which the contractor has been paid; 2) abandoning a project when the value of work is less than the amount paid; 3) cost overruns on the project that are not attributable to the owner; 4) abandoning a project without just cause or notice to the owner; or 5) issuing false lien releases or false statements regarding the existence of bonds or insurance.<sup>14</sup>

The CILB is charged with and authorized to administer the Fund.<sup>15</sup> Once a homeowner has obtained a judgment, arbitration award, or order of restitution, the homeowner submits a claim, and the Fund is accessed through an administrative procedure governed by the Florida Administrative Procedure Act (APA), codified in F.S. Ch. 120.<sup>16</sup> The administrative laws and rules that govern the Fund process will be discussed later in this article.

#### Accessing the Fund with a Civil Final Judgment

It is well established in Florida that the contractor licensing law, codified in F.S. Ch. 489, does not create a private right of action for a litigant.<sup>17</sup> Obtaining a civil final judgment that includes findings related to violations of the contractor licensing law that enables access to the Fund can be complicated. Many times, the acts or omissions that constitute a breach of contract claim against a contractor will also constitute the type of licensing violation that allows a claimant to access the Fund.

When evaluating a homeowner's civil case against a contractor, the evaluation should include whether the same facts support any of the violations that allow access to the Fund as identified in F.S. Ch. 489. For example, if there is an unjustified cessation of work, there may be an abandonment under F.S. §489.129(1)(j). If liens have been recorded and the contractor has been paid, there may be financial mismanagement consistent with F.S. §489.129(1)(g)(1). If work stopped and the contractor was overpaid, there may be financial mismanagement consistent with F.S. §489.129(1)(g)(2). If there were cost overruns not attributable to the homeowner, there

may be financial mismanagement consistent with F.S. §489.129(1)(g)(3). If the contractor has signed false releases or misrepresented the existence of bonds or insurance, there may be a violation consistent with F.S. §489.129(1)(k) and F.S. §713.35.

If any facts are present that are consistent with the specified licensing violations, they should be pled by framing the allegations to correspond to the statutory language, but there should not be a citation to the statute in the civil claim. If the statutory provision is cited, the risk arises that it may be considered an attempt to pursue a private cause of action against the contractor, which the law prohibits. If the facts are pled in the complaint as a basis for a breach of contract claim, and the case concludes with the entry of a final judgment, the facts that supported the civil claim and the licensing violation should be included in the final judgment. Further, the actual damages the homeowner suffered that directly arose from the violation, must be specified in the final judgment.<sup>18</sup>

Even though the Fund is a remedial act that should be liberally construed in favor of the claimant,<sup>19</sup> accessing the Fund can be a cumbersome process. Each claimant has the burden of proving his or her entitlement to recovery from the Fund.<sup>20</sup> While the Division of Administrative Hearings (DOAH) no longer has authority to hear Fund claims, guidance can be taken from DOAH recommended orders to discern the burden a claimant must meet to prove his or her entitlement to recover from the Fund. An analysis of DOAH-recommended orders reveals that if the facts that support the licensing violations allowing Fund access are apparent from the face of the final judgment, the administrative process to access the Fund will be much more straightforward.<sup>21</sup>

Similarly, DOAH-recommended orders have stated that if the facts supporting the licensing violations that allow Fund access are not apparent on the face of the final judgement, the homeowner must present sufficient evidence to establish the licensing violations.<sup>22</sup> The common trend among DOAH-recommended orders is that a final judgment should expressly state that it is based on an act that constitutes a licensing violation that allows access to the Fund, and it should state the actual damages suffered as a consequence of the licensing violation.<sup>23</sup>

In cases in which the final judgment was not sufficiently specific to ensure access to the Fund, administrative law judges (ALJ) have considered whether the allegations in the complaint refer to facts that support licensing violations that would allow access to the Fund.<sup>24</sup> However, having to present evidence of the underlying violations that support a civil final judgment is a more time consuming, difficult, costly, and uncertain process. Structuring the civil complaint so that the facts supporting the licensing violations are ultimately apparent on the face of the final judgment is the better practice.<sup>25</sup>

The DOAH cases also suggest that the final judgment cannot be the result of a stipulated agreement or settlement between the parties that does not show evidence of the assigned value of actual damages suffered as a result of the licensing violation.<sup>26</sup>

#### Accessing the Fund with an Arbitration Award

The same evaluation and efforts to structure a civil complaint and a final judgment should be utilized at the onset of arbitration proceedings. While the statute seemingly allows access to the Fund solely with an arbitration award, the arbitration award should be confirmed and converted to a final judgment for purposes of execution.<sup>27</sup> As a prerequisite to recovery, claimants are required to have unsuccessfully attempted to execute on the judgment.<sup>28</sup> Further, claimants are required to establish that "exhaustive efforts have been made to determine whether the contractor possesses any property or assets with which to satisfy the underlying judgment, order

of restitution, or award in arbitration, in whole or in part, and that no such property or assets have been identified or located.”<sup>29</sup> Confirming the arbitration award and converting the arbitration award to a final judgment allows the claimant to satisfy the requirement that attempts to collect on the underlying arbitration award have been unsuccessful.<sup>30</sup>

#### Accessing the Fund with an Order of Restitution from the CILB

The CILB has the authority to order restitution to a consumer<sup>31</sup> through the disciplinary process.<sup>32</sup> If a consumer files a complaint against the contractor’s license and it is prosecuted by the DBPR, a final order may, at the conclusion of the disciplinary process, be issued that imposes an order of restitution and discipline upon the contractor. The administrative complaint filed by the DBPR, which is the formal charging document against the contractor, must contain factual allegations that set forth violations of F.S. §489.129(1)(g), (j), or (k). The difference between the factual allegations in a civil judgment and the administrative complaint is that the administrative complaint will actually charge the contractor with violating F.S. §489.129(1)(g), (j), or (k) and will seek to impose discipline on the contractor for the statutory violation.

Once the CILB enters a final order imposing restitution and the appellate period has expired or been completed, the homeowner may file a separate claim with the Fund. Establishing that the order of restitution is based upon a violation of the licensing law that allows Fund access is a simpler process because the violations are specified on the face of the underlying administrative complaint.

#### What the Fund Will Pay

Since the creation of the fund in 1993, the maximum amount that the Fund will pay on behalf of a contractor has varied. Determining the amount a claimant may be entitled to is based upon the contract date<sup>33</sup> and the statute in effect at the time of the contract. Initially, the Fund would pay the unsatisfied portion of the judgment or the amount of the judgment, less post-judgment interest, up to \$25,000.<sup>34</sup> Additionally, payouts for claims that arose from the same transaction were limited to \$25,000 in the aggregate, regardless of the number of claimants involved in the transaction,<sup>35</sup> and payouts based upon judgments against a single contractor would not exceed \$50,000 in the aggregate.<sup>36</sup>

In 1996, the Florida Legislature amended the statute and increased Fund payouts based on judgments against a single contractor to \$100,000 in the aggregate.<sup>37</sup> In 1998, the Florida Legislature again amended the statute and increased Fund payouts against a single contractor to \$100,000 in the aggregate annually, with a total aggregate cap of \$250,000.<sup>38</sup> However, approved payouts that exceed the annual cap can be funded the following year up to the cap of \$250,000.<sup>39</sup>

In 2004, the Florida Legislature significantly amended the statute and removed Division II trade contractors from the definition of contractors subject to the Fund.<sup>40</sup> Any Fund claimants entering into contracts with Division II trade contractors after July 1, 2004, were no longer eligible to access the Fund, even if the claimant met all other criteria for recovery. Payouts from the Fund attributable to court costs, interest, attorneys’ fees, medical damages, and punitive damages were also expressly prohibited.<sup>41</sup> The 2004 amendment also increased the Fund payout to a single claimant from \$25,000 to \$50,000.<sup>42</sup> Additionally, Fund payments for each contract entered into after July 1, 2004, were limited to a total aggregate cap of \$500,000.<sup>43</sup>

For contracts entered into after July 1, 2016, claimants may only recover the amount equal to the judgment, award, restitution order, or \$25,000, whichever is less, or an amount equal to the unsatisfied portion of the judgment, award, or restitution order, but only to the amount of actual damages,<sup>44</sup> and only to the maximum of \$25,000 for Division I contractors, and \$15,000 for

Division II contractors.<sup>45</sup> Fund payments cannot exceed the total aggregate for each contractor, and the total aggregate Division I payout remains \$500,000, and Division II claims for contracts entered into after July 1, 2016, are limited to \$150,000.<sup>46</sup>

#### The Administrative Process to Access the Fund

Once a claimant files an application for recovery from the Fund, procedural due process protections apply, and the procedure is governed by F.S. Ch. 120, the Administrative Procedure Act (APA).<sup>47</sup> Initially, a claim is filed with the Fund utilizing a form that is specified by CILB rule.<sup>48</sup> The claim form must be accompanied by a copy of a) the civil complaint, the administrative complaint, or the arbitration petition; b) a certified copy of the civil judgment, CILB restitution order, or arbitration award; c) a copy of the claimant's contract and change orders; d) proof of payment to the contractor or subcontractors; e) copies of notices to owner, recorded construction liens, satisfactions, or releases of lien; f) copies of payment or performance bonds, warranties, letters of credit, and insurance policies, if applicable; g) certified copies of levy and execution documents, and documentation establishing unsuccessful efforts to collect the judgment or restitution order.<sup>49</sup>

Upon receipt of the fully completed claim form, the CILB will issue a notice of hearing to the claimant and the contractor,<sup>50</sup> no less than 14 days prior to the hearing.<sup>51</sup> The notice will provide the date, time, and location and the intended action of the Fund.<sup>52</sup> The contractor's substantial interests are affected because upon the Fund's payment to the claimant, the contractor's license will immediately be suspended, and it will remain suspended until the contractor reimburses the Fund.<sup>53</sup> The claimant's substantial interests are affected because of the potential for monetary recovery from the Fund.

F.S. §489.142(2) requires the Fund to conduct the hearing in accordance with F.S. §120.569 and §120.57(2). F.S. §120.569 and §120.57(2) procedures apply when the substantial interests of the contractor and the claimant are determined by the agency. F.S. §120.57(2) requires the agency to review the written record in support of the Fund claim and allow the claimant, contractor, or counsel to "present to the agency or hearing officer written or oral evidence in opposition to the action of the agency or to its refusal to act, or a written statement challenging the grounds upon which the agency has chosen to justify its action or inaction."<sup>54</sup>

The hearing before the Fund is the only opportunity a claimant and a contractor have to be heard by the Fund. F.S. §120.57(2) hearings are administrative hearings that do not involve disputed issues of material facts. Traditionally, if a disputed issue of fact arises during a hearing, either party could request that the informal hearing terminate and be forwarded to DOAH for a formal hearing involving disputed issues of material fact, pursuant to F.S. §120.57(1).<sup>55</sup> However, the F.S. §120.57(2) hearings before the Fund no longer permit either party to terminate the hearing and proceed to a hearing involving disputed issues of fact before DOAH. F.S. §489.142(3) provides, in relevant part: "Notwithstanding any other provision of law, board hearings on claims shall be conducted in accordance with ss. 120.569 and 120.57(2)...Orders of the board denying or awarding funds to a claimant constitute final orders that may be appealed in accordance with s. 120.68."

Because there is no longer an opportunity for a hearing involving disputed issues of fact before an ALJ, it is extremely important to ensure that the record before the Fund is thorough and complete so the record on appeal is thorough and complete. Barring some procedural error that allows the Fund to reconsider its determination, there will not be an opportunity to supplement the record before the Fund once the Fund conducts the hearing and the CILB enters a final order.<sup>56</sup>

In conclusion, the Fund is a resource available to homeowners that in some instances may provide the only source of recovery. The Fund will pay a valid claim even if the contractor declares bankruptcy.<sup>57</sup> In any arbitration or civil case involving a homeowner and a contractor, potential access to the Fund should be evaluated by both the homeowner and the contractor's counsel at the outset of representation. If the facts support potential Fund access, the cause of action should include specific factual claims that will increase the likelihood of gaining access to the Fund. The Fund may not reimburse the homeowner for all losses, but any recovery is better than no recovery.

1 Free v. Constr. Indus. Recovery Fund, 729 So. 2d 980, 981 (Fla. 2d DCA 1999); Fla. Stat. §489.1401(2).

2 Fla. Stat. §489.1402(1)(i) defines a "residence" as a single-family home, an individual residential condominium or cooperative unit, or a residential building with no more than two residential units, in which the homeowner resides six months of each year.

3 Fla. Stat. §489.1401(2).

4 Fla. Stat. §20.165.

5 Fla. Stat. §489.141; see Chappell v. Constr. Indus. Recovery Fund, 835 So. 2d 339, 340 (Fla. 3d DCA 2003).

6 Fla. Stat. §§489.140 and 468.631(1) (A surcharge of 1.5 percent is assessed to all permit fees by local governments with Florida Building Code enforcement authority. Each unit of government responsible for collecting such permit fees retains 10 percent of the surcharge "collected to fund the participation of building departments in the national and state building code adoption processes and to provide education related to enforcement of the Florida Building Code." The remainder of the surcharge is distributed equally to the Fund and to the Building Code Administrators and Inspectors Board.).

7 Fla. Stat. §489.1402(1)(c) defines a fund claimant as a homeowner. This disqualifies residential renters and commercial projects from the Fund.

8 Division I contractors are defined in Fla. Stat. §489.105(3)(a)-(c) and Division II contractors are defined in §489.105(3)(d)-(q).

9 Effective July 1, 2004, the definition of "contractor" for Fund purposes, set forth in Fla. Stat. §489.1402(1)(d), was amended to apply only to Division I contractors performing services set forth §489.105(3)(a)-(c). See Ch. 2004-84, 2004 Fla. Laws 2132. Effective July 1, 2016, the definition of contractor for Fund purposes set forth in Fla. Stat. §489.1402(1)(d) was amended to apply to Division I and Division II contractors performing services set forth §489.105(3). See Ch. 2016-129, 2016 Fla. Laws 535 (to be codified at various provisions of Fla. Stat. Ch. 489).

10 Fla. Stat. §489.141(1)(a).

11 Fla. Stat. §489.141(1)(b).

12 "'Actual [d]amages' as used in [F.S. §]489.143(2)...shall mean the general measure of damages suffered as a direct result of a licensee's violation of [F.S. §]489.129(1)(g), (j), (k), or 713.35...for failing to perform a construction contract. Actual [d]amages are calculated as the difference between the contract price, together with the change orders, and the cost of construction completion by another builder, where the cost of completion is for the same scope of work and materials set out in the original contract. However, if the claimant has paid a deposit or down payment and no actual work is performed or materials are delivered, actual damages shall not exceed the exact dollar amount of the deposit or down payment." Fla. Admin. Code R. 61 G4-21.002(6).

13 Fla. Stat. §489.141(1)(f). Stasinos v. State, Dept. of Bus. & Prof'l Regulation, 41 Fla. L. Weekly



D317, D318 (Fla. 4th DCA 2016) (holding that a Fund claim filed within one year of the discharge of the contractor's bankruptcy proceeding was timely).

14 Fla. Stat. §489.129(1)(g), (j), (k); Fla. Stat. §713.35.

15 Fla. Stat. §489.142(1).

16 Fla. Stat. §489.142(2)-(3).

17 *Murthy v. N. Sinha Corp.*, 644 So. 2d 983 (Fla. 1994); *Seabridge, Inc. v. Superior Kitchens, Inc.*, 672 So. 2d 848 (Fla. 4th DCA 1996); *Evans v. Taylor*, 711 So. 2d 1317 (Fla. 3d DCA 1998); *Scherer v. Villas Del Verde Homeowners Ass'n, Inc.*, 55 So. 3d 602 (Fla. 2d DCA 2011); *Millette v. DEK Techs., Inc.*, No. 08-60639-CV, 2009 WL 3242010 (S.D. Fla. Oct. 6, 2009); see *Finkle v. Mayerchak*, 578 So. 2d 396 (Fla. 3d DCA 1991).

18 Fla. Stat. §489.141(1)(d).

19 *Chappell*, 835 So. 2d at 340.

20 *Larry E. Shimkus v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case Nos. 03-3540, etc. (DOAH Feb. 17, 2004) adopted in part and modified in part by Final Order No. 2004-02092 (DBPR June 2, 2004); see *Dep't of Transp. v. J.W.C. Co.*, 396 So. 2d 778 (Fla. 1st DCA 1981).

21 See *Simonelli v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, 958 So. 2d 1125 (Fla. 2d DCA 2007); see also *Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd. v. Ronald Lee Frazier*, Case Nos. 98-5212, etc. (DOAH Dec. 21, 2001; DBPR Jan. 23, 2001 & Oct. 22, 2002).

22 Fla. Admin. Code R. 61G4-21.003.

23 *Charles Powell and Norma R. Powell v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 04-1066 (DOAH July 30, 2004), adopted in part and modified in part by Final Order No. 2005-01180 (DBPR Mar. 10, 2005); *James E. Cathey, d/b/a Cathey Constr. Co., Inc., v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd. & Timothy & Lee Ann Golden*, Case No. 99-4888 (DOAH June 28, 2000), adopted in part and modified in part by Final Order No. 2001-00225 (DBPR Jan. 18, 2001).

24 *Christopher P. Kiselius v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case Nos. 99-1665, etc. (DOAH Aug. 31, 2000), adopted in part and modified in part by Final Order No. 2001-00867 (DBPR Mar. 6, 2001); *Larry E. Shimkus*, Case Nos. 03-3540, etc.; *James E. Cathey, d/b/a Cathey Constr. Co., Inc.*, Case No. 99-4888.

25 Similar considerations should be taken by the practitioner when the goal is to access similar remedial funds based upon a final judgment, such as the Real Estate Recovery Fund, Fla. Stat. §485.482; Mortgage Guaranty Trust Fund, Fla. Stat. §494.00173; Securities Guaranty Fund, Fla. Stat. §517.131; and Auctioneer Recovery Fund, Fla. Stat. §468.393.

26 *Karen W. Scragg v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 04-2076 (DOAH Nov. 18, 2004; DBPR May 4, 2005); *James E. Cathey, d/b/a Cathey Constr. Co., Inc.*, Case No. 99-4888 ("If the Fund were to make payment based on a stipulated [f]inal [j]udgment that is not 'expressly based' on a [licensing violation that allows access to the Fund] and the [contractor's] license were suspended, [the contractor] would face denial of a valuable property interest in his license to earn a living without ever admitting to the violation and without receiving a fair hearing to determine, by clear and convincing evidence whether he or she violated [the construction licensing law]."); see also *Stephen A. Humphrey v. Robert P. Ryan, Jr., d/b/a Personalized Homes of Brevard, Inc., & Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 01-4668 (DOAH Apr. 29, 2002; DBPR Sept. 15, 2000) (A claimant is precluded access to the Fund where the stipulated final judgment between the parties is based upon a settlement that prohibits the claimant from pursuing any claims against the license of

the qualifying agent with the CILB, but allows for the claimant to pursue recovery from the Fund.).

27 Fla. Stat. §§682.12 and 682.15.

28 Fla. Stat. §§489.141(1) and 489.141(2).

29 Fla. Admin. Code R. 61G4-21.002.

30 See Fla. Stat. §489.141.

31 Fla. Stat. §489.129(1) provides that the CILB may place a contractor on probation, impose a reprimand, revoke, suspend, or deny the issuance or renewal of a license, require financial restitution to a consumer for financial harm directly related to a violation of Fla. Stat. Ch. 489 or Ch. 455, impose an administrative fine up to \$10,000 per violation, require additional continuing education, and assess costs associated with investigation and prosecution.

32 Fla. Stat. §455.225 sets forth the investigative and prosecutorial authority for the DBPR and the CILB.

33 Chappell, 835 So. 2d at 340 (Fla. 3d DCA 2003) (For purposes of the Fund, the contract date is determined as the date contractual undertakings are entered into whether done in the form of a free-standing contract or in the form of a change order.).

34 Fla. Stat. §489.143(1) (1993).

35 Fla. Stat. §489.143(3) (1993).

36 Fla. Stat. §489.143(4) (1993).

37 Fla. Stat. §489.143(4) (1996).

38 Fla. Stat. §489.143(4) (1998).

39 Id.

40 Fla. Stat. §489.1402(1)(d) (2004), revised the definition of “contractor” for Fund purposes to be only Division I contractors performing services described in §489.105(3)(a)-(c).

41 Fla. Stat. §489.143(2) (2004).

42 Id.

43 Fla. Stat. §489.143(5) (2004).

44 Fla. Stat. §489.143(2).

45 Fla. Stat. §489.143(3) (2016).

46 Fla. Stat. §489.143(6) (2016).

47 Fla. Stat. §489.142.

48 Fla. Admin. Code R. 61G4-21.003(1).

49 Fla. Stat. §489.141(3) provides that CILB may specify by rule the documentation required to file a claim.

50 Ryan v. Florida Dep’t of Bus. & Prof’l Regulation, 798 So. 2d 36 (Fla. 4th DCA 2001).

51 Fla. Stat. §489.142(2).

52 Rodriguez v. Dep’t of Bus. & Prof’l Regulation, Const. Indus. Licensing Bd., 985 So. 2d 682, 684 (Fla. 4th DCA 2008) (discussing the requirements for proper notice).

53 Fla. Stat. §489.143(9) provides: “Upon the payment of any amount from the recovery fund in settlement of a claim in satisfaction of a judgment, award, or restitution order against a licensee as described in s. 489.141, the license of such licensee shall be automatically suspended, without further administrative action, upon the date of payment from the fund. The license of such licensee may not be reinstated until he or she has repaid in full, plus interest, the amount paid from the fund. A discharge of bankruptcy does not relieve a person from the penalties and disabilities provided in this section.”

54 Fla. Stat. §120.57(2)(a)(2).

55 Fla. Stat. §120.569(1).

56 The power to move for reconsideration

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John Antonio SR , 9046699401

Kathleen Antonio, 9046698593

Jacob Antonio , 9046715310

Ancient City Construction INC.

A handwritten signature in black ink, appearing to read 'John Antonio', with a long horizontal flourish extending to the right.

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Signed on: 07/22/2022

John Antonio

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Jim Schieszer

# ESTIMATE



## Prepared For

Jim Schieszer  
101 E Positano Ave  
St. Augustine, FL 32092  
(904) 288-7667  
(904) 759-9833

## Ancient City Construction, Inc.

2614 Joe Ashton Rd, / Lic# CRC1327411  
Saint Augustine, FL 32092  
Phone: +904-808-7333 or 904-342-8169  
Email: [ancientcityconstruction@gmail.com](mailto:ancientcityconstruction@gmail.com)  
Web: [www.ancientcityconstruction.com](http://www.ancientcityconstruction.com)

Estimate # 277  
Date 07/19/2022  
Business / Tax # 59-3412504

## Description

## Total

Door Installation	\$10,200.00
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- Upon arrival at job site, contractor discovered both wood male and female doors are starting to rot and coming apart. Both sides of each door jamb on both bathrooms have repair work previously done because of water damage. Contractor thinks this can last, but not for a long term duration.

- All new door installation includes :

- Remove existing bathroom door systems, interior trims and exterior trims.

- Remove deadbolts and door closure systems.

- Install (2) 3-0 x 8-0 door system, mens door system RH inswing, females LH inswing.

- Door systems to be composite jambs, doors to be smooth fiberglass, door design to be two panel (similar to original doors). Hinges to be stainless steel (4).

- Reuse Door all door components, unless otherwise noted.

- Clean all the following:

- Copper push and pulls on both sides.

- Copper kick plates on both sides.

- Copper dead bolt.

- Door trims to include PVC brick mould on exterior.

- Door trims to include 1x6 trims on interior.

- Contractor to caulk , paint doors , trims and interior return stucco.
  - Riverside Managament Services to provide all paint colors to Contractor.
  - Labor and materials
- 

<b>Subtotal</b>	\$10,200.00
<hr/>	
<b>Total</b>	<b>\$10,200.00</b>

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**Notes:**

\* Note\* Ancient City Construction is not responsible for installation of any door security sensors. Management is responsible for all new or existing security system sensors for doors.











## FLORIDA CONSTRUCTION LIEN LAW

### 713.015 Mandatory provisions for direct contracts.—

(1) Any direct contract greater than \$2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.

(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.

(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

### STANDARD ORDER OF OPERATION:

- ANCIENT CITY CONSTRUCTION WILL PRODUCE THE CERTIFICATE OF OCCUPANCY "CO" PER FLORIDA REGULATION UPON FINAL INSPECTION APPROVAL AND FINAL PAYMENT TO THE CONTRACTOR.

- IF ANCIENT CITY CONSTRUCTION SELF TERMINATES OR IS TERMINATED FROM THE JOB THE HOMEOWNER HAS 10 BUSINESS DAYS TO PAY FOR WHAT WAS DONE UP TO THAT POINT. AFTER 10 DAYS IF PAYMENT IS NOT RECEIVED NOTICE TO OWNER AND THE LEIN PAPERWORK WILL BE

STARTED.

- ANCIENT CITY CONSTRUCTION IS RESPONSIBLE FOR PAYMENT OF THE SUBCONTRACTORS.
- IF THERE IS A LIEN FILED BY A SUBCONTRACTOR THAT ANCIENT CITY CONSTRUCTION HIRES, ANCIENT CITY CONSTRUCTION IS FULLY RESPONSIBLE.
- ANCIENT CITY CONSTRUCTION WORK WITH THEIR SUBCONTRACTORS ONLY. ANCIENT CITY CONSTRUCTION DOES NOT HIRE OUT ON JOBS THROUGH HOMEOWNERS OR CONTRACTORS.
- ANCIENT CITY CONSTRUCTION HAS GREAT WORKING RELATIONSHIPS WITH THEIR SUBS AND ANCIENT CITY CONSTRUCTION HAS GREAT RESPECT AND TRUST IN THEIR SUBCONTRACTORS.
- ALL SUBCONTRACTORS ARE TO BE PAID ONLY BY ANCIENT CITY CONSTRUCTION.
- ANY DOWN PAYMENT MADE TO ANCIENT CITY CONSTRUCTION IS NON REFUNDABLE.

#### MATERIALS PURCHASED:

- ANY MATERIALS PURCHASED BY ANCIENT CITY CONSTRUCTION IS OWNED BY ANCIENT CITY CONSTRUCTION UNTIL THE CO. THIS IS TO INCLUDE ANY EXTRA BUILDING MATERIALS AFTER THE JOB IS COMPLETE. THE CONTRACTOR AUTOMATICALLY FIGURES FOR A 20% OR HIGHER OVERAGE PER ALL MATERIALS. THIS IS NON NEGOTIABLE.
- ANCIENT CITY CONSTRUCTION MATERIAL SUPPLIER " MANNING BUILDING SUPPLY", "84 LUMBER", " BUILDERS FIRST SOURCE" AUTOMATICALLY SENDS A NOTICE TO OWNER AFTER THEIR JOB IS OPENED ON A ACCOUNT. THIS IS A NORMAL PROCEDURE TO PROTECT THEMSELF FROM THE HOMEOWNER AND THE CONTRACTOR. THIS USUALLY HAPPENS AFTER THE MATERIALS ARE CHARGED 30-60 DAYS.

#### LIABILITY WAIVER:

- HOMEOWNER IS NOT TO PERFORM ANY WORK ON THE HOME / JOBSITE WHILE ANCIENT CITY CONSTRUCTION IS PERFORMING THEIR DUTIES UNLESS A WRITTEN REQUEST FROM THE HOMEOWNER TO ANCIENT CITY CONSTRUCTION IS GIVEN. ANCIENT CITY CONSTRUCTION IS NOT RESPONSIBLE FOR ANY WORK PERFORMED BY THE HOMEOWNER. ANCIENT CITY CONSTRUCTION HAS RIGHT TO REFUSAL.

#### WASTE MANAGEMENT:

- DUMPSTER & DUMP TRAILER FEES ARE NON NEGOTIABLE. DUMPSTER PRICES GO BY WEIGHT ADDITIONAL FEES ARE ADDED ON BY THE SUPPLIER AFTER PICK-UP.
- ANCIENT CITY CONSTRUCTION IS NOT RESPONSIBLE FOR ANY DAMAGE DURING PICK UP OR DROP OFF. THE DISPUTE IS BETWEEN THE HOMEOWNER AND THE SUPPLIER.
- HOMEOWNER IS RESPONSIBLE FOR ANY PROTECTANT PRIOR TO DUMPSTER DROP.
- DUMPSTER IS TO BE USED ONLY BY ANCIENT CITY CONSTRUCTION AND SUBCONTRACTORS.
- IF ILLEGAL DUMPING HAPPENS HOMEOWNER CAN BE HELD RESPONSIBLE FOR A ADDITIONAL DUMPSTER.
- Up to 500.00 PER DUMP FOR DUMP TRAILER- CONSTRUCTION DEBRIS ONLY.
- NOT TO INCLUDE DIRT OR CONCRETE.( Subject to change)
- 800 PER 20 YARD DUMPSTER- SAME APPLIES

•NO MATTER THE USE OR CONSUMPTION OF DEBRIS IN THE DUMPSTER THE HOMEOWNER WILL BE CHARGED AT THE CONTRACTORS DISCRETION.

#### CONTRACTS:

- ANCIENT CITY CONSTRUCTION HAS 2 FORMS OF CONTRACTS.
- COST PLUS - WHICH IS COST OF LABOR AND MATERIALS PLUS A PERCENTAGE.
- CONTRACTOR FEE - ANCIENT CITY CONSTRUCTION RECEIVES A LUMP SUM PAYMENT PLUS SUBCONTRACTORS FEE.
- ANCIENT CITY CONSTRUCTION HAS A ADMIN FEE THAT CONSIST ALL COMMUTES TO THE BUILDING DEPARTMENT. SUPPLY COORDINATE AND MANAGEMENT OF SUBCONTRACTORS.
- HOMEOWNER IS NOT TO HIRE ANY CONTRACTORS OR PEOPLE FOR THE DURATION OF THE CONTRACTORS PERMIT.
- CONTRACTOR IS TO HAVE FULL ACCESS TO HOME OR PROJECT AT ALL/ANY GIVEN TIME THROUGHOUT THE DURATION OF PROJECT UNTIL FINAL INSPECTION.
- COUNTY WILL CHARGE CONTRACTOR 150.00 FEE FOR EVERY TRIP TO PROJECT WHEN UNACCESSABLE.

#### Florida homeowners construction Recovery fund.

The Florida Homeowners' Construction Recovery Fund (Fund) was established in 1993 in order "to compensate consumers who suffer monetary damages as a result of certain violations by licensed contractors."<sup>1</sup> The Fund's legislative purpose is to "compensate an aggrieved claimant who contracted for the construction or improvement of the homeowner's residence<sup>2</sup> located within this state and who has obtained a final judgment in a court of competent jurisdiction, was awarded restitution by the Florida Construction Industry Licensing Board (CILB), or received an award in arbitration against a licensee based on specified acts."<sup>3</sup> The CILB is a professional licensing board within the Department of Business and Professional Regulation (DBPR).<sup>4</sup> The Fund provides a remedy for claimants that becomes available once the claimant has exhausted diligent efforts to seek reimbursement from the contractor.<sup>5</sup>

What is the Florida Homeowners' Construction Fund?

The Fund is a special account within the State of Florida's Professional Regulation Trust Fund funded by the allocation of 0.675 percent of all permit fees assessed by local governments with Florida Building Code enforcement authority.<sup>6</sup> It provides financial assistance to Florida

homeowners<sup>7</sup> who meet certain requirements. Today, the Fund covers contracts for residential work with Division I and Division II contractors licensed by the CILB. Division I contractors consist of general, residential, and building contractor licensees. Division II contractors consist of sheet metal, roofing, air conditioning, mechanical, pool and spa, plumbing, underground utility and excavation, solar, pollutant storage systems, and specialty contractors.<sup>8</sup> However, contracts with Division II contractors entered into between July 1, 2004, and July 1, 2016, are not covered by the Fund.<sup>9</sup>

#### How Do Homeowners Access the Fund?

There are only three ways for homeowners to gain access to the Fund: 1) obtaining a final judgment against a contractor in a civil proceeding that is based upon a specific violation of the licensing law or the lien law; 2) obtaining an arbitration award (which is typically confirmed and becomes a final judgment) against a contractor that is based upon a specific violation of the licensing law or the lien law; or 3) obtaining an order of restitution from the CILB through the disciplinary administrative process that is based upon a specific violation of the licensing law.<sup>10</sup> The final judgment, arbitration award, or CILB final order of restitution must directly arise from events or transactions that occurred when the contractor was licensed, must be based on acts set forth in F.S. §489.129(1)(g), (j), or (k), or F.S. §713.35,<sup>11</sup> and must specify the actual damages<sup>12</sup> that arose from the violation. Applications for recovery that meet the above criteria must be filed with the CILB within one year of the conclusion of any civil action, administrative action, or award in arbitration.<sup>13</sup>

The licensing violations upon which the final judgment, arbitration award, or order of restitution must be based on one of the following: 1) failing to remove construction liens on property for labor, services, or materials for which the contractor has been paid; 2) abandoning a project when the value of work is less than the amount paid; 3) cost overruns on the project that are not attributable to the owner; 4) abandoning a project without just cause or notice to the owner; or 5) issuing false lien releases or false statements regarding the existence of bonds or insurance.<sup>14</sup>

The CILB is charged with and authorized to administer the Fund.<sup>15</sup> Once a homeowner has obtained a judgment, arbitration award, or order of restitution, the homeowner submits a claim, and the Fund is accessed through an administrative procedure governed by the Florida Administrative Procedure Act (APA), codified in F.S. Ch. 120.<sup>16</sup> The administrative laws and rules that govern the Fund process will be discussed later in this article.

#### Accessing the Fund with a Civil Final Judgment

It is well established in Florida that the contractor licensing law, codified in F.S. Ch. 489, does not create a private right of action for a litigant.<sup>17</sup> Obtaining a civil final judgment that includes findings related to violations of the contractor licensing law that enables access to the Fund can be complicated. Many times, the acts or omissions that constitute a breach of contract claim against a contractor will also constitute the type of licensing violation that allows a claimant to access the Fund.

When evaluating a homeowner's civil case against a contractor, the evaluation should include whether the same facts support any of the violations that allow access to the Fund as identified in F.S. Ch. 489. For example, if there is an unjustified cessation of work, there may be an abandonment under F.S. §489.129(1)(j). If liens have been recorded and the contractor has been paid, there may be financial mismanagement consistent with F.S. §489.129(1)(g)(1). If work stopped and the contractor was overpaid, there may be financial mismanagement consistent with F.S. §489.129(1)(g)(2). If there were cost overruns not attributable to the homeowner, there

may be financial mismanagement consistent with F.S. §489.129(1)(g)(3). If the contractor has signed false releases or misrepresented the existence of bonds or insurance, there may be a violation consistent with F.S. §489.129(1)(k) and F.S. §713.35.

If any facts are present that are consistent with the specified licensing violations, they should be pled by framing the allegations to correspond to the statutory language, but there should not be a citation to the statute in the civil claim. If the statutory provision is cited, the risk arises that it may be considered an attempt to pursue a private cause of action against the contractor, which the law prohibits. If the facts are pled in the complaint as a basis for a breach of contract claim, and the case concludes with the entry of a final judgment, the facts that supported the civil claim and the licensing violation should be included in the final judgment. Further, the actual damages the homeowner suffered that directly arose from the violation, must be specified in the final judgment.<sup>18</sup>

Even though the Fund is a remedial act that should be liberally construed in favor of the claimant,<sup>19</sup> accessing the Fund can be a cumbersome process. Each claimant has the burden of proving his or her entitlement to recovery from the Fund.<sup>20</sup> While the Division of Administrative Hearings (DOAH) no longer has authority to hear Fund claims, guidance can be taken from DOAH recommended orders to discern the burden a claimant must meet to prove his or her entitlement to recover from the Fund. An analysis of DOAH-recommended orders reveals that if the facts that support the licensing violations allowing Fund access are apparent from the face of the final judgment, the administrative process to access the Fund will be much more straightforward.<sup>21</sup>

Similarly, DOAH-recommended orders have stated that if the facts supporting the licensing violations that allow Fund access are not apparent on the face of the final judgement, the homeowner must present sufficient evidence to establish the licensing violations.<sup>22</sup> The common trend among DOAH-recommended orders is that a final judgment should expressly state that it is based on an act that constitutes a licensing violation that allows access to the Fund, and it should state the actual damages suffered as a consequence of the licensing violation.<sup>23</sup>

In cases in which the final judgment was not sufficiently specific to ensure access to the Fund, administrative law judges (ALJ) have considered whether the allegations in the complaint refer to facts that support licensing violations that would allow access to the Fund.<sup>24</sup> However, having to present evidence of the underlying violations that support a civil final judgment is a more time consuming, difficult, costly, and uncertain process. Structuring the civil complaint so that the facts supporting the licensing violations are ultimately apparent on the face of the final judgment is the better practice.<sup>25</sup>

The DOAH cases also suggest that the final judgment cannot be the result of a stipulated agreement or settlement between the parties that does not show evidence of the assigned value of actual damages suffered as a result of the licensing violation.<sup>26</sup>

#### Accessing the Fund with an Arbitration Award

The same evaluation and efforts to structure a civil complaint and a final judgment should be utilized at the onset of arbitration proceedings. While the statute seemingly allows access to the Fund solely with an arbitration award, the arbitration award should be confirmed and converted to a final judgment for purposes of execution.<sup>27</sup> As a prerequisite to recovery, claimants are required to have unsuccessfully attempted to execute on the judgment.<sup>28</sup> Further, claimants are required to establish that "exhaustive efforts have been made to determine whether the contractor possesses any property or assets with which to satisfy the underlying judgment, order

of restitution, or award in arbitration, in whole or in part, and that no such property or assets have been identified or located.”<sup>29</sup> Confirming the arbitration award and converting the arbitration award to a final judgment allows the claimant to satisfy the requirement that attempts to collect on the underlying arbitration award have been unsuccessful.<sup>30</sup>

#### Accessing the Fund with an Order of Restitution from the CILB

The CILB has the authority to order restitution to a consumer<sup>31</sup> through the disciplinary process.<sup>32</sup> If a consumer files a complaint against the contractor’s license and it is prosecuted by the DBPR, a final order may, at the conclusion of the disciplinary process, be issued that imposes an order of restitution and discipline upon the contractor. The administrative complaint filed by the DBPR, which is the formal charging document against the contractor, must contain factual allegations that set forth violations of F.S. §489.129(1)(g), (j), or (k). The difference between the factual allegations in a civil judgment and the administrative complaint is that the administrative complaint will actually charge the contractor with violating F.S. §489.129(1)(g), (j), or (k) and will seek to impose discipline on the contractor for the statutory violation.

Once the CILB enters a final order imposing restitution and the appellate period has expired or been completed, the homeowner may file a separate claim with the Fund. Establishing that the order of restitution is based upon a violation of the licensing law that allows Fund access is a simpler process because the violations are specified on the face of the underlying administrative complaint.

#### What the Fund Will Pay

Since the creation of the fund in 1993, the maximum amount that the Fund will pay on behalf of a contractor has varied. Determining the amount a claimant may be entitled to is based upon the contract date<sup>33</sup> and the statute in effect at the time of the contract. Initially, the Fund would pay the unsatisfied portion of the judgment or the amount of the judgment, less post-judgment interest, up to \$25,000.<sup>34</sup> Additionally, payouts for claims that arose from the same transaction were limited to \$25,000 in the aggregate, regardless of the number of claimants involved in the transaction,<sup>35</sup> and payouts based upon judgments against a single contractor would not exceed \$50,000 in the aggregate.<sup>36</sup>

In 1996, the Florida Legislature amended the statute and increased Fund payouts based on judgments against a single contractor to \$100,000 in the aggregate.<sup>37</sup> In 1998, the Florida Legislature again amended the statute and increased Fund payouts against a single contractor to \$100,000 in the aggregate annually, with a total aggregate cap of \$250,000.<sup>38</sup> However, approved payouts that exceed the annual cap can be funded the following year up to the cap of \$250,000.<sup>39</sup>

In 2004, the Florida Legislature significantly amended the statute and removed Division II trade contractors from the definition of contractors subject to the Fund.<sup>40</sup> Any Fund claimants entering into contracts with Division II trade contractors after July 1, 2004, were no longer eligible to access the Fund, even if the claimant met all other criteria for recovery. Payouts from the Fund attributable to court costs, interest, attorneys’ fees, medical damages, and punitive damages were also expressly prohibited.<sup>41</sup> The 2004 amendment also increased the Fund payout to a single claimant from \$25,000 to \$50,000.<sup>42</sup> Additionally, Fund payments for each contract entered into after July 1, 2004, were limited to a total aggregate cap of \$500,000.<sup>43</sup>

For contracts entered into after July 1, 2016, claimants may only recover the amount equal to the judgment, award, restitution order, or \$25,000, whichever is less, or an amount equal to the unsatisfied portion of the judgment, award, or restitution order, but only to the amount of actual damages,<sup>44</sup> and only to the maximum of \$25,000 for Division I contractors, and \$15,000 for

Division II contractors.<sup>45</sup> Fund payments cannot exceed the total aggregate for each contractor, and the total aggregate Division I payout remains \$500,000, and Division II claims for contracts entered into after July 1, 2016, are limited to \$150,000.<sup>46</sup>

#### The Administrative Process to Access the Fund

Once a claimant files an application for recovery from the Fund, procedural due process protections apply, and the procedure is governed by F.S. Ch. 120, the Administrative Procedure Act (APA).<sup>47</sup> Initially, a claim is filed with the Fund utilizing a form that is specified by CILB rule.<sup>48</sup> The claim form must be accompanied by a copy of a) the civil complaint, the administrative complaint, or the arbitration petition; b) a certified copy of the civil judgment, CILB restitution order, or arbitration award; c) a copy of the claimant's contract and change orders; d) proof of payment to the contractor or subcontractors; e) copies of notices to owner, recorded construction liens, satisfactions, or releases of lien; f) copies of payment or performance bonds, warranties, letters of credit, and insurance policies, if applicable; g) certified copies of levy and execution documents, and documentation establishing unsuccessful efforts to collect the judgment or restitution order.<sup>49</sup>

Upon receipt of the fully completed claim form, the CILB will issue a notice of hearing to the claimant and the contractor,<sup>50</sup> no less than 14 days prior to the hearing.<sup>51</sup> The notice will provide the date, time, and location and the intended action of the Fund.<sup>52</sup> The contractor's substantial interests are affected because upon the Fund's payment to the claimant, the contractor's license will immediately be suspended, and it will remain suspended until the contractor reimburses the Fund.<sup>53</sup> The claimant's substantial interests are affected because of the potential for monetary recovery from the Fund.

F.S. §489.142(2) requires the Fund to conduct the hearing in accordance with F.S. §120.569 and §120.57(2). F.S. §120.569 and §120.57(2) procedures apply when the substantial interests of the contractor and the claimant are determined by the agency. F.S. §120.57(2) requires the agency to review the written record in support of the Fund claim and allow the claimant, contractor, or counsel to "present to the agency or hearing officer written or oral evidence in opposition to the action of the agency or to its refusal to act, or a written statement challenging the grounds upon which the agency has chosen to justify its action or inaction."<sup>54</sup>

The hearing before the Fund is the only opportunity a claimant and a contractor have to be heard by the Fund. F.S. §120.57(2) hearings are administrative hearings that do not involve disputed issues of material facts. Traditionally, if a disputed issue of fact arises during a hearing, either party could request that the informal hearing terminate and be forwarded to DOAH for a formal hearing involving disputed issues of material fact, pursuant to F.S. §120.57(1).<sup>55</sup> However, the F.S. §120.57(2) hearings before the Fund no longer permit either party to terminate the hearing and proceed to a hearing involving disputed issues of fact before DOAH. F.S. §489.142(3) provides, in relevant part: "Notwithstanding any other provision of law, board hearings on claims shall be conducted in accordance with ss. 120.569 and 120.57(2)...Orders of the board denying or awarding funds to a claimant constitute final orders that may be appealed in accordance with s. 120.68."

Because there is no longer an opportunity for a hearing involving disputed issues of fact before an ALJ, it is extremely important to ensure that the record before the Fund is thorough and complete so the record on appeal is thorough and complete. Barring some procedural error that allows the Fund to reconsider its determination, there will not be an opportunity to supplement the record before the Fund once the Fund conducts the hearing and the CILB enters a final order.<sup>56</sup>

In conclusion, the Fund is a resource available to homeowners that in some instances may provide the only source of recovery. The Fund will pay a valid claim even if the contractor declares bankruptcy.<sup>57</sup> In any arbitration or civil case involving a homeowner and a contractor, potential access to the Fund should be evaluated by both the homeowner and the contractor's counsel at the outset of representation. If the facts support potential Fund access, the cause of action should include specific factual claims that will increase the likelihood of gaining access to the Fund. The Fund may not reimburse the homeowner for all losses, but any recovery is better than no recovery.

1 Free v. Constr. Indus. Recovery Fund, 729 So. 2d 980, 981 (Fla. 2d DCA 1999); Fla. Stat. §489.1401(2).

2 Fla. Stat. §489.1402(1)(i) defines a "residence" as a single-family home, an individual residential condominium or cooperative unit, or a residential building with no more than two residential units, in which the homeowner resides six months of each year.

3 Fla. Stat. §489.1401(2).

4 Fla. Stat. §20.165.

5 Fla. Stat. §489.141; see Chappell v. Constr. Indus. Recovery Fund, 835 So. 2d 339, 340 (Fla. 3d DCA 2003).

6 Fla. Stat. §§489.140 and 468.631(1) (A surcharge of 1.5 percent is assessed to all permit fees by local governments with Florida Building Code enforcement authority. Each unit of government responsible for collecting such permit fees retains 10 percent of the surcharge "collected to fund the participation of building departments in the national and state building code adoption processes and to provide education related to enforcement of the Florida Building Code." The remainder of the surcharge is distributed equally to the Fund and to the Building Code Administrators and Inspectors Board.).

7 Fla. Stat. §489.1402(1)(c) defines a fund claimant as a homeowner. This disqualifies residential renters and commercial projects from the Fund.

8 Division I contractors are defined in Fla. Stat. §489.105(3)(a)-(c) and Division II contractors are defined in §489.105(3)(d)-(q).

9 Effective July 1, 2004, the definition of "contractor" for Fund purposes, set forth in Fla. Stat. §489.1402(1)(d), was amended to apply only to Division I contractors performing services set forth §489.105(3)(a)-(c). See Ch. 2004-84, 2004 Fla. Laws 2132. Effective July 1, 2016, the definition of contractor for Fund purposes set forth in Fla. Stat. §489.1402(1)(d) was amended to apply to Division I and Division II contractors performing services set forth §489.105(3). See Ch. 2016-129, 2016 Fla. Laws 535 (to be codified at various provisions of Fla. Stat. Ch. 489).

10 Fla. Stat. §489.141(1)(a).

11 Fla. Stat. §489.141(1)(b).

12 "'Actual [d]amages' as used in [F.S. §]489.143(2)...shall mean the general measure of damages suffered as a direct result of a licensee's violation of [F.S. §]489.129(1)(g), (j), (k), or 713.35...for failing to perform a construction contract. Actual [d]amages are calculated as the difference between the contract price, together with the change orders, and the cost of construction completion by another builder, where the cost of completion is for the same scope of work and materials set out in the original contract. However, if the claimant has paid a deposit or down payment and no actual work is performed or materials are delivered, actual damages shall not exceed the exact dollar amount of the deposit or down payment." Fla. Admin. Code R. 61 G4-21.002(6).

13 Fla. Stat. §489.141(1)(f). Stasinos v. State, Dept. of Bus. & Prof'l Regulation, 41 Fla. L. Weekly



D317, D318 (Fla. 4th DCA 2016) (holding that a Fund claim filed within one year of the discharge of the contractor's bankruptcy proceeding was timely).

14 Fla. Stat. §489.129(1)(g), (j), (k); Fla. Stat. §713.35.

15 Fla. Stat. §489.142(1).

16 Fla. Stat. §489.142(2)-(3).

17 *Murthy v. N. Sinha Corp.*, 644 So. 2d 983 (Fla. 1994); *Seabridge, Inc. v. Superior Kitchens, Inc.*, 672 So. 2d 848 (Fla. 4th DCA 1996); *Evans v. Taylor*, 711 So. 2d 1317 (Fla. 3d DCA 1998); *Scherer v. Villas Del Verde Homeowners Ass'n, Inc.*, 55 So. 3d 602 (Fla. 2d DCA 2011); *Millette v. DEK Techs., Inc.*, No. 08-60639-CV, 2009 WL 3242010 (S.D. Fla. Oct. 6, 2009); see *Finkle v. Mayerchak*, 578 So. 2d 396 (Fla. 3d DCA 1991).

18 Fla. Stat. §489.141(1)(d).

19 *Chappell*, 835 So. 2d at 340.

20 *Larry E. Shimkus v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case Nos. 03-3540, etc. (DOAH Feb. 17, 2004) adopted in part and modified in part by Final Order No. 2004-02092 (DBPR June 2, 2004); see *Dep't of Transp. v. J.W.C. Co.*, 396 So. 2d 778 (Fla. 1st DCA 1981).

21 See *Simonelli v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, 958 So. 2d 1125 (Fla. 2d DCA 2007); see also *Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd. v. Ronald Lee Frazier*, Case Nos. 98-5212, etc. (DOAH Dec. 21, 2001; DBPR Jan. 23, 2001 & Oct. 22, 2002).

22 Fla. Admin. Code R. 61G4-21.003.

23 *Charles Powell and Norma R. Powell v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 04-1066 (DOAH July 30, 2004), adopted in part and modified in part by Final Order No. 2005-01180 (DBPR Mar. 10, 2005); *James E. Cathey, d/b/a Cathey Constr. Co., Inc., v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd. & Timothy & Lee Ann Golden*, Case No. 99-4888 (DOAH June 28, 2000), adopted in part and modified in part by Final Order No. 2001-00225 (DBPR Jan. 18, 2001).

24 *Christopher P. Kiselius v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case Nos. 99-1665, etc. (DOAH Aug. 31, 2000), adopted in part and modified in part by Final Order No. 2001-00867 (DBPR Mar. 6, 2001); *Larry E. Shimkus*, Case Nos. 03-3540, etc.; *James E. Cathey, d/b/a Cathey Constr. Co., Inc.*, Case No. 99-4888.

25 Similar considerations should be taken by the practitioner when the goal is to access similar remedial funds based upon a final judgment, such as the Real Estate Recovery Fund, Fla. Stat. §485.482; Mortgage Guaranty Trust Fund, Fla. Stat. §494.00173; Securities Guaranty Fund, Fla. Stat. §517.131; and Auctioneer Recovery Fund, Fla. Stat. §468.393.

26 *Karen W. Scragg v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 04-2076 (DOAH Nov. 18, 2004; DBPR May 4, 2005); *James E. Cathey, d/b/a Cathey Constr. Co., Inc.*, Case No. 99-4888 ("If the Fund were to make payment based on a stipulated [f]inal [j]udgment that is not 'expressly based' on a [licensing violation that allows access to the Fund] and the [contractor's] license were suspended, [the contractor] would face denial of a valuable property interest in his license to earn a living without ever admitting to the violation and without receiving a fair hearing to determine, by clear and convincing evidence whether he or she violated [the construction licensing law]."); see also *Stephen A. Humphrey v. Robert P. Ryan, Jr., d/b/a Personalized Homes of Brevard, Inc., & Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 01-4668 (DOAH Apr. 29, 2002; DBPR Sept. 15, 2000) (A claimant is precluded access to the Fund where the stipulated final judgment between the parties is based upon a settlement that prohibits the claimant from pursuing any claims against the license of

the qualifying agent with the CILB, but allows for the claimant to pursue recovery from the Fund.).

27 Fla. Stat. §§682.12 and 682.15.

28 Fla. Stat. §§489.141(1) and 489.141(2).

29 Fla. Admin. Code R. 61G4-21.002.

30 See Fla. Stat. §489.141.

31 Fla. Stat. §489.129(1) provides that the CILB may place a contractor on probation, impose a reprimand, revoke, suspend, or deny the issuance or renewal of a license, require financial restitution to a consumer for financial harm directly related to a violation of Fla. Stat. Ch. 489 or Ch. 455, impose an administrative fine up to \$10,000 per violation, require additional continuing education, and assess costs associated with investigation and prosecution.

32 Fla. Stat. §455.225 sets forth the investigative and prosecutorial authority for the DBPR and the CILB.

33 Chappell, 835 So. 2d at 340 (Fla. 3d DCA 2003) (For purposes of the Fund, the contract date is determined as the date contractual undertakings are entered into whether done in the form of a free-standing contract or in the form of a change order.).

34 Fla. Stat. §489.143(1) (1993).

35 Fla. Stat. §489.143(3) (1993).

36 Fla. Stat. §489.143(4) (1993).

37 Fla. Stat. §489.143(4) (1996).

38 Fla. Stat. §489.143(4) (1998).

39 Id.

40 Fla. Stat. §489.1402(1)(d) (2004), revised the definition of “contractor” for Fund purposes to be only Division I contractors performing services described in §489.105(3)(a)-(c).

41 Fla. Stat. §489.143(2) (2004).

42 Id.

43 Fla. Stat. §489.143(5) (2004).

44 Fla. Stat. §489.143(2).

45 Fla. Stat. §489.143(3) (2016).

46 Fla. Stat. §489.143(6) (2016).

47 Fla. Stat. §489.142.

48 Fla. Admin. Code R. 61G4-21.003(1).

49 Fla. Stat. §489.141(3) provides that CILB may specify by rule the documentation required to file a claim.

50 Ryan v. Florida Dep’t of Bus. & Prof’l Regulation, 798 So. 2d 36 (Fla. 4th DCA 2001).

51 Fla. Stat. §489.142(2).

52 Rodriguez v. Dep’t of Bus. & Prof’l Regulation, Const. Indus. Licensing Bd., 985 So. 2d 682, 684 (Fla. 4th DCA 2008) (discussing the requirements for proper notice).

53 Fla. Stat. §489.143(9) provides: “Upon the payment of any amount from the recovery fund in settlement of a claim in satisfaction of a judgment, award, or restitution order against a licensee as described in s. 489.141, the license of such licensee shall be automatically suspended, without further administrative action, upon the date of payment from the fund. The license of such licensee may not be reinstated until he or she has repaid in full, plus interest, the amount paid from the fund. A discharge of bankruptcy does not relieve a person from the penalties and disabilities provided in this section.”

54 Fla. Stat. §120.57(2)(a)(2).

55 Fla. Stat. §120.569(1).

56 The power to move for reconsideration

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John Antonio SR , 9046699401

Kathleen Antonio, 9046698593

Jacob Antonio , 9046715310

Ancient City Construction INC.

A handwritten signature in black ink, appearing to be 'John Antonio', with a long horizontal flourish extending to the right.

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Signed on: 07/25/2022

John Antonio

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Jim Schieszer

Review of Consideration of Security Camera Proposals\*  
*(Under Separate Cover)*

## **TAB 15**

**MINUTES OF MEETING**

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

**TURNBULL CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Turnbull Creek Community Development District was held on **June 14, 2022, at 6:30 p.m.** at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

Present and constituting a quorum:

Chris DelBene	<b>Board Supervisor, Chairman</b>
Chuck Labanowski	<b>Board Supervisor, Assistant Secretary</b>
Jeremy Vencil	<b>Board Supervisor, Assistant Secretary</b>
Brian Wing	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Carol Brown	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Jennifer Kilinski	<b>District Counsel, KE Law</b>
Erick Hutchinson	<b>Amenity Manager, RMS</b>
Jim Schieszer	<b>Field Operations Manager, RMS</b>
Darrin Mossing	<b>President, RMS</b>
Allison Mossing	<b>Director of Amenities, RMS</b>
Denise Powers	<b>Amenity Manager, RMS</b>
Josh Fletcher	<b>Trimac Outdoors</b>
Robert Jones	<b>Trimac Outdoors</b>

Present Via Speakerphone:

Diana Jordan-Baldwin	<b>Board Supervisor, Vice Chairperson</b>
Steven Collins	<b>District Engineer, JMT Engineering</b>
Luis Tellechea	<b>District Engineer, JMT Engineering</b>

Members of the public present and Stephen Graham with Bates Security.

**FIRST ORDER OF BUSINESS****Call to Order / Roll Call**

Ms. Brown called the meeting to order at 6:31 p.m.

**SECOND ORDER OF BUSINESS****Audience Comments on  
Agenda Items**

Audience members commented on security cameras and license plate tag readers.

**THIRD ORDER OF BUSINESS****Staff Reports****A. District Counsel**

District Counsel was present, with no report outside items on the agenda.

**B. District Engineer****1.) Acceptance of Stormwater Needs Analysis Report**

Mr. Collins informed the Board that he submitted the Stormwater Needs Analysis Report to the county, as this is a requirement for the CDD. The report is an inventory of infrastructure, values and pond banks and this report will to be required to be completed every 5 years.

Ms. Jordan-Baldwin asked how the District is responsible with this report and Ms. Kilinski explained that this is being used for a statewide data base. Mr. Collins also advised that this report can assist the District as a budgeting tool, however, it is not mandated.

Mr. DelBene expressed concerns over pond SMF15 not fully being on CDD property.

On a motion by Mr. Wing, seconded by Mr. DelBene, with Mr. Labanowski opposed, approval of the Acceptance of the Stormwater Needs Analysis Report, dated May 12, 2022 for Turnbull Creek Community Development District.

Mr. Labanowski explained he opposed the acceptance of this report based on current issues and the Board not taking any action on it.

**2.) Discussion of JMT Invoices**

Ms. Brown provided the Board with a JMT invoice, dated June 10, 2022, in the amount of \$20,095.00. (Exhibit A)

Ms. Kilinski informed the Board that approximately \$9,000.00 worth of charges appear to be for pond bank remediation work related to the ongoing issues on the pond bank stabilization materials.

Mr. DelBene stated that when Jason and Robert, from JMT, presented to the Board, they were from the Jacksonville office. He listened to the recording from that meeting and shared with the Board that JMT did not disclose their other office location. He also stated they need to revise this invoice, as the geogrid error is not the CDDs responsibility. Discussion ensued.

Mr. Tellechea, the Vice President for JMT Engineering., introduced himself and informed the Board that he was Mr. Collins' supervisor. He stated their contract reflects the Jacksonville mailing address, not the office address, and the contract was outlined with a not-to-exceed amount. Discussion ensued.

Ms. Kilinski advised the Board that the District should not be charged for items related to an error made by JMT.

Mr. DelBene directed staff to revise the invoice and separate out all the geogrid billing, as these are unbillable items. He also directed the District Engineer to provide details on billed time, to substantiate charges, in the revision. Further discussion ensued.

Board directed counsel to send JMT an Engineering Certificate and to confirm they will sign once project is completed.

Board moved to Agenda Items 4B.

#### **FOURTH ORDER OF BUSINESS**

#### **Update Regarding Pond Bank Repairs**

Mr. Collins advised the Board that he conducted a walkthrough yesterday and he emailed the Board his findings, which included broken homeowner irrigation lines on District property.

Mr. DelBene directed staff to mark irrigation lines that can't be capped.

Mr. Vencil expressed concerns over organic matter, removing this matter verses burying it, and how it would impact the pond slope. He also asked how many times JMT has been on-site.

Mr. Collins responded that he was on-site yesterday and Mr. Tellchea stated that JMT does not have an obligation to conduct daily inspections. Discussion ensued.

Board directed staff to send updates when Boudreaux's is on-site and to repair irrigation lines.

Ms. Kilinski advised Board they could request a geotechnical engineer to evaluate the current state of the pond bank material to support stabilization.

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board approved obtaining a Geotechnical Engineer proposal, to review organic matter and advise on pond bank stabilization, with a not-to exceed amount of \$2,500, for Turnbull Creek Community Development District.

1.) Ratification of Settlement Agreement and Release by and Between the District, Boudreaux's Pro Grade, LLC, and Johnson, Miriam & Thompson, Inc.

Mr. DelBene directed staff to remove the Geogrid within 10 business day or the District will have it removed at the cost of the vendor.



On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board ratified the Settlement Agreement and Release by and Between the District, Boudreaux's Pro Grade, LLC, and Johnson, Miriam & Thompson, Inc., for Turnbull Creek Community Development District.

2.) Ratification of Second Addendum Between Boudreaux's Pro Grade, LLC and the District Regarding the Provision of Pond Bank Maintenance Services.

On a motion by Mr. Vencil, seconded by Mr. Labanowski, with all unanimously in favor, the Board ratified the Second Addendum Between Boudreaux's Pro Grade, LLC and the District Regarding the Provision of Pond Bank Maintenance Services, for Turnbull Creek Community Development District.

Board excused Mr. Collins and Mr. Tellechea from the meeting. Mr. Tellechea noted it was 7:45 pm for billing record. Mr. Vencil noted that Mr. Tellechea was not requested to attend the meeting and District should not be charged for his time.

Board directed staff to remove Mr. Tellechea's portion of billed charges from invoice, as he was not requested to be in attendance if it was billed to the District.

Board moved back to Agenda Item 3D.

D. Landscape Manager

1.) Inspection Checklist

Mr. Fletcher updated the Board that they have been spraying the berms prior to the application of pine straw and have been submitted invoices and irrigation inspections to Mr. Schieszer.

Mr. DelBene expressed mowing concern and asked if the website is being utilized. Mr. Fletcher confirmed and said he can add a spreadsheet to his management report.

Mr. DelBene directed staff to submit tree trimming invoice to county for repayment.

Board moved to Agenda Item 3C.

C. Amenity and Field Operation Managers

Mr. Schieszer reviewed his report found under Tab f2.

Mr. Labanowski expressed concerns over dead trees and future storms. Mr. Schieszer informed supervisor he was waiting one more month until tree removal. Discussion ensued.

1.) Discussion Regarding Suspension of Amenity Privileges

Mr. Hutchinson informed Board of an incident that occurred on June 4, 2022, which resulted in tire mark damage to the parking lot surface. St. Johns County Sheriff's Office had been contacted at the time of the event. Mr. Hutchinson said it would cost \$200.00 to remove the tire marks from the parking lot. Discussion ensued.

On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all unanimously in favor, the Board approved suspending amenity privileges of the residents involved, up to one year until payment of \$200.00 is received, for Turnbull Creek Community Development District.

2.) Gift of Dance Renewal Request

On a motion by Mr. Vencil, seconded by Mr. Wing, with all unanimously in favor, the Board approved the Gift of Dance Renewal Request, for Turnbull Creek Community Development District.

Mr. Hutchinson updated the Board of an ongoing issue with a young man who is riding his motorbike on District property. Mr. Schieszer knows this individual and has spoken to him.

Staff also updated Board on additional vandalism. Board has directed staff to include future damage and the repair costs on future staff reports.

Mr. Hutchinson informed the Board that on previous pool permits, the District was approved for night swimming. In 2019, RMS conducted a survey asking residents if they were interested in this option and the additional fees involved, including lighting inspections. Discussion ensued.

E. District Manager

Ms. Brown reminded the Board that their next meeting is scheduled for August 9, 2022 in the Murabella Amenity Center. She also stated that the qualifying period for Board candidates began noon, June 13, 2022 and goes through noon, June 17, 2022 and Seats 1, 3 & 5 are up for election.

She reminded the Board that Rizzetta's contract went into effect on June 1, 2022 and her primary focus is on transferring records, accounts, invoices, agreements and website compliance.

She also informed the Board that she met with District counsel on May 23, 2022 and the on-site staff on June 13, 2022.

## 212 1.) Consideration of Poolsure Temporary Surcharge

213 Ms. Brown informed the Board that the District has received notification form  
214 Poolsure that they will be applying an 8% temporary surcharge to the  
215 monthly invoices. Discussion ensued.  
216

On a motion by Mr. Vencil, seconded by Mr. DelBene, with all unanimously in favor, the Board approved the 8% Poolsure Temporary Surcharge, with it is not to exceed past the current contract agreement, for Turnbull Creek Community Development District.

## 217 2.) Discussion Regarding District Website

218 Ms. Brown informed the Board that as they've been moving through the  
219 transition, it had not been disclosed on the RFP that GMS maintained the  
220 District's website. She said that from her understanding, this is unusual, and  
221 Rizzetta & Company does not provide this service, due to the complexity of  
222 ensuring the website is ADA compliant. She provided the Board with  
223 proposals from Campus Suite and V-Global (Exhibit B) and informed the  
224 Board that V-Global is the company who originally created the District's  
225 website. Discussion ensued.  
226

## 227 3.) Update on Establishing Virtual Meeting Options

228 Ms. Brown informed the Board that she is working with her IT department in  
229 modifying the Microsoft Teams account to host public meetings. She said  
230 that this will be a process before the District can go live. She noted that the  
231 tablets all have Teams downloaded on them. Discussion ensued.  
232  
233

234 **FIFTH ORDER OF BUSINESS**235 **Discussion of Fiscal Year 2023**  
236 **Proposed Lifeguard Service**  
237 **Fees**

238 Mr. Mossing presented the Board with the Riverside Management Services Company  
239 Profile (Exhibit C). Mr. DelBene expressed concerns with the lack of oversight and  
240 training. Mr. Mossing said they are in the process of hiring more responsible lifeguards.  
241 Mr. Hutchinson also addressed management oversight practices.

242 Ms. Kilinski advised the Board that this amendment would be for a one-year term on the  
243 original agreement.  
244

245 **SIXTH ORDER OF BUSINESS**246 **Discussion of Drainage Issues**  
247 **Regarding San Marino and**  
248 **Pescara**

249 Mr. Labanowski informed the Board that there is a drainage issue at San Marino and  
250 Pescara and reference the utilization of the Reserve Study.  
251

252 Ms. Kilinski referenced the continuing service agreement with JMT Engineering for further  
253 exploration.  
254

255 Tabled by Board.

**SEVENTH ORDER OF BUSINESS****Discussion of Landscaping  
along Verona Way in San  
Marino**

Tabled by Board.

**EIGHTH ORDER OF BUSINESS****Discussion of Proposed Fiscal  
Year 2023 Budget**

Board reviewed the 2023 approved proposed budget. Discussed carry forward amounts and special events year-to-date expenditures. Discussion ensued.

Board moved to Agenda Item 5A.

**NINETH ORDER OF BUSINESS****Approval of Consent Agenda**

1.) Consideration of Minutes of the Board of Supervisor's Special Meeting held May 17, 2022.

2.) Consideration of Balance Sheet as of April 30, 2022 and Statement of Revenues & Expenditures for the Period Ending April 30, 2022; Month-to-Month Income Statement; Assessment Receipt Schedule.

3.) Consideration of Check Register.

On a motion by Mr. Wing, seconded by Mr. Labanowski, with all unanimously in favor, the Board approved the Consent Agenda Minutes of the Board of Supervisor's Special Meeting held May 17, 2022, for Turnbull Creek Community Development District.

**TENTH ORDER OF BUSINESS****Consideration of Resolution 2022-11, Designating a Registered Agent and Registered Office**

On a motion by Mr. Wing, seconded by Mr. Labanowski, with all unanimously in favor, the Board adopted Resolution 2022-11, Designating a Registered Agent and Registered Office, for Turnbull Creek Community Development District.

**ELEVENTH ORDER OF BUSINESS****Ratification of the following  
items:**

- 1.) Resolution 2022-06, Appointing a District Manager
- 2.) Resolution 2022-07, Election of Officers
- 3.) Resolution 2022-08, Designating Offices of the District
- 4.) Resolution 2022-09, Designating a Public Depository

5.) Resolution 2022-10, Disbursement of Funds

6.) Resolution 2022-12, Designating Bank Account Signatories

On a motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin with all unanimously in favor, the Board ratified Resolution 2022-06, Appointing a District Manager; Resolution 2022-07, Election of Officers; Resolution 2022-08, Designating Offices of the District; and Resolution 2022-09, Designating a Public Depository; Resolution 2022-10, Disbursement of Funds, for Turnbull Creek Community Development District.

Board moved to Agenda Item 4F.

## **TWELFTH ORDER OF BUSINESS**

### **Audience Comments and Supervisor Requests**

Audience members commented on the following items: parking, use of District funds, dog park, trees and planting, children banging on fitness room door, garbage around retention ponds, and website.

## **THIRTEENTH ORDER OF BUSINESS**

### **Consideration of Security Camera Proposal(s)**

The audience was requested to step outside for this part of the meeting while board discussed the security systems proposals and that this information is not open to the public and exempt from Public Record.

Board took a brief recess.

Tabled by Board.

## **FOURTEENTH ORDER OF BUSINESS**

### **Adjournment**

On a motion by Mr. DelBene, seconded by Mr. Vencil, with all unanimously in favor, the Board adjourned the Board of Supervisors' Meeting at 11:22 PM, for Turnbull Creek Community Development District.

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

\_\_\_\_\_  
Chairman / Vice Chairman

DRAFT

# **Exhibit A**



Carol Brown  
Managing Director  
Rizetta & Company  
3434 Colwell Ave  
Unit 200  
Tampa, FL 33614

Attn: District Manager

Remit to: Johnson, Mirmiran & Thompson, Inc.  
Attn: Accounts Receivable  
40 Wight Avenue  
Hunt Valley, MD 21030

Invoice Date: June 10, 2022  
Invoice Number: 5-191797  
Period Ending: 4/23/2022  
JMT Project Number: 20-02086-001  
Prepared By: Amanda Engle  
Email: [Aengle@JMT.com](mailto:Aengle@JMT.com)

**Turnbull Creek Community Development District - FY21**

Period Ending	Employee	Description	Hours	Rate	Amount
4/23/2022	Steven Collins	Sr. Engineer	83.50	\$175.00	\$14,612.50
4/23/2022	Reece Carine	Project Engineer	10.00	\$135.00	\$1,350.00
4/23/2022	Robert Dvorak	Project Manager	0.50	\$195.00	\$97.50
4/23/2022	Michael Stephenson	Engineer	32.00	\$105.00	\$3,360.00
4/23/2022	Jason Evert	Sr. Environmental Scientist	4.50	\$150.00	\$675.00
Total Services:					<b>\$20,095.00</b>
Amount Due This Invoice:					<b>\$20,095.00</b>

"Certified that all invoicing is true and correct and payment has not yet been received."

  
Steven Collins, Senior Engineer

Federal I.D. Number 52-0963531



Remit to: Johnson, Mirmiran & Thompson, Inc.  
Attn: Accounts Receivable  
40 Wight Avenue  
Hunt Valley, MD 21030

Invoice Date: June 10, 2022  
Invoice Number: 5-191797  
Period Ending: 4/23/2022  
JMT Project Number: 20-02086-001  
Prepared By: Amanda Engle  
Email: [Aengle@JMT.com](mailto:Aengle@JMT.com)

**Turnbull Creek Community Development District - FY21**

Work Performed Notes

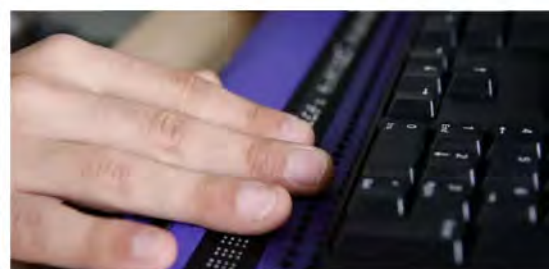
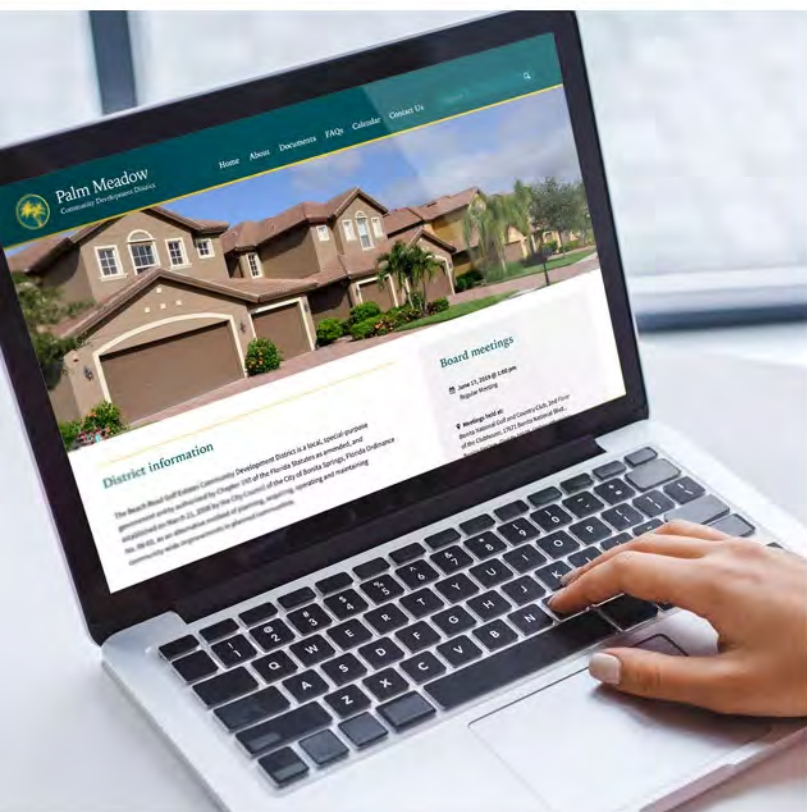
Employee	Name Date	Comment	Hours
Carine, Reece	2/18/2022	Easement encroachment: Preparing encroaching homes exhibit	4.00
Carine, Reece	2/21/2022	Easement encroachment: Identifying encroaching infrastructure	6.00
Collins, Steven D	2/1/2022	Easement encroachment: Coordination with Surveyor and others	1.00
Collins, Steven D	2/2/2022	Easement encroachment: Coordination with surveyor and others	1.00
Collins, Steven D	2/11/2022	Coordinate on erosion issue: Coordination about erosion from rain and about the lack of turbidity control on site.	1.00
Collins, Steven D	2/17/2022	Easement encroachment: Meeting to discuss easement encroachment Coordination on encroachment figures	1.50
Collins, Steven D	2/21/2022	Easement encroachment: Review easement figures and coordination	1.00
Collins, Steven D	2/22/2022	Coordination with Contractor. Patio fill area / encroachment coordination	0.50
Collins, Steven D	2/24/2022	Coordination with Contractor. Contractor asking if they can use S. Cappero Drive cul-de-sac.	0.50
Collins, Steven D	2/28/2022	Patio fill area / encroachment coordination	1.00
Collins, Steven D	3/1/2022	Easement encroachment: Discussion with Jennifer and Ernesto Coordination with contractor	2.00
Collins, Steven D	3/2/2022	Coordination with Contractor about geogrid return	1.00
Collins, Steven D	3/4/2022	Coordination with Contractor about encroachment from the existing patio	0.50
Collins, Steven D	3/8/2022	CDD meeting and coordination with CDD.	6.00
Collins, Steven D	3/9/2022	Meeting scheduled by Jennifer, plus contact manufacturer about geogrid suitability, plus inquiry about borrow / quarry information from contractor.	3.00
Collins, Steven D	3/10/2022	Inquiry about soil information from contractor. Provide contractor Board's concerns/photos about erosion.	3.00
Collins, Steven D	3/11/2022	Coordination with contractor about erosion from rain. Provide estimate for silt fence. About placing inlet protection.	2.00
Collins, Steven D	3/13/2022	Correspondence with CDD about certification request	0.50
Collins, Steven D	3/14/2022	Coordination with contractor. Submit weekly inspection report.	1.50
Collins, Steven D	3/15/2022	Coordination with contractor and CDD about erosion from rain. Also about turbidity control.	2.00
Collins, Steven D	3/16/2022	Discussion with contractor and Jennifer Kilinski about erosion from rain	2.00
Collins, Steven D	3/18/2022	Provide alternative options and costs at request of CDD. Provide velocity and shear stress analysis for suitable erosion control product replacement. Coordination with contractor, and coordination with Jennifer Kilinski.	5.00
Collins, Steven D	3/21/2022	Respond to CDD inquiries about geogrid return or replacement	1.00
Collins, Steven D	3/22/2022	Coordination with contractor about turbidity curtain. Submit inspection report to CDD.	1.00
Collins, Steven D	3/23/2022	Provide alternative options and costs at request of CDD. Coordination with contractor. Review soil stabilization matting options.	1.00
Collins, Steven D	3/28/2022	Weekly inspection report. Coordination with contractor. Coordination with Jennifer Kilinski	2.00
Collins, Steven D	3/29/2022	Provide alternative options and costs at request of CDD. Coordinate with contractor. Discuss with Jennifer Kilinski and Jim Oliver. Provide engineering review of pond bank repair options.	3.00
Collins, Steven D	3/30/2022	Provide alternative options and costs at request of CDD. Writeup pond bank recommendations memo and coordinate with contractor.	1.50
Collins, Steven D	3/31/2022	Provide alternative options and costs at request of CDD. Email recommendations to board.	1.00
Collins, Steven D	3/31/2022	Provide alternative options and costs at request of CDD. Respond to immediate inquiries from Jennifer.	0.50
Collins, Steven D	4/1/2022	Coordination with CDD and contractor	1.00
Collins, Steven D	4/4/2022	Inspection requested by CDD: Provide weekly inspection report	1.00
Collins, Steven D	4/5/2022	Inspection requested by CDD: Site visit/inspection. Correspondence with Contractor about deficiencies.	4.00
Collins, Steven D	4/6/2022	Response to letter from Jennifer Kilinski.	1.00
Collins, Steven D	4/7/2022	Response to letter from Jennifer Kilinski.	5.00
Collins, Steven D	4/8/2022	Coordinate with JMT engineers and erosion control manufacturers to provide recommendation letter to District	6.00
Collins, Steven D	4/11/2022	CDD asked us to request Contractor attend CDD meeting. Discussion with Contractor.	1.00
Collins, Steven D	4/12/2022	Inspect pond bank on another pond requested by District Manager. Turnbull Creek special meeting plus drive.	6.50
Collins, Steven D	4/14/2022	Obtain quotes for contamination testing. Coordination with contractor.	2.50
Collins, Steven D	4/15/2022	Coordination with Universal Engineering Sciences for testing. Coordination with surveyors.	3.00
Collins, Steven D	4/18/2022	Respond to CDD inquiries	0.50
Collins, Steven D	4/19/2022	Respond to CDD inquiries	2.00
Collins, Steven D	4/20/2022	Contamination testing / survey coordination at request of CDD	2.00
Collins, Steven D	4/22/2022	Contamination testing / survey coordination at request of CDD	1.00
Dvorak, Robert E	3/8/2022	Review certification requested by CDD.	0.50
Evert, Jason D	2/15/2022	Inspection to identify project extension at request of CDD	4.50
Stephenson, Michael W	3/11/2022	Inspection requested by CDD: Travel to the site for an inspection of erosion issues.	6.00
Stephenson, Michael W	3/14/2022	Inspection requested by CDD: Inspection report for Fridays visit, photo upload, and overall project/contract review.	3.00
Stephenson, Michael W	3/18/2022	Provide alternative options and costs at request of CDD: Researching erosion matting for the contractor.	0.50
Stephenson, Michael W	3/21/2022	Inspection requested by CDD: Travel to, inspection, and back of the Turnbull slope project. Drafting report and reviewing files.	7.00
Stephenson, Michael W	3/22/2022	Inspection requested by CDD: Download photos, finish report draft	1.00
Stephenson, Michael W	3/28/2022	Inspection requested by CDD: Travel and inspection on the project, review and writing the report, discussing the report and findings, reviewing as built and other plans for inlet locations.	8.00
Stephenson, Michael W	4/4/2022	Inspection requested by CDD: Travel to and from the site location. Writing the report.	6.50

"Certified that all invoicing is true and correct and payment has not yet been received."



Steven Collins, Senior Engineer

# **Exhibit B**



# Keeping your community informed. And you compliant.

## Turnbull Creek Community Development District

Proposal date: Jun 07, 2022

Proposal ID: FHZ4C-ANR9T-UVOE6-QCPSL

Pricing.....	2
Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



**Ted Saul**

*Director - Digital Communication*

 *Certified Specialist*

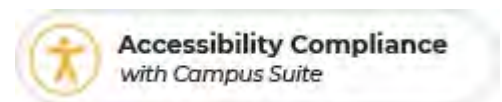
**campus**  
suite

# Pricing

Effective date: Oct 01, 2022

Implementation	Quantity	Subtotal
<b>On-boarding of ADA Compliant Website and Remediation of Historical Documents</b> <ul style="list-style-type: none"><li>• Migration website pages and present on a staged website for approval</li><li>• Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li></ul>	1	\$2,325.00
<hr/>		
Annual ongoing services	Quantity	Subtotal
<b>Website services</b> <ul style="list-style-type: none"><li>• Hosting, support and training for users</li><li>• Website management tools to make updates</li><li>• Secure certification (https)</li><li>• Monthly accessibility site reporting, monitoring and error corrections</li></ul>	1	\$600.00
<hr/>		
<b>Ongoing PDF Accessibility Compliance Service</b> <ul style="list-style-type: none"><li>• Remediation of all PDFs stored on your website</li><li>• Dashboard for reporting and managing all PDFs</li><li>• 48-hour turnaround for fixes for board agendas</li><li>• PDF manager dashboard</li></ul>	Unlimited	\$937.50
<hr/>		

**Total:** **\$3,862.50**







## Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### Designed for districts



**Easy-to-update website, hosting and support**



**Worry-free ADA-compliance, auditing and full reporting**



**Meets Florida statutes and federal laws**

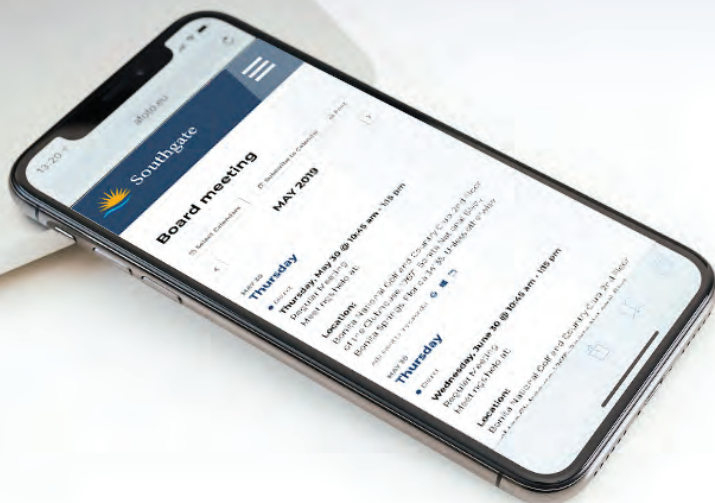


**Save CDD board time and money**

# Keeping your community informed and compliant.



**Accessibility Compliance**  
with Campus Suite



## We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

## A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy**  
**Website Accessibility Center**

[www.campussuite.com/accessibility-center](http://www.campussuite.com/accessibility-center)



# Frequently asked questions

## **For PDF service, what is the price per page?**

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

## **What does the PDF scan and remediation process look like?**

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

## **What does the ADA managed service process for our website look like?**

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

## **How long does it take?**

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

## **What standards do you follow for ADA?**

We follow WCAG AA 2.1 guidelines

## **Are there any hidden fees?**

No.

## **How long does it take to build the website?**

It depends upon your responsiveness, but generally only a couple of weeks.

## **Can we change the design of our website?**

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

## **Do your sites offer a calendar?**

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.



# Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
  2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  3. Display an ADA compliance shield, seal, or certification;
  4. Provide options to create a CDD-branded design (colors, logo, etc...)
  5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
  6. Be free of any commercial advertising;
  7. Be free of any known spyware, virus, or malware;
  8. Secure certification (https)
  9. Secure cloud hosting with fail-overs
  10. Allow for data backups, and record retention as required by law;
  11. Allow for the display a calendar, reservation request form, and newsletter;
  12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
  1. Contractor will manage and maintain the website;
  2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;
    1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. **Monthly Auditing and Remediation Services.**

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
  2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
  3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

# Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of Oct 01, 2022, between the Turnbull Creek Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

## Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

## Operative Provisions:

**1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

**2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto.

**3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

### 4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

## **5. Compensation and Prompt Payment.**

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2022 the District agrees to compensate the Contractor \$1,537.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

**6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

**7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

**8. No Infringement of Intellectual Property.** Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

**9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

**10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**11. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**12. Compliance with Governmental Regulations.** The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

**13. Insurance.** Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

**14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

**15. Indemnification.** Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will 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.

**16. Conditions Precedent Prior to Any Litigation.** In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

**17. Remedies in the Event of Default.** Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**18. Controlling Law.** This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

**19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

**20. Public Records.** Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida’s public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_, OR BY EMAIL AT \_\_\_\_\_, OR BY REGULAR MAIL AT \_\_\_\_\_.**

**21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

**22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

**23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.

**24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

**25. Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

**27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.	Turnbull CreekCommunity Development District
<hr/>	<hr/>
Ted Saul Director of Sales	Print name
Date	Date
	<hr/>



# Proposal For Turnbull Creek CDD

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
June 14, 2022	1.0	Initial Version prepared for the customer	VB Joshi, Kristen T



BBB Rating: A+  
Click for Profile

### VGlobalTech's Technical Compliance Seal



Visit <https://vglobaltech.com/website-compliance/> for details.

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**Any violations are punishable under the law and shall be prosecuted.**

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## 1.0 The Law

Source: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

### **189.069 Special districts; required reporting of information; web-based public access. —**

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

## 2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**

## 2.1 Common Problems and Solutions in Website Accessibility?

### 2.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

### 2.1.2 Problem: Documents Are Not Posted in an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

## 2.1.5 Web Content Accessibility Guidelines (WCAG)

### Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.



**VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.**

**Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.**

Please see References section for several resources on compliance.

### 3.0 Pricing

#### Website Complexity: **Medium Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.  
All costs below are per website / CDD:**

#### **3.1 Existing Website Remediation / New Website Build:**

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	<b>ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)</b>
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (renewed quarterly as long as contract is in place)
	<b>Web Design Total: \$1775/- (one time)</b>

### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section.

Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <b><i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i></b>
2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b><i>new documents during the maintenance year only</i></b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). <b>There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software.</b> If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	<b>Total Monthly Maintenance with full content upload, document conversion and Hosting:</b> <b>\$255 / month</b>  *support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) ***Monthly maintenance must be paid before the 10 <sup>th</sup> of every month

### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech has developed a unique program for digital accessibility that is run by a highly skilled and experienced team in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

#### Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand.

Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

#### Cost for Audit: **\$300 / per quarter**

- Can be paid yearly for all 4 audits (\$1200) or can be paid per audit every quarter
- All CDD required website documents' conversions to compatible formats included
- Seals renewed every quarter
- Audits are conducted by VGlobalTech dev and ADA Expert Team

This proposal includes following points, stipulations terms and conditions:

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Signatures:

For Customer

Date

VB Joshi

For VGlobalTech

Date

## 5.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, *Disability Rights Section***

<https://www.ada.gov/websites2.htm>

**Web design Standards:** <https://www.w3schools.com/>

**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

<http://vglobaltech.com/website-compliance/>



# **Exhibit C**



# RIVERSIDE MANAGEMENT SERVICES

## Company Profile

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*9655 Florida Mining Boulevard West  
Building 300, Suite 305  
Jacksonville, Florida 32257*

*(904) 288-7667*

*[www.riversidemngtsvc.com](http://www.riversidemngtsvc.com)*

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***9655 Florida Mining Boulevard West  
Building 300, Suite 305  
Jacksonville, Florida 32257***

***(904) 288-7667***

***[www.riversidemgtsvc.com](http://www.riversidemgtsvc.com)***





## – INTRODUCTION –

*Riverside Management Services, Inc. (RMS) was established in June 2009 to provide dependable, comprehensive, and cost-effective amenity management and maintenance services for master planned residential communities in the greater Jacksonville area on a reliable, timely and professional basis.*

**Riverside  
Management  
Services, Inc.  
provides  
various levels  
of services  
in the  
Jacksonville  
area including  
Clay, Flagler,  
Nassau, and  
St. Johns  
counties.**

The personnel involved in RMS have decades of experience in all aspects of property management. RMS has approximately 24 full-time, 12 part-time, and includes 30+ seasonal employees (further detailed in the organizational chart on page 11). The operations office is centrally located at the intersection of I-95 and southern part of I-295 for efficient access to all our clients in the Jacksonville area.

The various services provided by RMS include (but are not limited to) contract administration and inspection, maintenance bid document preparation, janitorial, pool maintenance, amenity center management, special event hosting, lifeguarding, pool attendants, residential and commercial pressure washing, painting, trash removal, restoration of facilities and equipment, and more. The wide range of services detailed in this company profile makes RMS the most complete, dependable, professional, and cost-effective choice for maintenance services for communities in the Jacksonville area including Clay, Flagler, Nassau, and St. Johns counties.



# **SERVICES**

*The following is a general description of the numerous services provided by RMS which can be customized to meet the unique needs and requirements of each community we serve.*

## **Field Operations**

Most communities contract with outside organizations to perform certain maintenance responsibilities along with other field operations that require oversight and direct management. The contracts are generally complicated and detailed, requiring oversight and expertise to ensure the services contracted for are being performed. RMS has the experienced personnel to provide what we refer to as Field Operations, which includes but is not limited to the following services:

- Landscape maintenance
- Lake maintenance
- Utility accounts
- Field operations budget
- Site inspections
- Monthly communal area light inspections
- Meeting with contractors/service providers
- Attend Board of Supervisors meetings
- Provide an Operations Memorandum outlining all field related activity
- Prepare maintenance plan for any future community infrastructure
- Communicate with residents regarding community related issues.
- Provide proposals for maintenance services and repairs
- Develop, prepare, and conduct bidding process for maintenance services required by client.
- Depending on the needs of the community, services will be tailored to not only meet but exceed those expectations.
- Capital Projects Management pricing and proposals can be provided based upon each specific individual project.





# Fitness Center Management

The Fitness Center Management shall have the responsibilities of overseeing personal fitness training, aerobics classes, assist POA Manager in planning and implementing social events, etc. RMS will create a unique schedule to accommodate the needs of our clients which can include following:



Adults comprising body composition assessment, strength, and flexibility testing, exercise programs, weight & resistance training and nutritional guidance.

- Offer and promote Aerobics classes, including Pilates.



- The Fitness Center Management will monitor and report fitness center entries and users.
- Hire and complete initial training for fitness center staff as well as conduct ongoing staff training.
- The Fitness Center Management will provide a fully array of management services.
- Offer and promote Adult Fitness Instruction and Training programs ranging from initial analysis to program implementation to include comprehensive fitness and appraisal for



- RMS can offer Children's Fitness Instruction classes beginning with infants to toddlers in tumbling classes. If desired, Karate can be offered for ages 3 and up.
- Inspect Fitness Center and surrounding areas for lighting issues and debris removal.
- Inspections include recommendations to improve safety and minimize potential hazards in order to prevent accidents from occurring.
- Ensure all Personal Trainers and Fitness Instructors are current on their certifications, including CPR and First Aid.
- Inventory cleaning products, paper products, office and first aid supplies.



- Train and monitor Receptionist to ensure all members and guests are satisfied when using the Fitness Center
- Greet all members and guests and provide assistance as necessary
- Schedule personal fitness instruction and massage therapy
- Maintain facility cleanliness, clean and fold towels and maintain Locker Room cleanliness
- Ensure Fitness Instructors can offer a variety of classes, such as: aerobics, personal training, resistance training and exercise for special population (i.e., senior and youth).
- Fitness staff to set up and maintain fitness equipment, distribute handouts and/or evaluations, advise members and guests about class policies and procedures and track clients' progress.
- Ensures all participants and clients adhere to safety and injury prevention policies and procedures

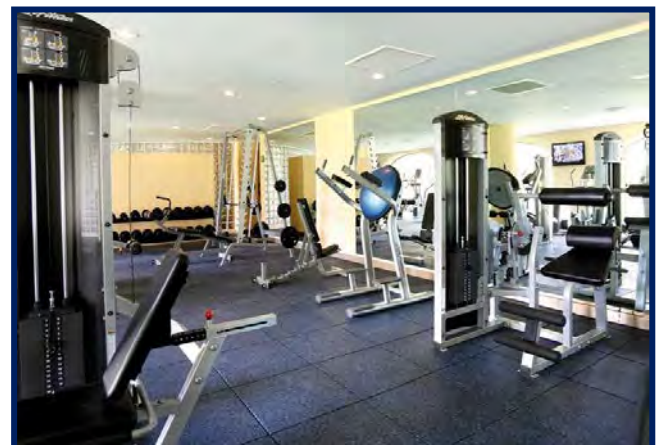
*continued on page 5*



*continued from page 4*

- Hires and trains all instructors and trainers, implements an “in-service” program that includes a review of the EAP (Emergency Action Plan), CPR, First Aid, AED device, facility safety, crisis plan and customer service procedures.
- Prepare report for recommendations regarding modifications/updates to the policies and procedures as needed.
- Interactions regarding budgeting, maintenance recommendations, social event assistance and communication with the Board of Supervisors and POA.
- Interface with members and clients for class and/or personal training payments.
- Fitness Center Programming is a critical component to satisfying every community. Input from the Board of Supervisors and residents will be sought regarding the selections of activities, classes, etc.
- Youth activities can be included and are not limited to summer camp, teen scene, and numerous sports leagues.

*Additional staffing, organizing, purchasing, planning, set up and cleaning for special events shall be invoiced at an additional hourly rate. Please inquire regarding rates or special needs.*





## SAMPLE SOCIAL EVENTS

Social events are for all residents and open to the public and can be a critical component to the culture of the communities we serve. Below are some examples of events currently provided at other communities that RMS has previously assisted in staffing.



### Fall Festival

A fall celebration featuring hayrides, craft tables, carnival games, contests, bounce houses and other activities.

### Winter Celebration

A holiday celebration including pictures with Santa, trolley rides, holiday decorations, cookies, hot chocolate and coffee.



### Spring Fling

Easter egg hunt, pictures with the Easter bunny, and a petting zoo. Bounce house, dunk tank, etc. can also be provided.

### Ice Cream Social

Ice cream and beverages with contests, raffles and games.



### Kids Night Out/Teen Scene

DJ, games, food, drinks and more!

### Dive-in Movie

Enjoy a movie by the pool! Snacks and beverages will be served while you sit back, relax & enjoy the show.

### Summer Camp

Each week can feature an array of art activities, sports, games, and a field trip. Campers are provided a t-shirt, daily snacks, and extended care. A similar camp can also be provided during Spring & Winter Breaks.

## Clubs, Classes & More!

- 5-K & 10-K Races
- Annual Corn Hole Tournament
- Memorial Day BBQ
- Lifeguard Classes
- Fourth of July Celebration
- Tiny Tots Soccer
- Spring/Fall Soccer Programs
- CPR, First Aid & AED Class
- Kentucky Derby Party
- Community Garage Sales
- Veteran's Day Camp & Party
- President's Day Camp
- Food Truck Fridays

- Super Bowl Party
- Polar Plunge/Chili Cook-off
- Tutoring
- Spring Break Kick-off Party
- Jaguar Game Party
- Painting with a Twist
- Family Camp-out Night
- Farmer's Market
- Cooking Classes
- Wine Down Wednesday
- Live Music
- Zumba/Karate Classes
- Thursday Trivia

- Local Business Marketing Day
- Glow in the Dark Halloween
- Egg Hunt
- Labor Day Luau
- Cinco de Mayo Fiesta
- St. Patty's Day Celebration
- Blues/Jazz Festival
- Community Block Party
- Comedy Night
- Wii/Xbox Competitions
- Lantern Festival
- Monthly Awareness Highlight
- CrossFit/Boot Camp



## Pool Maintenance

RMS has six certified pool operators qualified to provide commercial pool maintenance services. Services are customized to meet each client's needs based upon seasonal factors and usage. Generally, the services include the following:



- Service 3 days per week (Summer Months)
- Service 2 days per week (Winter Months)
- Pool vacuuming and Skimming
- Brushing tiles
- Pool and equipment inspections
- Cleaning of filters
- Chemical balance (Chlorine, PH, Alkalinity, Sequestant)
- Blow off pool deck
- Chemicals provided by client
- Emergency call out services to be invoiced separately

## LIFEGUARDING

RMS Lifeguards are American Red Cross certified in Lifeguarding, CPR, First Aid and AED for Adults, Infants and Children. For best results, RMS lifeguards shall be at least 16 years of age and perform standard duties associated with an aquatic facility. The District will only be invoiced for actual hours of service.



### A. Responsibility:

- The primary responsibility of our lifeguards is to prevent drowning and other injuries from occurring through continuous surveillance, eliminating hazardous behaviors, enforcing facility rules and regulations, recognizing and responding quickly to emergencies, and working as a team with facility staff and management.
- RMS Lifeguards will be "Rescue Ready" at all times and report unsafe conditions.
- Complete daily pool logs, equipment checklist and necessary forms that correspond with daily activities and incidents.



*continued on page 8*





*continued from page 7*

- Complete required in-service training to review EAP, CPR, First Aid, AED and all rescue procedures.
  - Straighten pool deck furniture, wipe tables, removing debris from pool deck area and walkways, replacing trashcan liners (as time permits) and maintaining restroom cleanliness and supplies, are all secondary responsibilities.
- Lifeguards shall be visited frequently by the Aquatics Director and/or Supervisor. Other secondary responsibilities of lifeguards include, but are not limited to:
    - Cleaning pool tiles as time permits
    - Inspecting and maintaining First Aid supplies
    - Inspecting the slide and slide structure before opening pool
    - Testing pH and chlorine levels to maintain Health Department requirements (Twice daily)
    - Skimming pool



## **B. Staffing Approach**

- In the event of inclement weather, staff will follow and enforce community policies. If the weather is predicted to persist throughout the day, the Fitness Center Manager shall direct staff accordingly. If the Fitness Center Manager is not on-site, the Aquatic Supervisor will be contacted.
- If at any time that the Board of Supervisors would like to adjust the hours and/or days of service, RMS respectfully requests a two-week notice to modify the schedule.
- Additional lifeguard/deck monitor services can be provided at an hourly rate.



## **C. Schedule**

- RMS understands the need for flexibility in order to meet the needs of each community and will provide the necessary staffing in order to provide the services based upon the operating hours of the community.
- RMS can assist the community in developing operating hours based upon schedules established by similar communities in the area.



## Maintenance Personnel

Every community has continuous needs for various maintenance requirements throughout the year. One of the many questions a community may ask is, “who will perform the maintenance service, how much it will cost and when will it be completed?”

RMS has a strong team of experienced, dedicated, and hardworking maintenance personnel with the ability to timely respond to most all maintenance issues throughout the community on a cost-effective basis. Some of the services include but not limited to the following:



- Lighting inspections and replacements
- Property inspections and trash removal
- Inspect and remove debris from lakes and outfall structures
- Inspect and clean pet receptacles
- Wildlife relocation program
- Paint facilities
- Refurbish spray ground & playground equipment
- Fence repairs
- Grinding of sidewalks (trip hazards)
- Fitness equipment preventive maintenance



## General Provisions

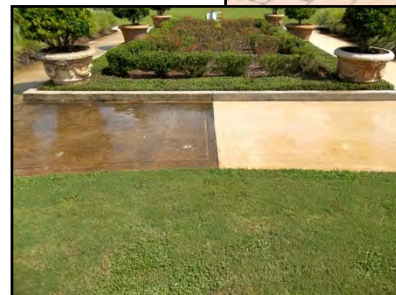
- RMS shall provide, at no cost, company uniforms to all personnel providing maintenance services.
- Additional staffing can be provided at an hourly rate. Please inquire regarding rates.
- Costs incurred by RMS due to emergencies or unscheduled visits (i.e., vandalism, Acts of God, unsafe conditions, etc.) shall be invoiced at hourly rate, plus materials and mileage reimbursement. *Minimum of one (1) hour charge.*





## Pressure Washing

RMS has state-of-the-art equipment for pressure washing sidewalks, pool decks, buildings, fencing and other structures throughout the community. This is very beneficial to communities subject to vandalism and the quick response time to remove the damage created, as well as for facility preventative maintenance.



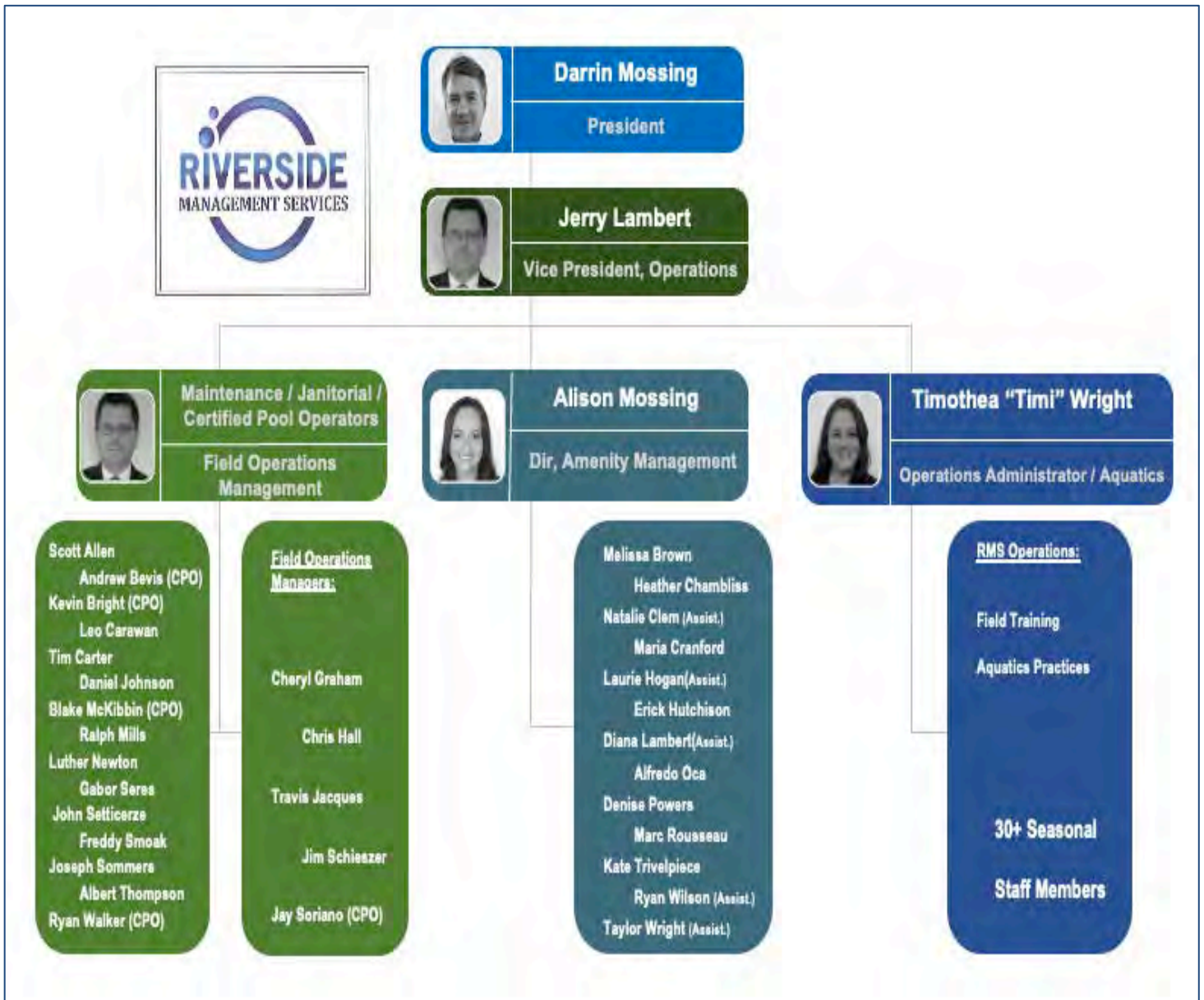
## Janitorial

RMS has reliable and dependable personnel providing janitorial services customized for each client based upon seasonal changes and level of use.

### Our services include:

- A schedule tailored for each community
- Sweep and mop tiled areas as necessary
- Clean restrooms, sinks, mirrors, fixtures, toilets, and urinals
- Clean interior windows, baseboards, wipe down walls and doors
- Clean and sanitize fitness equipment
- Remove debris and replace trashcan liners
- Restock supplies, paper products, etc. as needed
- Straighten deck furniture and blow off patio/deck
- Pick up trash and debris from the amenity and pool areas.
- Certifications by Cleaning Masterclass

# – RMS ORGANIZATION STRUCTURE –



*The various services previously detailed are provided by a dedicated team of employees and partners with decades of experience.*

*The RMS organizational chart above reflects the personnel by department area.*

*We flex this size of our organization to the needs of our clients throughout the year.*



# — LEADERSHIP TEAM BIOGRAPHIES —



## **D**arrin Mossing – *President*

Darrin Mossing is the founder of the Riverside Management Services, Inc. organization. He is also the President of Governmental Management Services (GMS), a family of related companies responsible for the management of over 250 Community Development Districts, Property Owner Associations, various Special Taxing Districts and Special Purpose Entities. Mr. Mossing has a bachelor's degree in Accounting from Ohio University and has worked in the property management business for over 26 years.



## **J**erry Lambert – *Vice-President, Operations*

For 28 years Jerry Lambert was the manager of the Prototype Metal Development Center and worked at the Engineering R & D facility in Auburn Hills, Michigan with Faurecia Automotive Seating. He has widespread experience with welding, automotives and assembly. He was the manager of a Testing Facility, Quality Lab, and Shipping & Receiving Departments for 15 years. He held a Michigan Builders License and owned a construction business for 20 years for commercial building interior renovations. Jerry leads customer delivery functions for the RMS organization.

***"Coming together is a beginning. Keeping together is progress.  
Working together is success."  
-- Henry Ford***



## **A**lison Mossing – *Director of Amenity Management*

Alison Mossing relocated to Palm Coast, FL in 2021 from Nashville, TN to join the RMS organization. She graduated with her accounting degree from Middle Tennessee State University in 2017 and spent the next four years working as an accountant in the entertainment industry in Nashville. Since joining the organization, Alison has been active in assisting with district accounting, recruiting, field reporting. Alison was recently promoted to the position of Director of Amenity Services, and now leads our Amenity Management Services practice.



## **T**imi Wright – *Operations Administrator & Aquatics Practice Lead*

Timothea "Timi" Wright is originally from Hawthorne, New York and graduated from Fordham University with a master's degree in early education. Prior to joining RMS, Timi was a Director of a Nursery/Day Care, where she managed the office, taught pre-kindergarten and kindergarten. She has experience managing theater, community, and high school groups of all ages. Timi joined RMS as Operations Administrator and now has over 10 years of administrative operations expertise. Timi assists with all RMS office operations, staff scheduling, correspondence, data management, and project coordination.



## — CLIENTS —

Client Name	County
Amelia Walk Community Development District	Nassau
Bannon Lakes Community Development District	St. Johns
Deer Run Community Development District	Flagler
Double Branch Community Development District - Amenity	Clay
Heron Isles Community Development District	Nassau
Meadowview Community Development District	St. Johns
Middle Village	Clay
Pine Ridge Community Development District	Clay
Ridgewood Trails Community Development District	Clay
Rolling Hills Community Development District	Clay
Sampson Creek Community Development District	St. Johns
Six Mile Creek Community Development District	Clay
Sweetwater Creek Community Development District	St. Johns
Turnbull Creek Community Development District	St. Johns

## — REFERENCES —

### 1. Art Lancaster

Bannon Lakes CDD Chairman  
(904) 280-7110  
aelancaster@eastlanddev.com

### 2. Rob Lisotta

Sweetwater Creek CDD Chairman  
(904) 885-6580  
risotto.sccdd@gmail.com

### 3. Bruce Parker

Meadow View at Twin Creeks  
CDD Chairman  
(954) 940-4941  
bparker@bbxcapital.com

