

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	Board Supervisor, Chairman
Chuck Labanowski	Board Supervisor, Assistant Secretary
Jeremy Vencil	Board Supervisor, Assistant Secretary
Brian Wing	Board Supervisor, Assistant Secretary

Also present were:

Carol Brown	District Manager, Rizzetta & Co., Inc.
Jennifer Kilinski	District Counsel, KE Law
Erick Hutchinson	Amenity Manager, RMS
Jim Schieszer	Field Operations Manager, RMS
Darrin Mossing	President, RMS
Allison Mossing	Director of Amenities, RMS
Denise Powers	Amenity Manager, RMS
Josh Fletcher	Trimac Outdoors
Robert Jones	Trimac Outdoors

Present Via Speakerphone:

Diana Jordan-Baldwin	Board Supervisor, Vice Chairperson
Steven Collins	District Engineer, JMT Engineering
Luis Tellechea	District Engineer, JMT Engineering

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.

1.) Consideration of Poolsure Temporary Surcharge

Ms. Brown informed the Board that the District has received notification from Poolsure that they will be applying an 8% temporary surcharge to the monthly invoices. Discussion ensued.

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.

2.) Discussion Regarding District Website

Ms. Brown informed the Board that as they've been moving through the transition, it had not been disclosed on the RFP that GMS maintained the District's website. She said that from her understanding, this is unusual, and Rizzetta & Company does not provide this service, due to the complexity of ensuring the website is ADA compliant. She provided the Board with proposals from Campus Suite and V-Global (Exhibit B) and informed the Board that V-Global is the company who originally created the District's website. Discussion ensued.

3.) Update on Establishing Virtual Meeting Options

Ms. Brown informed the Board that she is working with her IT department in modifying the Microsoft Teams account to host public meetings. She said that this will be a process before the District can go live. She noted that the tablets all have Teams downloaded on them. Discussion ensued.

FIFTH ORDER OF BUSINESS

**Discussion of Fiscal Year 2023
Proposed Lifeguard Service
Fees**

Mr. Mossing presented the Board with the Riverside Management Services Company Profile (Exhibit C). Mr. DelBene expressed concerns with the lack of oversight and training. Mr. Mossing said they are in the process of hiring more responsible lifeguards. Mr. Hutchinson also addressed management oversight practices.

Ms. Kilinski advised the Board that this amendment would be for a one-year term on the original agreement.

SIXTH ORDER OF BUSINESS

**Discussion of Drainage Issues
Regarding San Marino and
Pescara**

Mr. Labanowski informed the Board that there is a drainage issue at San Marino and Pescara and reference the utilization of the Reserve Study.

Ms. Kilinski referenced the continuing service agreement with JMT Engineering for further exploration.

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.
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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.
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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.

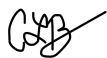
Board took a brief recess.

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.



Secretary /Assistant Secretary



Chairman / Vice Chairman

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

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:					\$20,095.00
Amount Due This Invoice:					\$20,095.00

"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

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

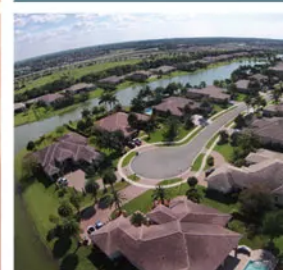
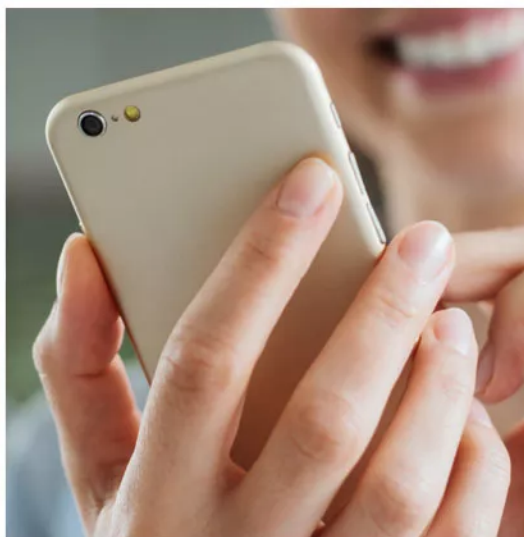
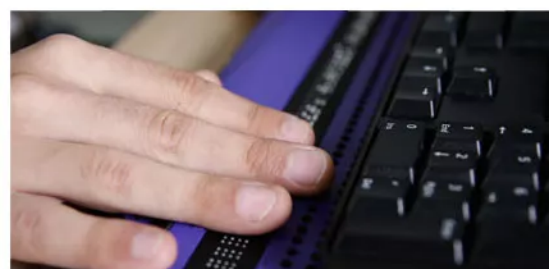
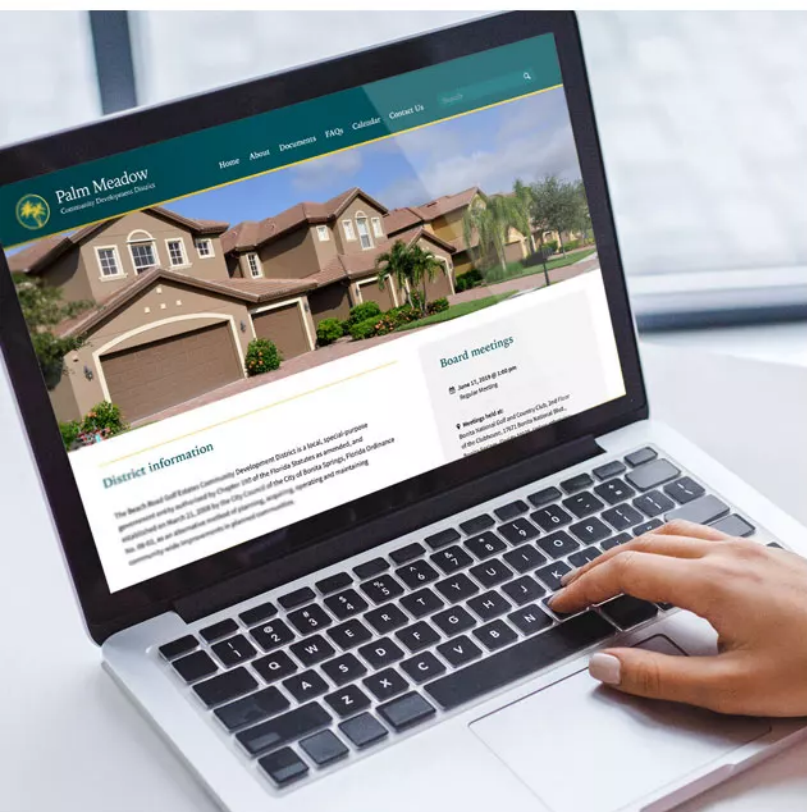
"Certified that all invoicing is true and correct and payment has not yet been received."



Steven Collins, Senior Engineer

Federal I.D. Number 52-0963531

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

The logo for Campus Suite, with 'campus' in a bold, green, sans-serif font and 'suite' in a smaller, italicized, grey font below it.

campus
suite



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..



W3C[®]
WCAG 2.0



Campus Suite Academy
Website Accessibility Center

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/>	

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.

Table of Contents

1.0 The Law 4

2.0 ADA & WCAG Compliance – Introduction..... 6

2.1 Common Problems and Solutions in Website Accessibility?..... 7

2.1.1 Problem: Images Without Text Equivalent..... 7

2.1.2 Problem: Documents Are Not Posted in an Accessible Format 7

2.1.3 Problem: Specifying Colors and Font Sizes 7

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features 7

2.1.5 Web Content Accessibility Guidelines (WCAG) 8

3.0 Pricing10

3.1 Existing Website Remediation / New Website Build:10

3.2 ADA Compliance Monthly Maintenance and Hosting.....11

3.3 Quarterly Technical and Human Audit.....12

4.0 Proposal Acceptance:.....14

5.0 References:.....15

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

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.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
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 VGlobalTech's ADA Compliance Seal (renewed quarterly as long as contract is in place)
	Web Design Total: \$1775/- (one time)

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. <i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i>
2.	PDF Documents conversion (to Text, HTML etc) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software 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). There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software. 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:
	Total Monthly Maintenance with full content upload, document conversion and Hosting: \$255 / month *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 th 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

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 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/>



ACCREDITED
BUSINESS

BBB Rating: A+

[Click for Profile](#)

Exhibit C

RIVERSIDE MANAGEMENT SERVICES

Company Profile



*9655 Florida Mining Boulevard West
Building 300, Suite 305
Jacksonville, Florida 32257*

(904) 288-7667

www.riversidemngtsvc.com

– TABLE OF CONTENTS –

INTRODUCTION	2
SERVICES	
FIELD OPERATIONS	3
FITNESS CENTER MANAGEMENT	4-5
SAMPLE OF SOCIAL EVENTS	6
POOL MAINTENANCE SERVICES	7
LIFEGUARDING	7-8
MAINTENANCE PERSONNEL	9
PRESSURE WASHING	10
JANITORIAL SERVICES	10
ORGANIZATIONAL STRUCTURE	11
LEADERSHIP TEAM BIOGRAPHIES	12
CLIENT LISTING & REFERENCES	13



***9655 Florida Mining Boulevard West
Building 300, Suite 305
Jacksonville, Florida 32257***

(904) 288-7667

www.riversidemgtsvc.com



**Riverside
Management
Services, Inc.
provides
various levels
of services
in the
Jacksonville
area including
Clay, Flagler,
Nassau, and
St. Johns
counties.**

– 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.

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

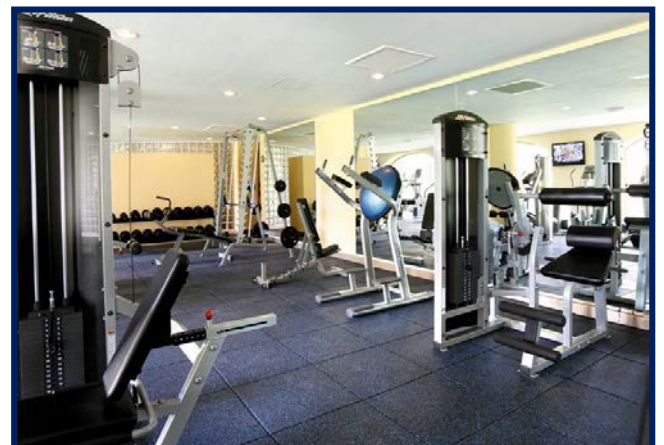
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- Hires and trains all instructors and trainers, implements an “in-service” program that includes a review of the EAP (Emergency Action Plan), CPR, First Aid, AED device, facility safety, crisis plan and customer service procedures.
- Prepare report 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.



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- 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.



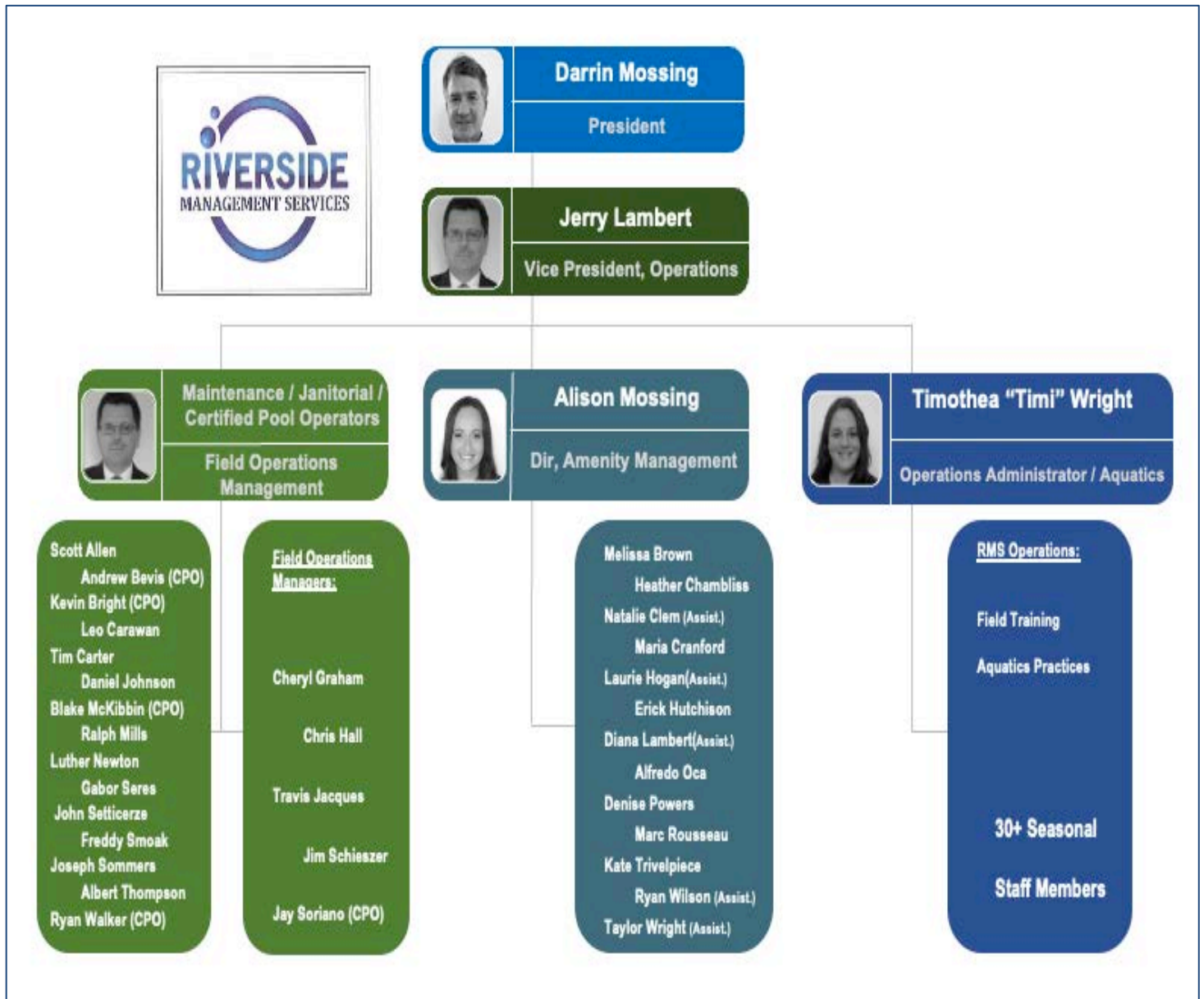
Janitorial

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 —



Darrin 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.



Jerry 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***



Alison 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.



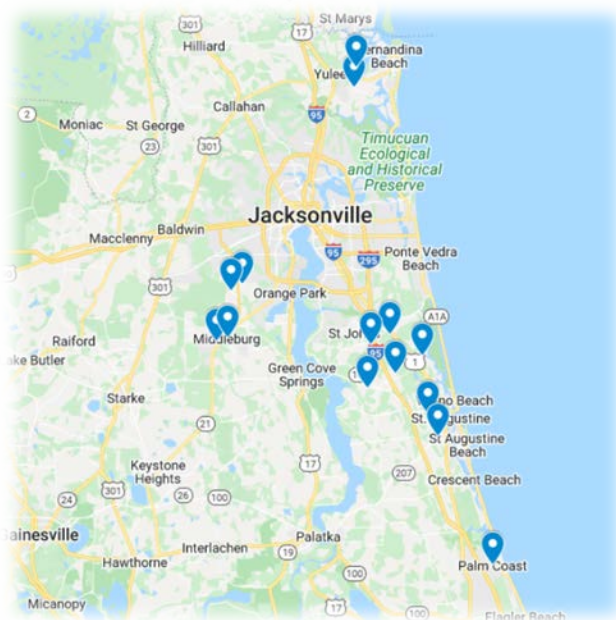
Timi Wright – *Operations Administrator & Aquatics Practice Lead*

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
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3. Bruce Parker

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