



Rizzetta & Company

# Turnbull Creek Community Development District

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**Board of Supervisors' Meeting  
September 13, 2022**

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

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

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

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

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

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

**Board of Supervisors  
Turnbull Creek Community Development District**

**September 6, 2022**

## AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District will be held on September 13, 2022 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - 1.) Update on Pond Bank Project Status
  - C. Landscape Manager..... Tab 1
  - D. Amenity and Field Operation Managers..... Tab 2
    - 1.) Amenity and Field Operation Manager’s report, dated September 2022
    - 2.) Discussion of Parking Lot Expansion and Review of PSA Proposal
  - E. District Manager
- 4. BUSINESS ITEMS**
  - A. Consideration of JMT Invoices, Deficiency Report and Pond Bank Repair Proposal(s)..... Tab 3
  - B. Ratification of Universal Engineering Sciences Proposal..... Tab 4
  - C. Consideration of Easement Variance Policy and Application..... Tab 5
  - D. Consideration of Landscape Proposal(s)..... Tab 6
  - E. Consideration of Resolution 2022-17, Designating Date, Time and Location of Regular Fiscal Year 2022-2023 Meetings..... Tab 7
  - F. Consideration of Fiscal Year 2022-2023 District Insurance Renewal Policy..... Tab 8
  - G. Ratification of GMS Website Agreement..... Tab 9
  - H. Consideration of Amendment to RMS Renewal Agreement..... Tab 10
  - I. Consideration of Poolsure Renewal Agreement..... Tab 11
  - J. Consideration of Preventative Maintenance Fitness Equipment Proposal(s)..... Tab 12
  - K. Consideration of Janitorial Proposal(s)..... Tab 13
  - L. Consideration of Door Replacement Proposal(s)..... Tab 14
  - M. Ratification of Ancient City Soccer Club Agreement..... Tab 15
  - N. Consideration of SJMSAA Use of Soccer Facilities..... Tab 16
  - O. Consideration of Security Camera Proposal(s)\*..... Tab 17

**5. BUSINESS ADMINISTRATION**

A. Approval of Consent Agenda:

- 1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held August 9, 2022..... Tab 18
- 2.) Ratification of the Operation and Maintenance Expenditures for May 2022, June 2022 & July 2022.....Tab 19

**6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

**7. ADJOURNMENT**

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

Yours kindly,

*Carol L. Brown*

District Manager

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



# **Tab 1**

**Landscape Manager Report**  
*(Under Separate Cover)*

## **Tab 2**

# *Turnbull Creek Community Development District*

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

## Memorandum

**Date:** Sept 13, 2022  
**To:** Turnbull Board of Supervisors  
[Carol Brown](#)  
[Alison Mossing](#)  
**From:** Jim Schieszer, Operations Manager  
Erick Hutchison, Amenity Manager  
**Re:** Turnbull Creek CDD  
**Monthly Murabella Operations Report**

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

### **Site Field Manager: Jim Schieszer**

1. Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks & playground areas.
2. Daily pool maintenance: chemicals & vacuuming, timer changed & ADA lift chairs maintenance.
3. Follow through with resident concerns in regard to property issues, (Ant hills, irrigation breaks, pond bank erosion issues, pond algae and tree issues, etc.)
4. Meeting with Trimac Landscape (Todd Murphy) in regard to landscaping issues and updates.
5. Communications with Robert Jones (Trimac) with irrigation leaks as they occurred for repairs.
6. Communication with Chris Railing (Future Horizons) for lake work and monthly reports.
7. Auditing / Documentation of Trimac Outdoors.
8. Replacement of outside fan motor for GYM AC unit.
9. Complete inspections backflow units and repair Bobs Backflow.
10. Hover Pump inspection also done no repairs needed.
11. Trimac bids, baseball field, irrigation valves, sod replacement pond 11, sod replacement pond 7, mail kiosk
12. Bathroom door replacement bid.
13. Waiting for info for new parking lot addition, paving, lights, fence ,remove and replace shed.

**Amenity Manager: Erick Hutchison**

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

**Other Ongoing Projects: Site**

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



A Property Services Company

**Point of Contact:**  
**James Schieszer**  
101 W Positano St  
St Augustine, Fl.  
Email: [jschieszer@rmsnf.com](mailto:jschieszer@rmsnf.com)  
Phone: 904.759.9833

**Project Estimated By:**

**Tyler Holland, Project Manager**  
[tyler.holland@prosealedasphalt.com](mailto:tyler.holland@prosealedasphalt.com)  
Phone: 904-718-2625

**Date: September 6, 2022**

**1.5" Install-SP-9.5 Asphalt**  
**Base Install at 4"-Asphalt Install at 1.5" (Approx. 720 SY)**  
**- Tack Coat & Pave +/- 720 square yards**

**Project is proposed to be completed in 2 Mobilizations, (1) for dirt/limerock installation and (1) for paving; approximately 60 tons of asphalt & 110 tons of limerock base.**

**Project is proposed to be completed in 2 days.**

**Asphalt Paving-**

- 1.) Remove up to 6 in of dirt, approx. 170 tons, and move to location off site.
- 2.) Install approx. 720 SY (110 tons) of limerock base
- 3.) Base install is proposed at a (1) day mobilization cost. If additional days are required, they are subject to a change order and additional fees.
- 4.) Apply RS-1H trackless tack coat to base material prior to asphalt paving.
- 5.) Install SP-9.5 surface course at 1.5" depth, (approximately 720 SY) with paving machine.
- 6.) Compact newly installed asphalt with Split Drum Roller.
- 7.) **NEW LAYOUT LINE STRIPING:** General Contractor/Owner shall note that paint may appear to be lighter or translucent on freshly paved asphalt. After the paint has had 30 days to cure, an additional coat of paint will be needed and can be supplied and installed for an additional mobilization fee of \$1,500.00. This will be charged and billed upon second mobilization request. This price is **in addition** to the amount of this proposal

**\*\*Base/Asphalt Install is priced for 2-days mobilization cost. Additional Mobilizations will be billed at \$7,000.00 per mobilization. This project will require approximately 110 tons limerock base & 60 tons of asphalt. Any additional material required due to settling of sub-base, leveling, or increased Scope of Work, will be billed at \$180.00 per ton. This project calls for up to 3 trucks delivering base material on a rotation for 1 day and 2 trucks delivering asphalt material on a rotation for 1 day. Additional trucking requirements due to additional material as started above, will be billed at \$800.00 per truck. \*\***

Note: Pro Sealed Asphalt, Inc. is not responsible for any permits, fees, testing, or engineering that may be needed. If Quality Control testing is required, this service can be provided through our company by AE Engineering, Inc., at \$175 per hour for not less than 8 hours per day. PSA is not responsible for any required traffic control or providing stabilized subgrade. Our proposed price does not include any night or weekend work. Pricing excludes removal of any base material (limerock, crush crete, asphalt millings, dirt etc) SP-9.5 takes 20-30 days to fully cure. The customer may see some light peeling during this time.

**Bid Total: \$39,246.40**

**This proposal is based on a jobsite location in Jacksonville, FL. If jobsite is located in another city, additional mobilization fees may apply. Final pricing on this proposal will be changed (if necessary) after customer provides jobsite location.**

**\*\*PLEASE NOTE: WE CANNOT GUARANTEE MATERIAL PRICING (i.e. asphalt, sealant, paint, fuel, etc) AT THIS TIME DUE TO MATERIAL SHORTAGES AND DECREASED MATERIAL AVAILABILITY. MATERIAL PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT, UP UNTIL THE TIME THAT WORK BEGINS. MATERIAL PRICING CONFIRMATION WILL TAKE PLACE PRIOR TO PROJECT START DATE.\*\***

**\*\*Please allow 2-4 weeks after initial deposit is received for scheduling. Could be longer depending on weather and previously scheduled projects.\*\***



A Property Services Company

## Authorization to Proceed

### Payment Terms:

Payment terms are as follows: (PLUS ANY ADD ONS) 50% of Contract Amount TO BE PAID one (1) week prior to first mobilization or scheduling. 50% due immediately after paving is complete: If balance exceeds 15 days past completion a 2.5% finance fee will apply to final payment invoice.

Terms: Invoices not paid in full when due will be subject to surcharge of 1.5% per month (18% per annum). If the account is delinquent and sent to an attorney or agency for collection, the customer shall be liable for all costs of collection; including, but not limited to reasonable attorney fees or collection agency fees.

**100% OF CONTRACT AMOUNT AND ANY CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED ABOVE.**

If there is a change order at any point during this contract, a change order form will be submitted for approval and signature. Once executed, payment for the specified change order will be due to PSA, Inc. prior to commencement of work outlined in the change order.

**Should the customer cancel or reschedule this project before work has started, within 24 hours of projected start date, a \$5,000.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA, Inc.'s work schedule. If PSA, Inc. is required to employ an attorney to enforce any provision of this contract or invoice to follow, or to defend action brought by the customer, its agents, or employees against PSA, Inc. or to collect any payment due to PSA, Inc. from Customer, whether or not suit is instituted, PSA, Inc. will be entitled to recover from customer all costs and expenses incurred, including all reasonable attorney's fees.**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from the above-mentioned specifications involving extra costs over approved estimate, must be submitted in writing, and executed by an authorized representative of both parties. Neither party will be liable for performance delays nor for non-performance due to causes beyond our reasonable control, except for payment obligations. Owner shall carry fire, tornado, and other necessary insurance. All employees on site are fully covered by Workers Compensation Insurance.

The above prices, specifications and conditions are hereby accepted. You hereby authorize Pro Sealed Asphalt, Inc and any of its subcontractors to do the work as specified. Payment will be made as outlined above. When signed, this document becomes a binding contract. Any additional work required that is different from the scope of work described in this contract must be communicated and agreed upon in writing by authorized representatives of both parties. Please see all attachments for special conditions that may pertain to aspects of this project.

This proposal must be signed & returned by email to schedule this project. Notice to Owner Information must be received two weeks prior to commencement of work on the project.

\_\_\_\_\_  
PSA, Inc. Signature

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

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Date of Acceptance





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## A Property Services Company

### Terms and Conditions:

1. Quarantine Construction Area: It is essential that all vehicles are removed from the area included in the Scope of Work no later than 7:00 am, unless otherwise agreed. Project costs are based on the property being clear of all vehicles, people, and objects. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any vehicles or objects are left in the area included in the Scope of Work, PSA, Inc will not be held responsible for any damage to the vehicles or objects remaining in the area. There will be additional costs if our personnel are unable to access the area included in the Scope of Work. A mobilization fee of \$5,000.00 will be applied if the area included in the Scope of Work is not cleared, or if we are required to mobilize on a day other than agreed upon start date. Prior to mobilization, PSA, Inc requires 50% of the bid total to cover material costs. A minimum of 2 weeks is requested for scheduling. Faster scheduling may be accommodated, at the sole discretion of PSA, Inc., and only as the current workload allows. PSA and any of its sub-contractors have no obligation to perform in increments, quantities, or portions of the work that we plan to perform in a single operation; nor shall PSA or its subcontractors have any obligation to perform work in a different sequence than planned by us.

2. Force Majeure Delays: PSA, Inc. will not mobilize on the scheduled date of construction if inclement weather is either occurring or forecast as imminent. PSA, Inc. will contact the client to reschedule as soon as possible. If inclement weather occurs within 24 hours of construction completion, please contact your representative. Force Majeure Event means an event, or a series of related events, that are outside the reasonable control of the party affected (including inclement weather, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars). Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under this Agreement (other than payment obligations), those obligations will be suspended for the duration of the Force Majeure Event. A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will: (a) forthwith notify the other; and (b) inform the other of the period for which it is estimated that such failure or delay will continue.

3. Contractor shall be notified of any additional construction work occurring simultaneously with scheduled mobilization date. PSA, Inc. has the right to modify the installation schedule accordingly. Additional mobilization fees may apply if touch-ups are required due to construction work occurring simultaneous with installation of asphalt or sealcoat. A water source is to be provided by the owner.

4. Owner/Management shall make tenants aware of possible dusting/damage to vehicles due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from vehicles. PSA, Inc. is not responsible for damage to vehicles due to cutting, grinding, and/or removal of asphalt/concrete areas.

5. Reflective Cracking: Due to paving on existing surfaces Pro Sealed Asphalt, Inc. and its subcontractors do not accept responsibility for water ponding or reflective cracking of new asphalt. We will also not be responsible for tire tears and the breaking of asphalt at existing transitions and different elevations. This also includes cracking of milled areas reflecting through residual asphalt or base. Drainage is not guaranteed on asphalt patching or asphalt overlays. Saw cutting is not included unless otherwise specifically stated in Scope of Work. PSA, Inc. and its subcontractors are not responsible for failure of final products due to yielding, uneven base or irregularities in the base. Milling of the asphalt in many cases will not fully cure existing water ponding and may even create new areas of ponding. We will attempt to alleviate as reasonably as possible however, cannot guarantee unless base conditions and additional drainage areas are considered. No guarantee of drainage can be given. Mobilization & installation are conditional upon review and acceptance by PSA and its subcontractors of base at the area included in the Scope of Work. Proposed work will be performed & accepted according to industry standards. Client is advised that without a storm water drainage system, water could potentially collect against grass edges. PSA and its subcontractors will reasonably attempt to blend all seams and eliminate standing water as best as possible however, this cannot be guaranteed due to differences in asphalt mix, material laydown, and environmental factors and is considered aesthetic and is not a warrantable item.

6. De-mucking and removal of unsuitable materials is not included. Work is subject to delay, pending vendor availability, material availability; these items will be explained to customer at Pre-construction meeting. Spraying of herbicide or weed killer is not included in this proposal and should be done by others if required.

7. Pre-construction meeting will be required at a minimum of one (1) week prior to scheduled mobilization. The purpose of this meeting is to discuss any of the following: issues we may foresee, any changes to site since date of proposal, Customer issues, possible schedule delays, time frames of closures, etc. Customer shall allow at least two (2) weeks for mobilization. Mobilization is subject to change based on weather and material availability.

8. Asphalt and Sealcoat material take 20-30 days to fully cure. Asphalt is flexible payment, please note that minor scuffing may occur on fresh asphalt. Pro Sealed Asphalt cannot guarantee there will not be any water ponding or reflective cracking. Material takes 20-30 days to fully cure out. You may see some light peeling during this time. Crack sealing is not included prior to paving.

9. Down time due to customer responsibilities will be an additional charge. Area to be cleared prior to work commencing, customer is responsible for moving items/vehicles. Owner/Authorized Agent is responsible for having a tow truck company on stand-by a minimum of 72 hours prior to work commencing. If items/vehicles not moved once PSA is on site an additional mobilization fee will be applied. If PSA has to come back on a day other than agreed upon commencement date or if there is a delay in start time due to items/vehicles still being in place once PSA is on site a mobilization fee will be applied. A fee of \$250/hour wait time to be charged to customer if site is not cleared of vehicles upon the start time of the project. Any additional days due to vehicles being left unattended, irrigation systems on, tenant's not cooperating, dumpsters, roll off cans, etc will be photo documented and sent to management. If additional days are required to complete the project or other reasons for mobilization fees to be applied as outlined in this contract.



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**A Property Services Company**

10. Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried lines, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the Customer to ensure that the areas included in the Scope of Work are surveyed and clearly marked prior to commencement of work. This proposal further assumes there are no buried slabs or other obstacles that may interfere with excavation. If such items are encountered, additional charges may apply. Pricing excludes any testing, as-builts, surveying, staking, utility location and adjustment or relocation, asphalt leveling, saw cutting, asphalt milling, asphalt removal, maintenance or traffic, temporary/permanent striping, unless otherwise written in the proposal line item description.

11. No landscaping or sod is included in this proposal. Trucks and equipment will have to enter Project Site through grass/landscaping. Pro Sealed Asphalt and any of its sub-contractors are NOT responsible for repair of these areas or any landscaping effected.

12. This proposal assumes that concrete/ramps installed by others are strong enough to support heavy equipment. Repair of concrete is not included in this proposal. If trucks or equipment must cross over concrete sidewalk or asphalt roadway with or without curbing, repair of these areas is NOT included in this proposal. Customer shall note that although PSA, Inc. and our subcontractors will take all reasonable precautions if access points, whether concrete, asphalt, or any other material that is used for entrance or exit points, are present it cannot be guaranteed that damage will not occur. Broken areas of concrete will be a minimum charge of \$100 per S.F. to repair but we have no obligation top contract or perform such repairs. PSA, Inc. is not responsible for damage to construction entrance or exits. We are also not responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work. Curb repair is not included in this proposal.

13. All areas to be agreed upon and identified prior to commencement of work. PSA, Inc. may ask the customer to walk area included in the Scope of Work at Pre-construction meeting and again prior to commencement of work to verify scope of work.

14. All pricing is based on all work being completed within our proposed and scheduled time frame and set mobilizations. Any additions to the Scope of Work requested by the Customer that are over and/or beyond our proposed/discussed scheduled mobilizations, will be billed at \$5,000.00 per mobilization/occurrence in addition to specified contract pricing. This fee is not added on at our leisure, or without being discussed prior to billing. This fee is to keep our project on time and cost effective, along with keeping consumer cost affordable. Pricing based on performing work during daytime operational hours and in accordance with out normal operational schedule.

15. Line striping may appear to be light or translucent on newly installed asphalt. PSA, Inc. will mobilize after the additional cure time of 30 days for a mobilization fee of \$2,500.00. This cost is in addition to the bid price included in this proposal. 4 inches of striped lines (white or yellow) per your specifications, and handicap emblems. Pavement markings are to be painted according to existing parking lot layout. Contractor makes no claim that pavement markings will meet local, state, and federal ADA compliance. If ADA compliance is a concern, a civil engineer will need to review. Engineering is quoted on a case by case basis and an ADA Consultation with a State Certified Civil Since Pro Sealed Asphalt, Inc was not the company that provided initial new striping layout we cannot warranty against peeling/product failure that results from previously used oil based or other non-compatible paint. If Pro Sealed Asphalt, Inc is called out as a result of this additional charges will occur. Line striping is not included in this proposal unless notated in the proposal line item descriptions.

16. ALL REQUIRED ENGINEERING, PERMITS, INSPECTIONS, AND FEES ARE THE RESPONSIBILITY OF THE OWNER/GENERAL CONTRACTOR PRIOR TO PRO SEALED ASPHALT, INC. OR ANY OF ITS SUBCONTRACTORS STARTING OR PERFORMING ANY SAID CONSTRUCTION. PRO SEALED ASPHALT, INC IS NOT RESPONSIBLE FOR ANY PERMITS THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1 ½% per month, 18% per year. In the event of litigation of this contract, venue of same shall lie in Duval County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon request \*any changes or additions to standard coverage at additional cost. Pro Sealed Asphalt, Inc. and its material suppliers follows Florida Lien procedures as set forth by Florida Statutes Sections 713.001-713.37. A Notice to Owner (NTO) will be filed to ownership within 40 days after first day on job. A lien will be filed if payment is not received after work is completed, excluding any warranty work (if applicable).

**Acceptance of these terms/conditions above constitutes a binding contract and do hereby release and forever discharge Pro Sealed Asphalt, Inc. of 1909 Parental Home Rd. Ste 1 Jacksonville, Fl. 32216, their agents, employees, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which I now have or may hereafter have or claim to have, as a result of or in any way relating to this contract and Pro Sealed Asphalt, Inc will not be responsible for any damages or loss and will be indemnified and held harmless for if owner/auth agent directs Pro Sealed Asphalt, Inc. to deviate from the recommended work scope. Any requested deviations to original work scope must be made in writing as or when they happen.**

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Authorized Signature

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Date of Acceptance

## **Tab 3**



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

Attn: District Manager

Invoice Date: August 9, 2022  
 Invoice Number: 5-191797  
 Period Ending: 4/23/2022  
 JMT Project Number: 20-02086-001  
 Prepared By: Amanda Engle  
 Email: [Aengle@JMT.com](mailto:Aengle@JMT.com)

**Turnbull Creek Community Development District - FY21**

<u>Period Ending</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/23/2022	Steven Collins	Sr. Engineer	51.50	\$175.00	\$9,012.50
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
			<u>98.50</u>		
				<b>Total Services:</b>	<b><u>\$14,495.00</u></b>
				<b>Amount Due This Invoice:</b>	<b><u>\$14,495.00</u></b>

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

*Steven Collins*

Steven Collins, Senior Engineer

Federal I.D. Number 52-0963531

Turnbull Creek Community Development District - FY21  
Work Performed Notes

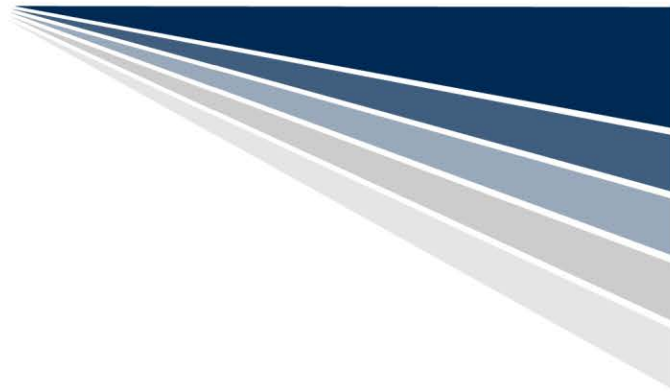
Employee	Name Date	Comment	Hours	
Carine, Reece	2/18/2022	Easement encroachment: Preparing encroaching homes exhibit	4.00	
Carine, Reece	2/21/2022	Easement encroachment: Identifying encroaching infrastructure	6.00	
Collins, Steven D	2/1/2022	Easement encroachment: Coordination with Surveyor and others	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	1.50	
Collins, Steven D	2/21/2022	Coordination on encroachment figures	1.00	
Collins, Steven D	2/22/2022	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 Ernest	2.00	
Collins, Steven D	3/4/2022	Coordination with contractor	0.50	
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	3/10/2022	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	3/14/2022	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	3/22/2022	Coordination with contractor about turbidity curtain. Submit inspection report to CDD.	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	4/12/2022	Inspect pond bank on another pond requested by District Manager.	6.50	
Collins, Steven D	4/14/2022	Turnbull Creek special meeting plus drive.	2.50	
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	4/20/2022	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	
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	3/22/2022	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	
			Subtotal	81.00
			Subtotal of items retained on this invoice (below)	17.50
			<b>Total this invoice</b>	<b>98.50</b>

Highlighted Charges			Remove from Inv.	Keep on Inv.	Rational for retaining highlighted hours	
Collins, Steven D	3/2/2022	Coordination with Contractor about geogrid return	1.00	1		
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	2	1	Reduced 3 hours to 1 hour, because the CDD asked us to obtain borrow / quarry information from Contractor.
Collins, Steven D	3/13/2022	Correspondence with CDD about certification request	0.50	0.5		
Collins, Steven D	3/16/2022	Discussion with contractor and Jennifer Kilinski about erosion from rain	2.00		2	This was the CDD asking us about erosion caused by the contractor's failure to stabilize the pond banks or install E&SC measures.
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	5		
Collins, Steven D	3/21/2022	Respond to CDD inquiries about geogrid return or replacement	1.00	1		
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	1		
Collins, Steven D	3/28/2022	Weekly inspection report. Coordination with contractor. Coordination with Jennifer Kilinski	2.00	1.5	0.5	Reduced 2 hours to 0.5 hour for submitting inspection report.
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.	3.00	3		
Collins, Steven D	3/29/2022	Provide engineering review of pond bank repair options.				
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	1.5		
Collins, Steven D	3/31/2022	Provide alternative options and costs at request of CDD. Email recommendations to board.	1.00	1		
Collins, Steven D	3/31/2022	Provide alternative options and costs at request of CDD. Respond to immediate inquiries from Jennifer.	0.50	0.5		
Collins, Steven D	4/1/2022	Coordination with CDD and contractor	1.00	1		
Collins, Steven D	4/6/2022	Response to letter from Jennifer Kilinski.	1.00	1		
Collins, Steven D	4/7/2022	Response to letter from Jennifer Kilinski.	5.00	5		
Collins, Steven D	4/8/2022	Coordinate with JMT engineers and erosion control manufacturers to provide recommendation letter to District	6.00	6		
Collins, Steven D	4/11/2022	CDD asked us to request Contractor attend CDD meeting. Discussion with Contractor.	1.00	1		
Collins, Steven D	4/18/2022	Respond to CDD inquiries	0.50		0.5	This time was related to coordinating soil testing and obtaining survey quotes from Geomatics and Clarson, both of which were requested by the CDD.
Collins, Steven D	4/19/2022	Respond to CDD inquiries	2.00		2	This time was related to coordinating soil testing and obtaining survey quotes from Geomatics and Clarson, both of which were requested by the CDD.
Evert, Jason D	2/15/2022	Inspection to identify project extension at request of CDD	4.50		4.5	The board asked us to inspect the entire pond to ensure any project extension covered all necessary areas. This was the field time for performing that inspection. JMT recommended a project extension in two areas, and the CDD agreed to extend it in one of those areas.
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		7	This was the inspection and inspection report requested by the CDD.
			Totals	49.50	32.00	17.50

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

*Steven Collins*

Steven Collins, Senior Engineer



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

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

Attn: District Manager

Invoice Date: August 9, 2022  
 Invoice Number: 2-196087  
 Period Ending: 7/25/2022  
 JMT Project Number: 20-02086-001  
 Prepared By: Amanda Engle  
 Email: [Aengle@JMT.com](mailto:Aengle@JMT.com)

**Turnbull Creek Community Development District - FY21**

---

<u>Period Ending</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/25/2022	Steven Collins	Senior Engineer	17.00	\$175.00	\$2,975.00
7/25/2022	Luis Tellechea	Senior Engineer	5.00	\$175.00	\$875.00
7/25/2022	Dakota Mohan	Senior Engineer	10.00	\$175.00	\$1,750.00
<b>Total Services:</b>					<b>\$5,600.00</b>
<b>Amount Due This Invoice:</b>					<b>\$5,600.00</b>

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

  
 \_\_\_\_\_  
 Steven Collins, Senior Engineer

Federal I.D. Number 52-0963531

Invoice Number: 2-196087

**Turnbull Creek Community Development District - FY21**

Work Performed Notes

Employee	Date	Comment	Hours	Additional Comments
Steven Collins	5/2/2022	Phone calls with Contractor and Universal Engineering Sciences and Clarson Survey to facilitate requests from the District.	1.00	
	5/17/2022	May Meeting	1.00	
	5/26/2022	Call Clarson & Associates to discuss survey schedule	0.50	
	5/31/2022	Scheduling with Surveyor, CDD, and Contractor. Email and phone calls.	1.00	
	6/1/2022	Schedule walkthrough with Contractor and JMT Staff and CDD Staff	0.50	
	6/3/2022	Scheduling Surveyor and Discussion with Contractor on when the survey can take place	1.00	
	6/13/2022	Pond Construction walkthrough (2+hrs of walkthrough, 1.5 hrs travel each way to Lake Mary)	5.00	
	6/14/2022	Monthly Meeting-Turnbull Creek	1.00	
	6/21/2022	Pond bank repair and second walkthrough with Jeremy Vencil and Contractor	5.00	
	7/12/2022	Review Turnbull permits to answer Jennifer Kilinski's questions about dredging. Determined what the required permanent pool volume is and how much is available (excess volume) based on the original design plans.	1.00	
			<b>17.00</b>	
Luis Tellechea	6/13/2022	Pond Construction walkthrough (2+hrs of walkthrough, 1.5 hours travel each way to Lake Mary)	5.00	
			<b>5.00</b>	
Dakota Mohan	6/21/2022	Pond bank repair and second walkthrough with Jeremy Vencil and Contractor	5.00	
	7/6/2022	Site visit prior to sod laydown at request of District	5.00	
			<b>10.00</b>	

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

  
 Steven Collins, Senior Engineer



# Turnbull Creek CDD Inspection Notes



**Project:** Turnbull Creek Pond Bank Maintenance  
**Client:** Turnbull Creek Community Development District  
**Contractor:** Boudreaux's Pro Grade LLC

**Project ID:** 20-02086-001

**Inspection Date:** 12 August 2022  
**Site Arrival:** 01:00PM      **Site Departure:** 2:45PM  
**Inspector:** Steve Collins

This report reflects the conditions at the site during the time of inspection. No claims are being made there are no other issues at the site aside from what was seen and presented in this report.



Sediment should be removed from inlet fabric. Inlets should be protected with fabric as per plans until sod is established.



## Turnbull Creek CDD Inspection Notes

Areas outside of project area have been resodded.



Contractor needs to place more sod on areas missing sod.





## Turnbull Creek CDD Inspection Notes



All debris shall be cleaned up from the project site.



Areas of missing sod shall have sod installed.





Turnbull Creek CDD  
Inspection Notes



## Turnbull Creek CDD Inspection Notes



Sod that is dying shall be replaced with new sod.



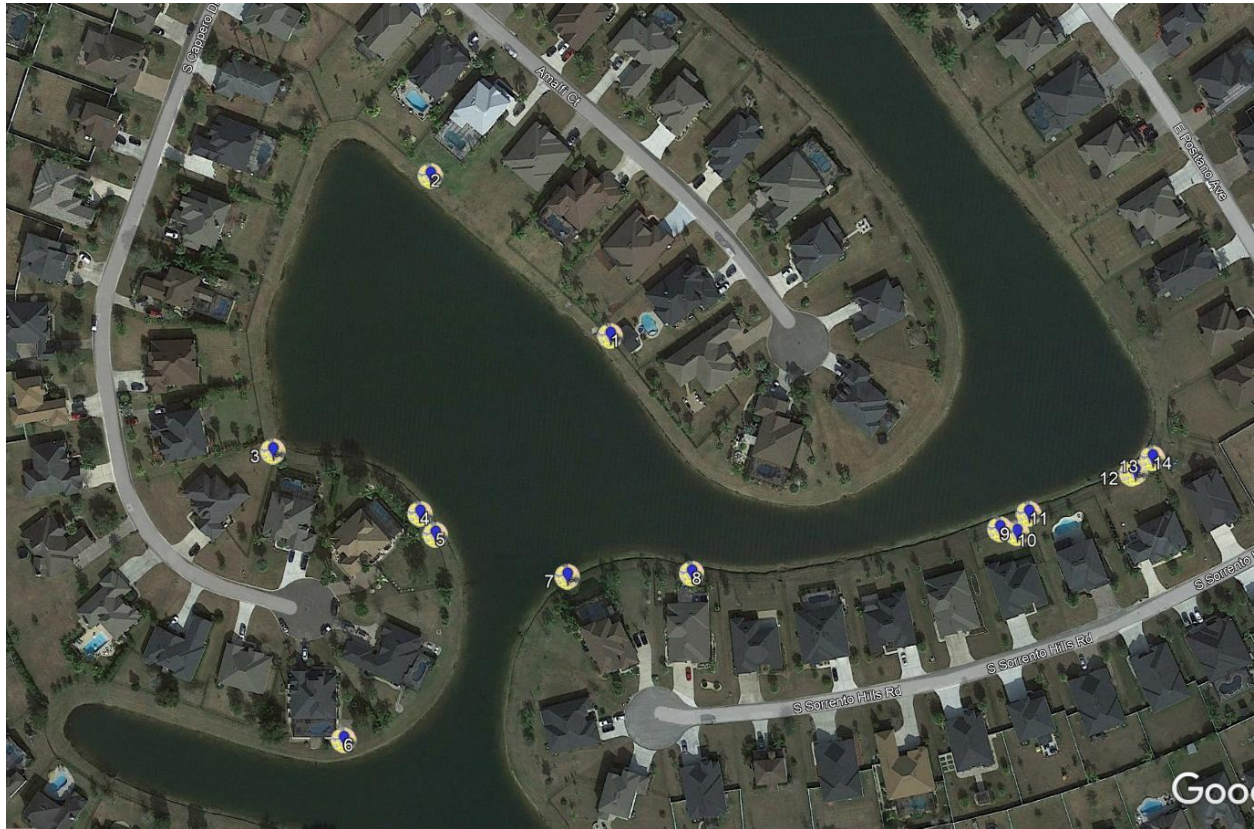
Turbidity curtain needs to be reset in the water at the pond outlet and kept in place until site is fully stabilized. This is the third warning provided to the contractor regarding the turbidity curtain.





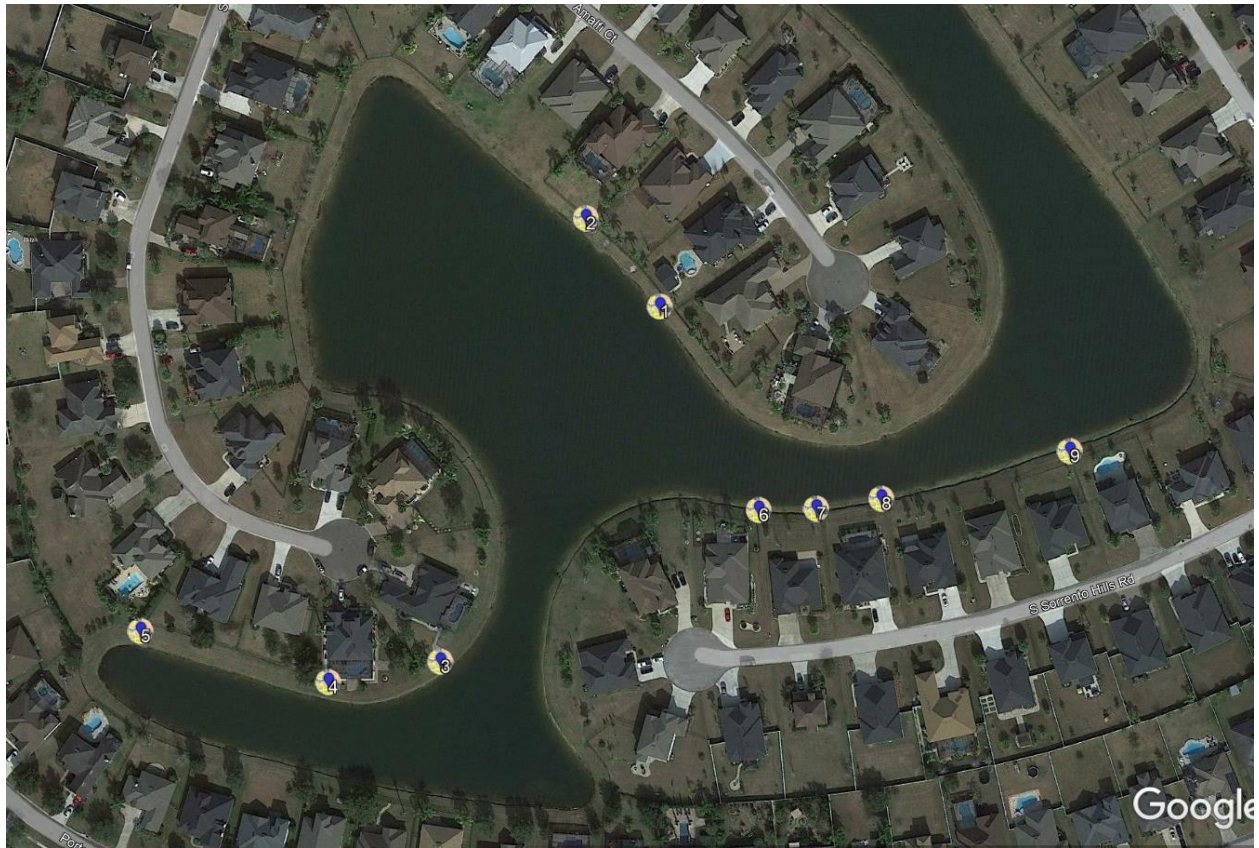
## Turnbull Creek CDD Inspection Notes

Several locations have bank segments that exceed 1V:4H. These locations are typically at the top of the bank and are not the entire bank. Rough locations of these steep areas are shown below. This is provided only as a guide. The Contractor is responsible for ensuring the banks meet the plan specifications of 1V:4H.



# Turnbull Creek CDD Inspection Notes

Gullies need to be repaired. These are roughly located as follows. This is provided only as a guide.





## Turnbull Creek CDD Inspection Notes



In addition to the deficiencies noted during this inspection, Jeremy Vencil with the Turnbull Creek CDD board also noted the following:

1. There are large visible sand deposits at the bottom of erosion areas that have not been removed.
2. Storm drain inlets and pond outlets do not appear to have been cleared of sediment.
3. Sod was not laid evenly on the worksite. Large lips, seams, and gaps exist in many areas on the worksite. At the top of the pond bank in many places the slope drop-off is dramatic and dangerous. An incident with a resident's lawn equipment falling off the ledge behind their home into the pond was reported.

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



**ADDRESS**

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

**Estimate 1121**

**DATE 09/01/2022**

**ESTIMATOR**

Todd Murphy

**SCOPE OF WORK**

South Caparo - Sod Replacement

ACTIVITY	QTY	RATE	AMOUNT
South Caparo: Easement to Pond 11			
<b>EN - Todd Murphy</b> Remove existing sod & Regrade area	18	50.00	900.00
<b>EN - Todd Murphy</b> Install 6 pallets St Augustine Sod	6	475.00	2,850.00
<b>EN - Todd Murphy</b> Disposal of Debris - CY	18	16.00	288.00
<b>EN - Todd Murphy</b> Dispatch and Delivery of Materials	1	150.00	150.00

**TOTAL**

**\$4,188.00**

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

# Tab 4



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

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

June 8, 2022  
Project No: 0940.2200124.0000  
Invoice No: 00614624

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

**Terms: Net 30 days**  
We accept American Express, Visa,  
Master Card, Discover, and ACH

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

**Professional Services through June 30, 2022**

Phase 0940 Turnbull Creek Community

**Unit Billing**

Soil Sampling

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

## **Tab 5**

## TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

### Policy for Variance Applications for Installation of Drainage Improvements within District Easements

*Effective:* \_\_\_\_\_

1. If a resident desires to install drainage improvements within property or an easement owned by Turnbull Creek Community Development District (the “District”), or drainage improvements on private property that may negatively impact District property or improvements, the resident must:
  - a. Submit a written variance application to the District Manager or his or her designee prior to commencement of such installation, in the form included herein as **Attachment A**. The application must be made by the owner of the property and must contain, at a minimum, the following information:
    - i. The contact information of the person making the variance application;
    - ii. The lot number or street address of the lot on which the improvements are to be installed;
    - iii. A description of the improvements to be installed;
    - iv. A diagram showing the proposed location of the improvements; and
    - v. The requested commencement date of the installation of said improvements.
  - b. Pay an application fee of \$\_\_\_\_ to offset the District’s cost of processing the variance application, including District Engineer review.
2. The District Engineer shall review the variance application to determine if the proposed drainage improvements would have a negative impact on any District improvements. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
  - a. Approve the variance application, with or without conditions; or
  - b. Deny the variance application.
3. If the District Engineer recommends denying the application, District staff shall notify the applicant that the variance application was denied and that the proposed improvements may not be installed.
4. If the District Engineer recommends approving the application, unless other considerations necessitate denying the application, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment B**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
5. There shall be no requirement to bring the variance application before the Board of Supervisors for approval, unless the District Engineer decides that extraordinary circumstances warrant Board consideration.
6. The District’s approval of a variance application constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from the HOA, St. Johns County, and any other entities having an interest in the property, as applicable.
7. If improvements are constructed within a District easement or on District property without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvements at the resident’s sole expense. If the

resident is unresponsive to the District's requests, the District may remove said improvements on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.

8. If improvements are constructed with approval within a District property or easement but at some point in the future, said improvements threaten the health, safety, integrity or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.



**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**Variance Application**  
*for Installation of Drainage Improvements*

Turnbull Creek Community Development District owns property and easement rights throughout the community for the purpose of maintaining certain infrastructures, including the stormwater and drainage system. Property owners seeking to make drainage improvements in the District's easements, on District property or in areas where such improvements may negatively impact District property or improvements, must fill out this Variance Application and return the completed form, along with the application fee and a sketch of the plan, to the District Offices at the address below. All Variance Applications will be reviewed in accordance with the District's Policy for Variance Applications for Installation of Drainage Improvements within District Property and Easements.

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of proposed improvements (attach a survey sketch showing the proposed location of the improvements): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed installation commencement date: \_\_\_\_\_

**Acknowledgements (please initial by each):**

\_\_\_\_\_ I acknowledge that I must pay a \$\_\_\_\_\_ application fee. If I do not, my application may be denied without further consideration.

\_\_\_\_\_ I acknowledge that any approval is only for the improvements in this application, and that upon completion of the improvements, the District Engineer must certify that the improvements do not exceed the scope of any approval. If my plans change, I must file a new variance application.

\_\_\_\_\_ I acknowledge that approval of this variance application is approval from Turnbull Creek Community Development District only, and that I am responsible for obtaining any other necessary approvals, including but not limited to approvals from any HOA, St. Johns County, or any other entity having an interest in the property or improvements, as applicable.

\_\_\_\_\_ I acknowledge that if this variance application is approved, I will be required to execute a Variance Agreement, which will be recorded in the official records of St. Johns County, Florida. No improvements may be installed until the Variance Agreement is executed and recorded.

\_\_\_\_\_ I acknowledge that this variance application must be made by the legal owner of the property. I certify that I am the legal owner of the property.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

*Please submit this completed application with a survey sketch to the District Manager  
by e-mail at [clbrown@rizzetta.com](mailto:clbrown@rizzetta.com) or by mail at Turnbull Creek CDD c/o  
Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.*

After recording, please return to:  
Turnbull Creek CDD  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614

---

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS  
WITHIN DISTRICT EASEMENT OR PROPERTY**

This *Variance Agreement for Installation of Improvements within District Easement or Property* (“**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_ (“**Owner**”) and Turnbull Creek Community Development District (“**District**”), a local unit of special purpose government created pursuant to St. Johns County Ordinance No. 2004-47.

**WITNESSETH:**

**WHEREAS**, Owner is the owner of Lot\_\_\_\_\_, (“**Lot**”), as per the plat (“**Plat**”) of \_\_\_\_\_, recorded as Instrument Number \_\_\_\_\_, of the Public Records of St. Johns County, Florida (“**Property**”); and

**WHEREAS**, Owner desires to install certain improvements described as \_\_\_\_\_ (“**Improvements**”) within a District easement or property (“**Easement**”) abutting Owner’s Lot (“**License Area**”), as shown on the Plat; and

**WHEREAS**, due to the District’s legal interests in the Easement, among other reasons, Owner requires the District’s consent before installing Improvements within the License Area; and

**WHEREAS**, the District has consented to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

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

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.
3. **Owner Responsibilities.** The Owner has the following responsibilities:
  - a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
  - b. The Owner shall be responsible for ensuring that the installation and maintenance of the

Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, stormwater permits, etc.).

- c. The District, by entering into this Agreement, does not represent that the District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowner's association, St. Johns County, as well as any other necessary legal interests and approvals).
  - d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property or improvements of District, including but not limited to the pond bank or stormwater facilities, or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.
  - e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any District infrastructure or improvements that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such pre-existing infrastructure and improvements. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing infrastructure and improvements prior to installation of the Improvements and to perform the work to install the Improvements. The District, its officers, supervisors, employees, professional staff and agents shall be named as a certificate holder under the contractors, or Owner's, insurance policy for said work.
  - f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and care of any such Improvements and agrees to maintain the Improvements in good condition.
  - g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.
5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless the District, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein,

shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
8. **Default.** A default by either party under this Agreement – including but not limited to Owner's failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
9. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.
10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

**Witnesses:**

**Owner**

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Print Name

STATE OF FLORIDA                   )  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_. He/She  is personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
Variance Application Report**

Applicant: \_\_\_\_\_

Application date: \_\_\_\_\_

**Part 1: To be Completed by the District Engineer**

Was an in-person inspection necessary?

Yes; date completed: \_\_\_\_\_  No

Recommendation:

Approve

Approve with conditions (list here): \_\_\_\_\_

\_\_\_\_\_

Deny (provide reason(s) here): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of District Engineer

\_\_\_\_\_  
Date

**Part 2: To be Completed by the District**

Based on a review of the Variance Application and the recommendation of the District Engineer, the District:

Approves the Variance Application

Approves the Variance Application with the conditions listed above

Denies the Variance Application (provide reason(s) here): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of District Manager

\_\_\_\_\_  
Date

**Part 3: To be Completed by the District Engineer (Post-Installation Review)**

The improvements as installed are  compliant  non-compliant with the District's approval.

\_\_\_\_\_  
Signature of District Engineer

\_\_\_\_\_  
Date

*Note to Staff*

*Please attach the Variance Application, along with any attachments, to this form and retain in the District records.*

**Witnesses:**

**Turnbull Creek Community  
Development District**

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Chairperson of the Board of Supervisors

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

\_\_\_\_\_  
Print Name

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, as Chairperson of the Board of Supervisors for Turnbull Creek Community Development District, on behalf of said District. He/She  is personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

*[end of signature pages]*

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
Variance Application Report**

Applicant: \_\_\_\_\_

Application date: \_\_\_\_\_

**Part 1: To be Completed by the District Engineer**

Was an in-person inspection necessary?

Yes; date completed: \_\_\_\_\_  No

Recommendation:

Approve

Approve with conditions (list here): \_\_\_\_\_

\_\_\_\_\_

Deny (provide reason(s) here): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of District Engineer

\_\_\_\_\_  
Date

**Part 2: To be Completed by the District**

Based on a review of the Variance Application and the recommendation of the District Engineer, the District:

Approves the Variance Application

Approves the Variance Application with the conditions listed above

Denies the Variance Application (provide reason(s) here): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of District Manager

\_\_\_\_\_  
Date

**Part 3: To be Completed by the District Engineer (Post-Installation Review)**

The improvements as installed are  compliant  non-compliant with the District's approval.

\_\_\_\_\_  
Signature of District Engineer

\_\_\_\_\_  
Date

*Note to Staff*

*Please attach the Variance Application, along with any attachments, to this form and retain in the District records.*



## **Tab 6**

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



**ADDRESS**

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

**Estimate 1122**

**DATE 09/01/2022**

**ESTIMATOR**  
Todd Murphy

**SCOPE OF WORK**  
Rear of Mail Kiosk

ACTIVITY	QTY	RATE	AMOUNT
Rear of Mail Kiosk, Along Fence line			
<b>EN - Todd Murphy</b> Remove existing Wax Myrtle hedge & Regrade area	12	50.00	600.00
<b>EN - Todd Murphy</b> Install 2 pallets St Augustine Sod	2	475.00	950.00
<b>EN - Todd Murphy</b> Disposal of Debris - CY	6	16.00	96.00
<b>EN - Todd Murphy</b> Dispatch and Delivery of Materials	1	150.00	150.00

**TOTAL \$1,796.00**

Accepted By

Accepted Date

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



**ADDRESS**

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

**Estimate 1123**

**DATE 09/02/2022**

**ESTIMATOR**

Todd Murphy

**SCOPE OF WORK**

Baseball Field

ACTIVITY	QTY	RATE	AMOUNT
Baseball Field:			
<b>EN - Todd Murphy</b> Spray Herbicide & Remove existing turf in the infield	26	50.00	1,300.00
<b>EN - Todd Murphy</b> labor to Install and Grade red Clay	28	50.00	1,400.00
<b>EN - Todd Murphy</b> Delivery of 54cy Red Clay	54	175.00	9,450.00
<b>EN - Todd Murphy</b> Disposal of Debris - CY	26	16.00	416.00
<b>EN - Todd Murphy</b> Equipment Rental - Skid steer (Track)	1	1,085.00	1,085.00
<b>EN - Todd Murphy</b> 1 Ton Roller - per day	1	775.00	775.00

Note: We will need notice of 10 days to  
order materials & schedule this work

**TOTAL**

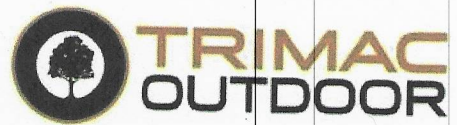
**\$14,426.00**

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

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



**ADDRESS**

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

Estimate 1075

DATE 08/23/2022

**ESTIMATOR**  
Robert Jones

ACTIVITY	QTY	RATE	AMOUNT
Robert J labor to track and locate faulty valves and diagnose issues NTE 3000.00	1	3,000.00	3,000.00

**TOTAL** **\$3,000.00**

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

# **Tab 7**

**RESOLUTION 2022-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2022/2023 annual meeting schedule attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 13th day of September, 2022.

ATTEST:

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2022/2023 Annual Meeting Schedule

**Exhibit A: Fiscal Year 2022/2023 Annual Meeting Schedule**

**BOARD OF SUPERVISORS MEETING DATES  
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022/2023**

The Board of Supervisors of the Turnbull Creek Community Development District will hold their regular meetings for Fiscal Year 2022/2023 at Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092, on the second Tuesday of each month, at 6:30 p.m. unless otherwise indicated as follows:

November 8, 2022  
January 10, 2023  
March 14, 2023  
May 9, 2023 (Budget Approval)  
June 13, 2023  
August 8, 2023 (Budget Adoption)  
September 12, 2023

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 or by calling (904) 436-6270, during normal business hours, or on the District's website at [www.turnbullcreekcdd.com](http://www.turnbullcreekcdd.com).

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 436-6270 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

## **Tab 8**





# INVOICE

<b>Customer</b>	Turnbull Creek Community Development District
<b>Acct #</b>	297
<b>Date</b>	08/30/2022
<b>Customer Service</b>	Kristina Rudez
<b>Page</b>	1 of 1

Turnbull Creek Community Development District  
 c/o Rizzetta & Company  
 3434 Colwell Ave, Suite 200  
 Tampa, FL 33614

Payment Information	
<b>Invoice Summary</b>	\$ 26,088.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#16494
100122555	

Thank You

Please detach and return with payment



Customer: Turnbull Creek Community Development District

Invoice	Effective	Transaction	Description	Amount
16494	10/01/2022	Renew policy	Policy #100122555 10/01/2022-10/01/2023 Florida Insurance Alliance  Package - Renew policy Due Date: 8/30/2022	26,088.00

<b>Total</b>
\$ 26,088.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
 Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

<b>Remit Payment To: Egis Insurance Advisors</b> P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939  sclimer@egisadvisors.com	<b>Date</b>
		08/30/2022



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

# Turnbull Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

### What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

**Turnbull Creek Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614**

**Term: October 1, 2022 to October 1, 2023**

**Quote Number: 100122555**

**PROPERTY COVERAGE**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$2,466,200
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	\$33,000

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<b>Valuation</b>	<b>Coinsurance</b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b>Coverage</b>	<b>Deductibles</b>	<b>Limit</b>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**\$16,492**

### **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

<b>(X)</b>	<b>Code</b>	<b>Extension of Coverage</b>	<b>Limit of Liability</b>
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

## CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Collision Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate





## PREMIUM SUMMARY

Turnbull Creek Community Development District  
c/o Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122555

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$16,492
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$5,507
Public Officials and Employment Practices Liability	\$4,089
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$26,088</b>

#### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Turnbull Creek Community Development District

\_\_\_\_\_  
(Name of Local Governmental Entity)

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

\_\_\_\_\_  
Print Name

Witness By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

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



PROPERTY VALUATION AUTHORIZATION

Turnbull Creek Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV \$2,466,200 As per schedule attached
Inland Marine \$33,000 As per schedule attached
Auto Physical Damage Not Included

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

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

Title: \_\_\_\_\_



**Turnbull Creek Community Development District**

Policy No.: 100122555  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
1	Amenity Center		2006	10/01/2022	\$1,089,900		\$1,153,400		
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2023	\$63,500				
3	Swimming Pool w/Bridge, Pumps & Equipment		2006	10/01/2022	\$413,600		\$413,600		
	101 West Positano Avenue St. Augustine FL 32092		Below ground liquid storage tank / pool	10/01/2023					
4	Pool Slide Tower		2006	10/01/2022	\$72,900		\$72,900		
	101 West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2023					
	Complex				Clay / concrete tiles				
5	Splash Pad Equipment		2006	10/01/2022	\$7,300		\$7,300		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023					
6	Colonnade		2006	10/01/2022	\$4,100		\$4,100		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023					
7	Pool Pavilion		2006	10/01/2022	\$19,000		\$19,000		
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2023					
	Pyramid hip				Clay / concrete tiles				
8	Pool Shade Structure		2006	10/01/2022	\$15,200		\$15,200		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023					

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



**Turnbull Creek Community Development District**

Policy No.: 100122555  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
9	Pool Furniture in the Open		2006	10/01/2022	\$123,000		\$123,000
	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2023			
10	Decorative Fountain		2006	10/01/2022	\$15,000		\$15,000
	101 West Positano Avenue St. Augustine FL 32092		Pump / lift station	10/01/2023			
11	Playground Equipment		2006	10/01/2022	\$87,300		\$87,300
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023			
12	Playground Shade Structure (2)		2006	10/01/2022	\$38,000		\$38,000
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023			
13	Basketball Shade Structure		2006	10/01/2022	\$15,000		\$15,000
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023			
14	Basketball Court (2 Goals)		2006	10/01/2022	\$38,200		\$38,200
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023			
15	Park Shade Structure		2006	10/01/2022	\$15,000		\$15,000
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023			

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



**Turnbull Creek Community Development District**

Policy No.: 100122555  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	
	Roof Shape	Roof Pitch						Roof Covering	Covering Replaced
16	Park Pavilion		2006	10/01/2022	\$22,000		\$22,000		
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2023					
	Pyramid hip			Clay / concrete tiles					
17	Baseball Backstop Fencing		2006	10/01/2022	\$6,800		\$6,800		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023					
18	Tennis Court Fencing/Lights & Shade Structure		2006	10/01/2022	\$36,000		\$36,000		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023					
19	Black Aluminum Fencing		2006	10/01/2022	\$22,000		\$22,000		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2023					
20	Maintenance Shed		2006	10/01/2022	\$4,200		\$4,200		
	101 West Positano Avenue St. Augustine FL 32092		Frame	10/01/2023					
21	Dumpster Enclosure		2006	10/01/2022	\$6,800		\$6,800		
	101 West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2023					
22	Decorative Street Railing (Amenity Center Entrance)		2006	10/01/2022	\$18,600		\$18,600		
	West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2023					

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



**Turnbull Creek Community Development District**

Policy No.: 100122555  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
23	Mail Pavilion		2006	10/01/2022	\$32,500		\$32,500		
	E Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2023					
	Simple hip			Clay / concrete tiles					
24	Mail Pavilion		2006	10/01/2022	\$32,500		\$32,500		
	Toscana Ln St. Augustine FL 32092		Joisted masonry	10/01/2023					
	Simple hip			Clay / concrete tiles					
25	Playground Equipment		2006	10/01/2022	\$82,500		\$82,500		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2023					
26	Playground Shade Structure		2006	10/01/2022	\$24,000		\$24,000		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2023					
27	Park Shade Structure		2006	10/01/2022	\$15,000		\$15,000		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2023					
28	Park Shade Structure		2006	10/01/2022	\$15,000		\$15,000		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2023					
29	Hoover Well Pump (behind Tennis Court)		2017	10/01/2022	\$60,400		\$60,400		
	101 West Positano Avenue St. Augustine FL 32092		Pump / lift station	10/01/2023					

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



**Turnbull Creek Community Development District**

Policy No.: 100122555  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced			Roof Yr Blt
30	Hoover Well Pump & Vinyl Fencing		2017	10/01/2022	\$4,200		\$4,200
	Toscana Ln St. Augustine FL 32092		Pump / lift station	10/01/2023			
31	Outdoor Signage		2017	10/01/2022	\$14,800		\$14,800
	Various		Property in the Open	10/01/2023			
	St. Augustine FL 32092						
32	Benches in the Open		2017	10/01/2022	\$9,900		\$9,900
	Various		Property in the Open	10/01/2023			
	St. Augustine FL 32092						
33	Entry Monuments/Features		2006	10/01/2022	\$42,000		\$42,000
	E Positano Ave & Pacetti Rd		Masonry non combustible	10/01/2023			
	St. Augustine FL 32092						
<b>Total:</b>			Building Value	Contents Value	Insured Value		
			\$2,402,700	\$63,500	\$2,466,200		

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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





Inland Marine Schedule

**Turnbull Creek Community Development District**

Policy No.: 100122555  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Decorative Light Poles (Amenity Area)		Other inland marine	10/01/2022 10/01/2023	\$13,000	\$1,000
2	Security Cameras in the Open		Other inland marine	10/01/2022 10/01/2023	\$6,000	\$1,000
3	Pool Chair Lift		Other inland marine	10/01/2022 10/01/2023	\$5,000	\$1,000
4	Pool Chair Lift		Other inland marine	10/01/2022 10/01/2023	\$5,000	\$1,000
5	Floating Pond Fountain		Other inland marine	10/01/2022 10/01/2023	\$2,000	\$1,000
6	Floating Pond Fountain		Other inland marine	10/01/2022 10/01/2023	\$2,000	\$1,000
				<b>Total</b>	<b>\$33,000</b>	

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

## **Tab 9**

**AGREEMENT BETWEEN THE TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT AND GOVERNMENTAL MANAGEMENT  
SERVICES, LLC, FOR WEBSITE SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of August, 2022 by and between:

**Turnbull Creek Community Development District**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address c/o Rizzetta & Company, Inc. 2806 North 5th Street, Suite 403, St. Augustine, FL 32084 (the "**District**"), and

**Governmental Management Services, LLC**, a Florida limited liability company, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**Contractor**" and, together with the District, the "**Parties**").

**RECITALS**

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

**WHEREAS**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

**WHEREAS**, the District has a need to obtain a qualified independent contractor to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website (together, the "**Services**"); and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

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

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

**Section 1. Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**Section 2. Scope of Services.** Contractor shall provide the District with Website hosting, maintenance, and auditing, but not limited to the following Services:

**A. Website Hosting.** Contractor shall provide hosting and backup of the Website

and update content, including minutes, financial statements, and events on a monthly basis, or earlier if required by law. Contractor shall be responsible for ensuring the District's compliance with Florida law, including but not limited to, section 189.069, *Florida Statutes*, requiring that special districts operate and maintain an official internet website through the term of this Agreement.

**B. Maintenance.** Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with ADA accessibility standards, which may change from time to time. Specifically, Contractor shall:

- i.** provide assistive support up to one (1) hour per month, including assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- ii.** perform at least quarterly audits to ensure ADA compliance;
- iii.** provide Contractor's ADA compliance seal and accessibility policy, which may need to be updated from time to time, for display and use on the Website; and
- iv.** provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services.

**C. Auditing.** Contractor shall perform auditing of the Website by using software and/or algorithms available to Contractor, including but not limited to an ADA checker that evaluates compliance based on federally recommended ADA best practices for state and local governments, including but not limited to Web Content Accessibility Guidelines 2.0 ("**WCAG 2.0**"), which standards may change from time to time as promulgated by federal law and rulemaking. Specifically, Contractor shall, at a minimum:

- i.** cross-check compatibility of the Website with various technology mediums, including but not limited to mobile phones, tablets, laptop computers and desktop computers, for accessibility;
- ii.** provide a webpage disclaimer statement that includes notice of the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance and include an accessibility policy on the Website;
- iii.** provide Contractor's ADA compliance seal for display on the website; and
- iv.** provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement, recognizing the District is relying on Contractor's expertise for website design/best practices in accordance with the ADA.

**D. Additional Services.** The following services are neither included in the Scope of Services in this Section nor in the Compensation for Services as provided in Section 3 of this

Agreement. If the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing human audit(s) of the Website;
- ii. providing a point of contact to respond to requests for Website accommodation;
- iii. converting documents for a public records requests received by the District;
- iv. providing assistive support to District staff that is in excess of one (1) hour per month, at a rate not to exceed Twenty-Five Dollars (\$25.00) per hour; and
- v. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

**Section 3. Compensation.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

**A. Fee Schedule.** For performance of the Services as provided in Section 2 of this Agreement, the District shall pay One Thousand Twenty Dollars (\$1,200.00) per year, payable in twelve (12) equal monthly installments of One Hundred Dollars (\$100.00).

**B. Invoices; Payment.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

**C. Disputed Amounts.** The District may withhold any portion of invoice payment that it disputes in good faith ("**Disputed Amounts**"). In such an event, the District shall nonetheless pay any undisputed amounts and provide to Contractor a sufficiently detailed written explanation of its basis for withholding the Disputed Amounts. Any controversy relating to amounts owed by Customer hereunder shall be considered a Dispute, as defined in Section 10(d) of this Agreement, and subject to the resolution procedures provided in this Agreement. If it is resolved that the Disputed Amounts are in fact owed to Contractor, the District shall remit payment to Contractor within five (5) days of such resolution.

#### **Section 4. Term and Termination.**

**A. Term.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

**B. Termination.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

**Section 5. Representations, Warranties and Covenants.** Contractor represents, warrants, and covenants that (a) the Services shall be performed by qualified personnel in a professional and workmanlike manner in accordance with ADA and other website accessibility compliance standards, including but not limited to WCAG 2.0 and other federally recommended guidelines, as may be amended from time to time; and (b) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party.

#### **Section 6. Intellectual Property.**

**A. Contractor Materials.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. The District Materials; Publicity and Trademarks.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain

name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, 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).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

**C. Right to Display Contractor's Compliance Shield / Accessibility Policy.** The District may display a Contractor-provided compliance shield and customized accessibility policy on its Websites and web applications. The compliance shield shall remain under the full ownership and control of Contractor. The District is expressly prohibited from using the compliance shield for any purpose not specifically authorized by this Agreement, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**Section 7. Public Records.** Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Carol Brown with Rizzetta & Company, District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the

records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270 EXT 4631, INFO@RIZZETTA.COM, OR AT 2806 NORTH 5th STREET, SUITE 403, ST. AUGUSTINE, FLORIDA 32084.**

**Section 8. Indemnity.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.



**Section 9. Scrutinized Companies Statement.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

**Section 10. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**Section 11. Independent Contractor.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

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

**Section 12. Dispute Resolution.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**Section 13. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles

of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of St. Johns, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**Section 14. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**Section 15. Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**Section 16. Default and Protection against Third-Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**Section 17. Notices.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the parties, as follows:

**If to Contractor:** Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: Jim Oliver

**If to District:** Turnbull Creek Community Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: District Counsel

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

**Section 18. Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes any prior agreements or statements with respect to the subject matter hereof.

**Section 19. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**Section 20. Assignment.** Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

**Section 21. Amendments.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**Section 22. Survival.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), and Section 8 (Indemnity) shall survive any termination or expiration of this Agreement.

**Section 23. Waiver.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

**Section 24. Arm's Length Transaction.** This Agreement has been negotiated fully

between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**Section 25. Descriptive Headings.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC**, a Florida limited  
liability company

*Darrin Mossing*  
\_\_\_\_\_  
By: Darrin Mossing  
Its: President  
\_\_\_\_\_

## **Tab 10**

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

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

**TURNBULL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

**RIVERSIDE MANAGEMENT  
SERVICES, INC.**

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

**Exhibit A:** Compensation

**Exhibit A**  
**Compensation**

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

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

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

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



# Tab 11

**Consideration of Poolsure Renewal Agreement  
(Under Separate Cover)**

## **Tab 12**

## Turnbull Fitness Equipment Maintenance Proposals

<p><b>Commercial Fitness Products and Services</b></p>	<p>Quarterly PM Service</p> <p>Regular Hours: 9AM-5PM</p> <p>Quarterly Visit \$210</p> <p>Emergency Labor Charge (outside regular hours) \$95 x hour</p> <p>Emergency Service Charge (outside regular hours) \$90</p> <p>Repairs Labor Charge \$65 x hour (1 hr min.) - Per technician - after first hour, labor billed in half hour increments</p> <p>Repairs Service Charge \$65 per trip (not charged if technician is on-site performing routine PM)</p>	<p>Services:</p> <ul style="list-style-type: none"> <li>• Inspected for safety &amp; proper function</li> <li>• Cleaned</li> <li>• Lubricated</li> <li>• Adjusted in accordance to manufacturers' specifications</li> <li>• Parts &amp; Repair Estimate provided as needed</li> </ul> <p>Equipment Covered:</p> <ul style="list-style-type: none"> <li>• 3 treadmills</li> <li>• 3 ellipticals</li> <li>• 2 bikes</li> <li>• 3 multi stations</li> <li>• 7 single stations</li> <li>• 2 benches</li> </ul> <p>Cost of routine supply items required for preventative maintenance service is included herein. Any necessary repairs will be identified, and an estimate provided to the Customer for approval.</p>
<p><b>Fitness Pro</b></p>	<p>Quarterly PM Service</p> <p>Quarterly Visit \$212</p>	<p>Services:</p> <ul style="list-style-type: none"> <li>• Operational and visual inspections</li> <li>• Lubrication and calibration</li> <li>• Internal inspection &amp; cleaning as needed</li> <li>• Adjust to manufacturers specifications</li> <li>• Repairs that can be done at time of PM that would not require additional parts or tools</li> <li>• Notation of Service in Logbook (if customer requires and provides the logbook)</li> <li>• Notation of equipment status</li> </ul> <p>Preventative Maintenance fee does not include additional repairs. Customer will be notified of any additional repairs that are diagnosed at time of preventative maintenance. We require customer to approve of all additional repairs and fees.</p>

### Turnbull Fitness Equipment Maintenance Proposals

<b>Southeast Fitness Repair</b>	Quarterly PM Service Quarterly Charge \$445	Equipment: <ul style="list-style-type: none"><li>• Treadmill 3</li><li>• Elliptical 3</li><li>• Bicycle 2</li><li>• Multi-Station 3</li><li>• Single-Station 7</li><li>• Bench 2</li></ul>
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# CommercialFitnessProducts

## PREVENTATIVE MAINTENANCE PLAN

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

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

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

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

Services to be performed under this PM Plan –

### Routine PM Service

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

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

### Repairs

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

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

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

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

# CommercialFitnessProducts

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

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

## Estimate –

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

## Service Request –

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

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

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

## Warranty

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

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

## Governing/Venue

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

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

# CommercialFitnessProducts

## Payment

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

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

## Insurance. Indemnification

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

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

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

## Cancellation

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

## Agreement

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

## Renewal

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

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



# Commercial**Fitness**Products

## SUMMARY –

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

Property Name:

Property Address:

Contact:

Email:

Signature:

Title:

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

Contact Phone

Fax:

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

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

CFP Approval Signature:  *Mark Smilek* Date:

Sales ep Mark Smilek

Created On

### Explanation of Services:

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

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

### Equipment Covered:

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

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

# Commercial**Fitness**Products

---

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

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

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

# Commercial Fitness

Products and Service

## PREVENTATIVE MAINTENANCE CHECKLIST

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

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

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

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

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

Clean Inside Hood	<input type="checkbox"/>	Check Springs/Cables	<input type="checkbox"/>	<b>Stair Climbers / Misc Cardio</b>	Technician Comments
Clean Frame	<input type="checkbox"/>	Lubricate Chains	<input type="checkbox"/>		
Check Friction Belt	<input type="checkbox"/>	Check Shocks	<input type="checkbox"/>		
Grease Pivot Points	<input type="checkbox"/>	Check Handrail Pads	<input type="checkbox"/>		

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

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

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

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

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

Technician Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Customer Signature: \_\_\_\_\_



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

## Contract: Quarterly Preventative Maintenance

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

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

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

<p>CONTRACT DESCRIPTION</p> <p>This Preventative Maintenance Agreement will cover the servicing of the listed equipment at your facility.</p> <p>This service will be as follows:</p> <p>1) Operational Inspection, 2) Visual Inspection, 3) Lubrication, 4) Calibration, 5) Internal inspection &amp; Cleaning as needed, 6) Adjust to manufacturers specifications, 7) Repairs that can be done at time of PM that would not require additional parts or tools, 8) Notation of Service in Logbook (if customer requires and provides the logbook), and 8) Notation of equipment status.</p> <p>Fitness Pro will provide further product support with the following services:</p> <ol style="list-style-type: none"> <li>1. An emailed summary of status and work done on equipment listed.</li> <li>2. Access to customers service file online through our service website.</li> <li>3. Will use only factory replacement parts on any repair, unless other specified or approved by customer or manufacturer. We will always let you know what your lowest price option is and let you choose.</li> </ol> <p>Preventative Maintenance fee does not include additional repairs. Customer will be notified of any additional repairs that are diagnosed at time of preventative maintenance. We require customer to approve of all additional repairs and fees.</p> <p>This agreement is strictly preventive in nature, intended to keep your facility as operational as possible by drawing attention to its present status. This agreement does not cover abuse, vandalism, normal wear and tear, external cleaning, or any acts of God resulting in failure of equipment, nor does it include the cost of parts, shipping, or labor charges associated with a repair not specified by this agreement. Fitness Pro reserves the right to refuse service on certain manufacturers.</p>
--

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

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

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

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

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

Billing Contact: Tracy Parmer  
tracy@wearefitnesspro.com

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

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

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

**Service Agreement - PM: Quarterly**

**Service Location Information**

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

**Billing Location Information**

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

**Service Information**

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

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

**First Scheduled Visit**

First visit waiting to be scheduled.

Thank you for the opportunity to serve you!

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

## **TAB 13**



## TURNBULL CREEK CDD PROPOSAL WORKSHEET

SCSI- 1 Employee @ \$30 per hour 3 times a week. Will come after hours to clean. **Does not** *provide cleaning products or supplies.*

(If work is done within 1.5hrs at 3 nights a week = \$135 per week)

\*Jani King- 1 Employee 3 times a week. Will work after hours to clean. Provides cleaning products, but not *supplies*. \$1,103.84 per month = \$220.76 per week  
(Wont charge more for extra hours)

KBT- 1 Employee \_\_ per week. Comes in the morning. Does provide cleaning products, but not *supplies*. \$866.66 per month = \$173.33 per week

Tailored and Prepared for:



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

---

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

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

Every hour of every day, we strive to:

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

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

**United States**

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

**Argentina**

**Australia**

**Brazil**

**Canada**

**France**

**Great Britain**

**Hong Kong**

**Korea**

**Malaysia**

**Mexico**

**New Zealand**

**Singapore**

**Spain**

**Taiwan**

**Turkey**



COMMERCIAL CLEANING SERVICES

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

**Murabella Amenity Center**

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

Dear Erick,

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

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

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

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

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

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

Trusting we may be of service,

*Cristina Trelles*

Cristina Trelles  
Operations Manager



# The Jani-King Difference

## Experience

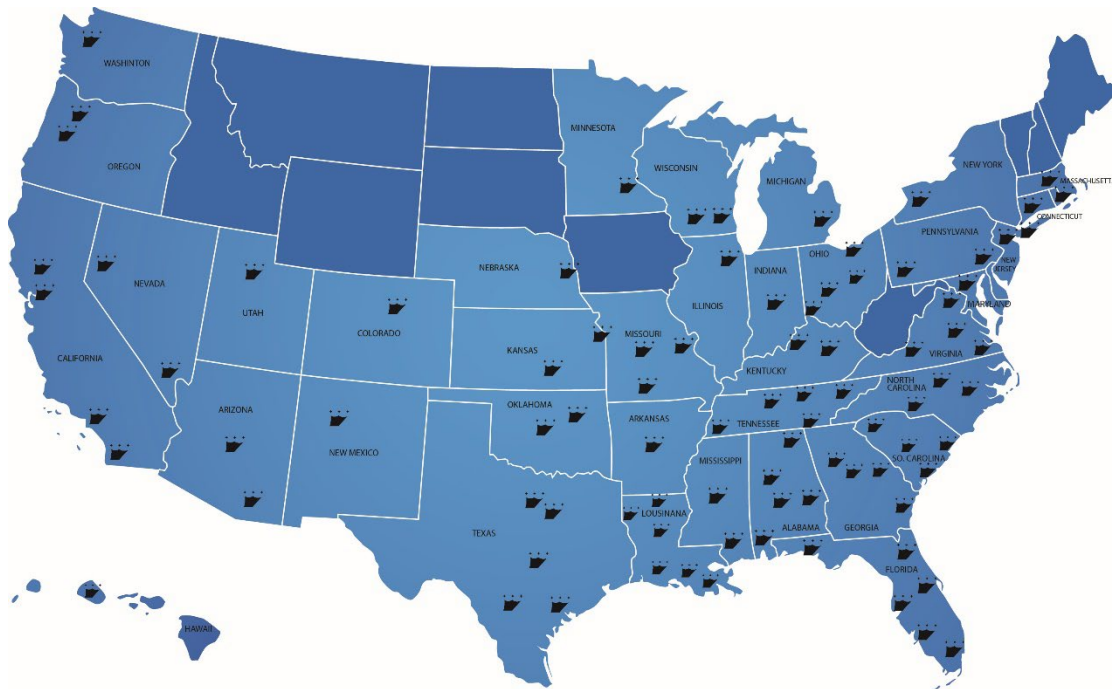
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- Jani-King introduced its franchise concept to the commercial cleaning industry in 1969.
- With over 9,000 franchise owners and 60,000 customers, Jani-King is the largest and most respected franchised commercial cleaning company in the world.

## The Jani-King Franchise Concept

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



## Regional Office Support

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



# The Jani-King Difference

## Professional Certifications

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

## Communication

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

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

## Risk Management

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

## Supporting our Veterans

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





# Industry Leader

## We are the Industry Leader

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

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

## Some of Our Customers & Sponsorships

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# Maintenance Agreement

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

## 1. PERFORMANCE OF SERVICES

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

## 2. PAYMENT OF SERVICES

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

## 3. INDEPENDENT BUSINESS RELATIONSHIP

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

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





# Maintenance Agreement

## 4. TERM OF AGREEMENT

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

## 5. GENERAL PROVISIONS

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

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



# Initial Clean (Optional)

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

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

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



# Cleaning Schedule

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

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



# Cleaning Schedule

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

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



# Cleaning Schedule

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

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



# Service Agreement

**CUSTOMER NAME & ADDRESS**

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

**JANI-KING NAME & ADDRESS**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

May 6<sup>th</sup>, 2022  
\_\_\_\_\_  
Date

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

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

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

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

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

**Murabella**  
**196 Capulet Drive**  
**Saint Augustine FL, 32092**



**\*\*\*KBT\*\*\*  
Professional  
Cleaning  
&  
Pressure  
Washing**

KBT Professional Cleaning Pressure washing LLC

52 Tuscan Way Suite 202-160

Saint Augustine, FL 32092

July 21, 2022

Murabella Board of Directors

Subject: Janitorial Service Proposal:

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

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

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

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

Sincerely,

Michael Gennett

Owner

KBT Professional Cleaning and Pressure Washing LLC





When you want it done right hire a professional!

DATE: JULY 21, 2022

52 Tuscan Way

EXPIRATION DATE AUGUST 21, 2022

Ste 202-160

Saint Augustine FL, 32092

Phone 904-315-4866

kbtproclean@gmail.com

TO Murabella HOA

ATTN: Erick Hutchison

C/O Vesta Property Services

196 Capulet Drive

Saint Augustine FL, 32092

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

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

<b>SUBTOTAL</b>	\$866.66 per month all year round
<b>TOTAL</b>	\$866.66 Per month all year round

Quotation prepared by: Michael Gennett 7-21-22

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

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



Murabella scope of work

Fitness Center: each visit

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

Monthly:

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

Restrooms: each visit

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

Monthly:

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

Clubhouse: each visit

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

Monthly:

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

Kitchen/Bar: each visit

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

Monthly:

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



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

**Janitorial Services**

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

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

**Murabella will provide the following:**

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

**SCSI will provide:**

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

**Janitorial Service Fee:**

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

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

**Payment Terms: Net 30**

Murabella representative

SCSI representative

\_\_\_\_\_

\_\_\_\_\_

SOUTHERN CLEANING SERVICE INC.



SOUTHERN CLEANING SERVICE INC.

**TAB 14**

# ESTIMATE



## Prepared For

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

## Ancient City Construction, Inc.

2614 Joe Ashton Rd, / Lic# CRC1327411  
Saint Augustine, FL 32092  
Phone: +904-808-7333 or 904-342-8169  
Email: [ancientcityconstruction@gmail.com](mailto:ancientcityconstruction@gmail.com)  
Web: [www.ancientcityconstruction.com](http://www.ancientcityconstruction.com)

Estimate # 278  
Date 07/22/2022  
Business / Tax # 59-3412504

Description	Total
Door Slab Installation	\$3,000.00
- Remove existing door slab.	
- Install custom two panel 3-0 x 6-8.	
* NOTE * Existing door is a true 36" wide door , this exact door is uncommon. All new door sizes are usually 35 3/4" wide.	
- Install existing hinges.	
- Paint door slab up to two coats of paint.	
- to supply paint color to Contractor.	
- Install original push and pull plates and all kick plates back on all doors.	
- Install original door closures.	
- Install Male and Female signs, need new signs ( original signs will most likely break during removal)	
- Labor and materials.	



<b>Subtotal</b>	\$3,000.00
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<b>Total</b>	<b>\$3,000.00</b>
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## FLORIDA CONSTRUCTION LIEN LAW

### 713.015 Mandatory provisions for direct contracts.—

(1) Any direct contract greater than \$2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.

(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.

(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

### STANDARD ORDER OF OPERATION:

- ANCIENT CITY CONSTRUCTION WILL PRODUCE THE CERTIFICATE OF OCCUPANCY "CO" PER FLORIDA REGULATION UPON FINAL INSPECTION APPROVAL AND FINAL PAYMENT TO THE CONTRACTOR.

- IF ANCIENT CITY CONSTRUCTION SELF TERMINATES OR IS TERMINATED FROM THE JOB THE HOMEOWNER HAS 10 BUSINESS DAYS TO PAY FOR WHAT WAS DONE UP TO THAT POINT. AFTER 10 DAYS IF PAYMENT IS NOT RECEIVED NOTICE TO OWNER AND THE LEIN PAPERWORK WILL BE



STARTED.

- ANCIENT CITY CONSTRUCTION IS RESPONSIBLE FOR PAYMENT OF THE SUBCONTRACTORS.
- IF THERE IS A LIEN FILED BY A SUBCONTRACTOR THAT ANCIENT CITY CONSTRUCTION HIRES, ANCIENT CITY CONSTRUCTION IS FULLY RESPONSIBLE.
- ANCIENT CITY CONSTRUCTION WORK WITH THEIR SUBCONTRACTORS ONLY. ANCIENT CITY CONSTRUCTION DOES NOT HIRE OUT ON JOBS THROUGH HOMEOWNERS OR CONTRACTORS.
- ANCIENT CITY CONSTRUCTION HAS GREAT WORKING RELATIONSHIPS WITH THEIR SUBS AND ANCIENT CITY CONSTRUCTION HAS GREAT RESPECT AND TRUST IN THEIR SUBCONTRACTORS.
- ALL SUBCONTRACTORS ARE TO BE PAID ONLY BY ANCIENT CITY CONSTRUCTION.
- ANY DOWN PAYMENT MADE TO ANCIENT CITY CONSTRUCTION IS NON REFUNDABLE.

MATERIALS PURCHASED:

- ANY MATERIALS PURCHASED BY ANCIENT CITY CONSTRUCTION IS OWNED BY ANCIENT CITY CONSTRUCTION UNTIL THE CO. THIS IS TO INCLUDE ANY EXTRA BUILDING MATERIALS AFTER THE JOB IS COMPLETE. THE CONTRACTOR AUTOMATICALLY FIGURES FOR A 20% OR HIGHER OVERAGE PER ALL MATERIALS. THIS IS NON NEGOTIABLE.

- ANCIENT CITY CONSTRUCTION MATERIAL SUPPLIER " MANNING BUILDING SUPPLY", "84 LUMBER", " BUILDERS FIRST SOURCE" AUTOMATICALLY SENDS A NOTICE TO OWNER AFTER THEIR JOB IS OPENED ON A ACCOUNT. THIS IS A NORMAL PROCEDURE TO PROTECT THEMSELV FROM THE HOMEOWNER AND THE CONTRACTOR. THIS USUALLY HAPPENS AFTER THE MATERIALS ARE CHARGED 30-60 DAYS.

LIABILITY WAIVER:

- HOMEOWNER IS NOT TO PERFORM ANY WORK ON THE HOME / JOBSITE WHILE ANCIENT CITY CONSTRUCTION IS PERFORMING THEIR DUTIES UNLESS A WRITTEN REQUEST FROM THE HOMEOWNER TO ANCIENT CITY CONSTRUCTION IS GIVEN. ANCIENT CITY CONSTRUCTION IS NOT RESPONSIBLE FOR ANY WORK PERFORMED BY THE HOMEOWNER. ANCIENT CITY CONSTRUCTION HAS RIGHT TO REFUSAL.

WASTE MANAGEMENT:

- DUMPSTER & DUMP TRAILER FEES ARE NON NEGOTIABLE. DUMPSTER PRICES GO BY WEIGHT ADDITIONAL FEES ARE ADDED ON BY THE SUPPLIER AFTER PICK-UP.
- ANCIENT CITY CONSTRUCTION IS NOT RESPONSIBLE FOR ANY DAMAGE DURING PICK UP OR DROP OFF. THE DISPUTE IS BETWEEN THE HOMEOWNER AND THE SUPPLIER.
- HOMEOWNER IS RESPONSIBLE FOR ANY PROTECTANT PRIOR TO DUMPSTER DROP.
- DUMPSTER IS TO BE USED ONLY BY ANCIENT CITY CONSTRUCTION AND SUBCONTRACTORS.
- IF ILLEGAL DUMPING HAPPENS HOMEOWNER CAN BE HELD RESPONSIBLE FOR A ADDITIONAL DUMPSTER.
- Up to 500.00 PER DUMP FOR DUMP TRAILER- CONSTRUCTION DEBRIS ONLY.
- NOT TO INCLUDE DIRT OR CONCRETE.( Subject to change)
- 800 PER 20 YARD DUMPSTER- SAME APPLIES

•NO MATTER THE USE OR CONSUMPTION OF DEBRIS IN THE DUMPSTER THE HOMEOWNER WILL BE CHARGED AT THE CONTRACTORS DISCRETION.

#### CONTRACTS:

- ANCIENT CITY CONSTRUCTION HAS 2 FORMS OF CONTRACTS.
- COST PLUS - WHICH IS COST OF LABOR AND MATERIALS PLUS A PERCENTAGE.
- CONTRACTOR FEE - ANCIENT CITY CONSTRUCTION RECEIVES A LUMP SUM PAYMENT PLUS SUBCONTRACTORS FEE.
  
- ANCIENT CITY CONSTRUCTION HAS A ADMIN FEE THAT CONSIST ALL COMMUTES TO THE BUILDING DEPARTMENT. SUPPLY COORDINATE AND MANAGEMENT OF SUBCONTRACTORS.
  
- HOMEOWNER IS NOT TO HIRE ANY CONTRACTORS OR PEOPLE FOR THE DURATION OF THE CONTRACTORS PERMIT.
  
- CONTRACTOR IS TO HAVE FULL ACCESS TO HOME OR PROJECT AT ALL/ANY GIVEN TIME THROUGHOUT THE DURATION OF PROJECT UNTIL FINAL INSPECTION.
  
- COUNTY WILL CHARGE CONTRACTOR 150.00 FEE FOR EVERY TRIP TO PROJECT WHEN UNACCESSABLE.

#### Florida homeowners construction Recovery fund.

The Florida Homeowners' Construction Recovery Fund (Fund) was established in 1993 in order "to compensate consumers who suffer monetary damages as a result of certain violations by licensed contractors."<sup>1</sup> The Fund's legislative purpose is to "compensate an aggrieved claimant who contracted for the construction or improvement of the homeowner's residence<sup>2</sup> located within this state and who has obtained a final judgment in a court of competent jurisdiction, was awarded restitution by the Florida Construction Industry Licensing Board (CILB), or received an award in arbitration against a licensee based on specified acts."<sup>3</sup> The CILB is a professional licensing board within the Department of Business and Professional Regulation (DBPR).<sup>4</sup> The Fund provides a remedy for claimants that becomes available once the claimant has exhausted diligent efforts to seek reimbursement from the contractor.<sup>5</sup>

What is the Florida Homeowners' Construction Fund?

The Fund is a special account within the State of Florida's Professional Regulation Trust Fund funded by the allocation of 0.675 percent of all permit fees assessed by local governments with Florida Building Code enforcement authority.<sup>6</sup> It provides financial assistance to Florida

homeowners<sup>7</sup> who meet certain requirements. Today, the Fund covers contracts for residential work with Division I and Division II contractors licensed by the CILB. Division I contractors consist of general, residential, and building contractor licensees. Division II contractors consist of sheet metal, roofing, air conditioning, mechanical, pool and spa, plumbing, underground utility and excavation, solar, pollutant storage systems, and specialty contractors.<sup>8</sup> However, contracts with Division II contractors entered into between July 1, 2004, and July 1, 2016, are not covered by the Fund.<sup>9</sup>

#### How Do Homeowners Access the Fund?

There are only three ways for homeowners to gain access to the Fund: 1) obtaining a final judgment against a contractor in a civil proceeding that is based upon a specific violation of the licensing law or the lien law; 2) obtaining an arbitration award (which is typically confirmed and becomes a final judgment) against a contractor that is based upon a specific violation of the licensing law or the lien law; or 3) obtaining an order of restitution from the CILB through the disciplinary administrative process that is based upon a specific violation of the licensing law.<sup>10</sup> The final judgment, arbitration award, or CILB final order of restitution must directly arise from events or transactions that occurred when the contractor was licensed, must be based on acts set forth in F.S. §489.129(1)(g), (j), or (k), or F.S. §713.35,<sup>11</sup> and must specify the actual damages<sup>12</sup> that arose from the violation. Applications for recovery that meet the above criteria must be filed with the CILB within one year of the conclusion of any civil action, administrative action, or award in arbitration.<sup>13</sup>

The licensing violations upon which the final judgment, arbitration award, or order of restitution must be based on one of the following: 1) failing to remove construction liens on property for labor, services, or materials for which the contractor has been paid; 2) abandoning a project when the value of work is less than the amount paid; 3) cost overruns on the project that are not attributable to the owner; 4) abandoning a project without just cause or notice to the owner; or 5) issuing false lien releases or false statements regarding the existence of bonds or insurance.<sup>14</sup>

The CILB is charged with and authorized to administer the Fund.<sup>15</sup> Once a homeowner has obtained a judgment, arbitration award, or order of restitution, the homeowner submits a claim, and the Fund is accessed through an administrative procedure governed by the Florida Administrative Procedure Act (APA), codified in F.S. Ch. 120.<sup>16</sup> The administrative laws and rules that govern the Fund process will be discussed later in this article.

#### Accessing the Fund with a Civil Final Judgment

It is well established in Florida that the contractor licensing law, codified in F.S. Ch. 489, does not create a private right of action for a litigant.<sup>17</sup> Obtaining a civil final judgment that includes findings related to violations of the contractor licensing law that enables access to the Fund can be complicated. Many times, the acts or omissions that constitute a breach of contract claim against a contractor will also constitute the type of licensing violation that allows a claimant to access the Fund.

When evaluating a homeowner's civil case against a contractor, the evaluation should include whether the same facts support any of the violations that allow access to the Fund as identified in F.S. Ch. 489. For example, if there is an unjustified cessation of work, there may be an abandonment under F.S. §489.129(1)(j). If liens have been recorded and the contractor has been paid, there may be financial mismanagement consistent with F.S. §489.129(1)(g)(1). If work stopped and the contractor was overpaid, there may be financial mismanagement consistent with F.S. §489.129(1)(g)(2). If there were cost overruns not attributable to the homeowner, there



may be financial mismanagement consistent with F.S. §489.129(1)(g)(3). If the contractor has signed false releases or misrepresented the existence of bonds or insurance, there may be a violation consistent with F.S. §489.129(1)(k) and F.S. §713.35.

If any facts are present that are consistent with the specified licensing violations, they should be pled by framing the allegations to correspond to the statutory language, but there should not be a citation to the statute in the civil claim. If the statutory provision is cited, the risk arises that it may be considered an attempt to pursue a private cause of action against the contractor, which the law prohibits. If the facts are pled in the complaint as a basis for a breach of contract claim, and the case concludes with the entry of a final judgment, the facts that supported the civil claim and the licensing violation should be included in the final judgment. Further, the actual damages the homeowner suffered that directly arose from the violation, must be specified in the final judgment.<sup>18</sup>

Even though the Fund is a remedial act that should be liberally construed in favor of the claimant,<sup>19</sup> accessing the Fund can be a cumbersome process. Each claimant has the burden of proving his or her entitlement to recovery from the Fund.<sup>20</sup> While the Division of Administrative Hearings (DOAH) no longer has authority to hear Fund claims, guidance can be taken from DOAH recommended orders to discern the burden a claimant must meet to prove his or her entitlement to recover from the Fund. An analysis of DOAH-recommended orders reveals that if the facts that support the licensing violations allowing Fund access are apparent from the face of the final judgment, the administrative process to access the Fund will be much more straightforward.<sup>21</sup>

Similarly, DOAH-recommended orders have stated that if the facts supporting the licensing violations that allow Fund access are not apparent on the face of the final judgement, the homeowner must present sufficient evidence to establish the licensing violations.<sup>22</sup> The common trend among DOAH-recommended orders is that a final judgment should expressly state that it is based on an act that constitutes a licensing violation that allows access to the Fund, and it should state the actual damages suffered as a consequence of the licensing violation.<sup>23</sup>

In cases in which the final judgment was not sufficiently specific to ensure access to the Fund, administrative law judges (ALJ) have considered whether the allegations in the complaint refer to facts that support licensing violations that would allow access to the Fund.<sup>24</sup> However, having to present evidence of the underlying violations that support a civil final judgment is a more time consuming, difficult, costly, and uncertain process. Structuring the civil complaint so that the facts supporting the licensing violations are ultimately apparent on the face of the final judgment is the better practice.<sup>25</sup>

The DOAH cases also suggest that the final judgment cannot be the result of a stipulated agreement or settlement between the parties that does not show evidence of the assigned value of actual damages suffered as a result of the licensing violation.<sup>26</sup>

#### Accessing the Fund with an Arbitration Award

The same evaluation and efforts to structure a civil complaint and a final judgment should be utilized at the onset of arbitration proceedings. While the statute seemingly allows access to the Fund solely with an arbitration award, the arbitration award should be confirmed and converted to a final judgment for purposes of execution.<sup>27</sup> As a prerequisite to recovery, claimants are required to have unsuccessfully attempted to execute on the judgment.<sup>28</sup> Further, claimants are required to establish that "exhaustive efforts have been made to determine whether the contractor possesses any property or assets with which to satisfy the underlying judgment, order

of restitution, or award in arbitration, in whole or in part, and that no such property or assets have been identified or located.”<sup>29</sup> Confirming the arbitration award and converting the arbitration award to a final judgment allows the claimant to satisfy the requirement that attempts to collect on the underlying arbitration award have been unsuccessful.<sup>30</sup>

#### Accessing the Fund with an Order of Restitution from the CILB

The CILB has the authority to order restitution to a consumer<sup>31</sup> through the disciplinary process.<sup>32</sup> If a consumer files a complaint against the contractor’s license and it is prosecuted by the DBPR, a final order may, at the conclusion of the disciplinary process, be issued that imposes an order of restitution and discipline upon the contractor. The administrative complaint filed by the DBPR, which is the formal charging document against the contractor, must contain factual allegations that set forth violations of F.S. §489.129(1)(g), (j), or (k). The difference between the factual allegations in a civil judgment and the administrative complaint is that the administrative complaint will actually charge the contractor with violating F.S. §489.129(1)(g), (j), or (k) and will seek to impose discipline on the contractor for the statutory violation.

Once the CILB enters a final order imposing restitution and the appellate period has expired or been completed, the homeowner may file a separate claim with the Fund. Establishing that the order of restitution is based upon a violation of the licensing law that allows Fund access is a simpler process because the violations are specified on the face of the underlying administrative complaint.

#### What the Fund Will Pay

Since the creation of the fund in 1993, the maximum amount that the Fund will pay on behalf of a contractor has varied. Determining the amount a claimant may be entitled to is based upon the contract date<sup>33</sup> and the statute in effect at the time of the contract. Initially, the Fund would pay the unsatisfied portion of the judgment or the amount of the judgment, less post-judgment interest, up to \$25,000.<sup>34</sup> Additionally, payouts for claims that arose from the same transaction were limited to \$25,000 in the aggregate, regardless of the number of claimants involved in the transaction,<sup>35</sup> and payouts based upon judgments against a single contractor would not exceed \$50,000 in the aggregate.<sup>36</sup>

In 1996, the Florida Legislature amended the statute and increased Fund payouts based on judgments against a single contractor to \$100,000 in the aggregate.<sup>37</sup> In 1998, the Florida Legislature again amended the statute and increased Fund payouts against a single contractor to \$100,000 in the aggregate annually, with a total aggregate cap of \$250,000.<sup>38</sup> However, approved payouts that exceed the annual cap can be funded the following year up to the cap of \$250,000.<sup>39</sup>

In 2004, the Florida Legislature significantly amended the statute and removed Division II trade contractors from the definition of contractors subject to the Fund.<sup>40</sup> Any Fund claimants entering into contracts with Division II trade contractors after July 1, 2004, were no longer eligible to access the Fund, even if the claimant met all other criteria for recovery. Payouts from the Fund attributable to court costs, interest, attorneys’ fees, medical damages, and punitive damages were also expressly prohibited.<sup>41</sup> The 2004 amendment also increased the Fund payout to a single claimant from \$25,000 to \$50,000.<sup>42</sup> Additionally, Fund payments for each contract entered into after July 1, 2004, were limited to a total aggregate cap of \$500,000.<sup>43</sup>

For contracts entered into after July 1, 2016, claimants may only recover the amount equal to the judgment, award, restitution order, or \$25,000, whichever is less, or an amount equal to the unsatisfied portion of the judgment, award, or restitution order, but only to the amount of actual damages,<sup>44</sup> and only to the maximum of \$25,000 for Division I contractors, and \$15,000 for

Division II contractors.<sup>45</sup> Fund payments cannot exceed the total aggregate for each contractor, and the total aggregate Division I payout remains \$500,000, and Division II claims for contracts entered into after July 1, 2016, are limited to \$150,000.<sup>46</sup>

#### The Administrative Process to Access the Fund

Once a claimant files an application for recovery from the Fund, procedural due process protections apply, and the procedure is governed by F.S. Ch. 120, the Administrative Procedure Act (APA).<sup>47</sup> Initially, a claim is filed with the Fund utilizing a form that is specified by CILB rule.<sup>48</sup> The claim form must be accompanied by a copy of a) the civil complaint, the administrative complaint, or the arbitration petition; b) a certified copy of the civil judgment, CILB restitution order, or arbitration award; c) a copy of the claimant's contract and change orders; d) proof of payment to the contractor or subcontractors; e) copies of notices to owner, recorded construction liens, satisfactions, or releases of lien; f) copies of payment or performance bonds, warranties, letters of credit, and insurance policies, if applicable; g) certified copies of levy and execution documents, and documentation establishing unsuccessful efforts to collect the judgment or restitution order.<sup>49</sup>

Upon receipt of the fully completed claim form, the CILB will issue a notice of hearing to the claimant and the contractor,<sup>50</sup> no less than 14 days prior to the hearing.<sup>51</sup> The notice will provide the date, time, and location and the intended action of the Fund.<sup>52</sup> The contractor's substantial interests are affected because upon the Fund's payment to the claimant, the contractor's license will immediately be suspended, and it will remain suspended until the contractor reimburses the Fund.<sup>53</sup> The claimant's substantial interests are affected because of the potential for monetary recovery from the Fund.

F.S. §489.142(2) requires the Fund to conduct the hearing in accordance with F.S. §120.569 and §120.57(2). F.S. §120.569 and §120.57(2) procedures apply when the substantial interests of the contractor and the claimant are determined by the agency. F.S. §120.57(2) requires the agency to review the written record in support of the Fund claim and allow the claimant, contractor, or counsel to "present to the agency or hearing officer written or oral evidence in opposition to the action of the agency or to its refusal to act, or a written statement challenging the grounds upon which the agency has chosen to justify its action or inaction."<sup>54</sup>

The hearing before the Fund is the only opportunity a claimant and a contractor have to be heard by the Fund. F.S. §120.57(2) hearings are administrative hearings that do not involve disputed issues of material facts. Traditionally, if a disputed issue of fact arises during a hearing, either party could request that the informal hearing terminate and be forwarded to DOAH for a formal hearing involving disputed issues of material fact, pursuant to F.S. §120.57(1).<sup>55</sup> However, the F.S. §120.57(2) hearings before the Fund no longer permit either party to terminate the hearing and proceed to a hearing involving disputed issues of fact before DOAH. F.S. §489.142(3) provides, in relevant part: "Notwithstanding any other provision of law, board hearings on claims shall be conducted in accordance with ss. 120.569 and 120.57(2)...Orders of the board denying or awarding funds to a claimant constitute final orders that may be appealed in accordance with s. 120.68."

Because there is no longer an opportunity for a hearing involving disputed issues of fact before an ALJ, it is extremely important to ensure that the record before the Fund is thorough and complete so the record on appeal is thorough and complete. Barring some procedural error that allows the Fund to reconsider its determination, there will not be an opportunity to supplement the record before the Fund once the Fund conducts the hearing and the CILB enters a final order.<sup>56</sup>

In conclusion, the Fund is a resource available to homeowners that in some instances may provide the only source of recovery. The Fund will pay a valid claim even if the contractor declares bankruptcy.<sup>57</sup> In any arbitration or civil case involving a homeowner and a contractor, potential access to the Fund should be evaluated by both the homeowner and the contractor's counsel at the outset of representation. If the facts support potential Fund access, the cause of action should include specific factual claims that will increase the likelihood of gaining access to the Fund. The Fund may not reimburse the homeowner for all losses, but any recovery is better than no recovery.

1 Free v. Constr. Indus. Recovery Fund, 729 So. 2d 980, 981 (Fla. 2d DCA 1999); Fla. Stat. §489.1401(2).

2 Fla. Stat. §489.1402(1)(i) defines a "residence" as a single-family home, an individual residential condominium or cooperative unit, or a residential building with no more than two residential units, in which the homeowner resides six months of each year.

3 Fla. Stat. §489.1401(2).

4 Fla. Stat. §20.165.

5 Fla. Stat. §489.141; see Chappell v. Constr. Indus. Recovery Fund, 835 So. 2d 339, 340 (Fla. 3d DCA 2003).

6 Fla. Stat. §§489.140 and 468.631(1) (A surcharge of 1.5 percent is assessed to all permit fees by local governments with Florida Building Code enforcement authority. Each unit of government responsible for collecting such permit fees retains 10 percent of the surcharge "collected to fund the participation of building departments in the national and state building code adoption processes and to provide education related to enforcement of the Florida Building Code." The remainder of the surcharge is distributed equally to the Fund and to the Building Code Administrators and Inspectors Board.).

7 Fla. Stat. §489.1402(1)(c) defines a fund claimant as a homeowner. This disqualifies residential renters and commercial projects from the Fund.

8 Division I contractors are defined in Fla. Stat. §489.105(3)(a)-(c) and Division II contractors are defined in §489.105(3)(d)-(q).

9 Effective July 1, 2004, the definition of "contractor" for Fund purposes, set forth in Fla. Stat. §489.1402(1)(d), was amended to apply only to Division I contractors performing services set forth §489.105(3)(a)-(c). See Ch. 2004-84, 2004 Fla. Laws 2132. Effective July 1, 2016, the definition of contractor for Fund purposes set forth in Fla. Stat. §489.1402(1)(d) was amended to apply to Division I and Division II contractors performing services set forth §489.105(3). See Ch. 2016-129, 2016 Fla. Laws 535 (to be codified at various provisions of Fla. Stat. Ch. 489).

10 Fla. Stat. §489.141(1)(a).

11 Fla. Stat. §489.141(1)(b).

12 "Actual [d]amages' as used in [F.S. §]489.143(2)...shall mean the general measure of damages suffered as a direct result of a licensee's violation of [F.S. §]489.129(1)(g), (j), (k), or 713.35...for failing to perform a construction contract. Actual [d]amages are calculated as the difference between the contract price, together with the change orders, and the cost of construction completion by another builder, where the cost of completion is for the same scope of work and materials set out in the original contract. However, if the claimant has paid a deposit or down payment and no actual work is performed or materials are delivered, actual damages shall not exceed the exact dollar amount of the deposit or down payment." Fla. Admin. Code R. 61 G4-21.002(6).

13 Fla. Stat. §489.141(1)(f). Stasinos v. State, Dept. of Bus. & Prof'l Regulation, 41 Fla. L. Weekly

D317, D318 (Fla. 4th DCA 2016) (holding that a Fund claim filed within one year of the discharge of the contractor's bankruptcy proceeding was timely).

14 Fla. Stat. §489.129(1)(g), (j), (k); Fla. Stat. §713.35.

15 Fla. Stat. §489.142(1).

16 Fla. Stat. §489.142(2)-(3).

17 *Murthy v. N. Sinha Corp.*, 644 So. 2d 983 (Fla. 1994); *Seabridge, Inc. v. Superior Kitchens, Inc.*, 672 So. 2d 848 (Fla. 4th DCA 1996); *Evans v. Taylor*, 711 So. 2d 1317 (Fla. 3d DCA 1998); *Scherer v. Villas Del Verde Homeowners Ass'n, Inc.*, 55 So. 3d 602 (Fla. 2d DCA 2011); *Millette v. DEK Techs., Inc.*, No. 08-60639-CV, 2009 WL 3242010 (S.D. Fla. Oct. 6, 2009); see *Finkle v. Mayerchak*, 578 So. 2d 396 (Fla. 3d DCA 1991).

18 Fla. Stat. §489.141(1)(d).

19 *Chappell*, 835 So. 2d at 340.

20 *Larry E. Shimkus v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case Nos. 03-3540, etc. (DOAH Feb. 17, 2004) adopted in part and modified in part by Final Order No. 2004-02092 (DBPR June 2, 2004); see *Dep't of Transp. v. J.W.C. Co.*, 396 So. 2d 778 (Fla. 1st DCA 1981).

21 See *Simonelli v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, 958 So. 2d 1125 (Fla. 2d DCA 2007); see also *Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd. v. Ronald Lee Frazier*, Case Nos. 98-5212, etc. (DOAH Dec. 21, 2001; DBPR Jan. 23, 2001 & Oct. 22, 2002).

22 Fla. Admin. Code R. 61G4-21.003.

23 *Charles Powell and Norma R. Powell v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 04-1066 (DOAH July 30, 2004), adopted in part and modified in part by Final Order No. 2005-01180 (DBPR Mar. 10, 2005); *James E. Cathey, d/b/a Cathey Constr. Co., Inc., v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd. & Timothy & Lee Ann Golden*, Case No. 99-4888 (DOAH June 28, 2000), adopted in part and modified in part by Final Order No. 2001-00225 (DBPR Jan. 18, 2001).

24 *Christopher P. Kiselius v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case Nos. 99-1665, etc. (DOAH Aug. 31, 2000), adopted in part and modified in part by Final Order No. 2001-00867 (DBPR Mar. 6, 2001); *Larry E. Shimkus*, Case Nos. 03-3540, etc.; *James E. Cathey, d/b/a Cathey Constr. Co., Inc.*, Case No. 99-4888.

25 Similar considerations should be taken by the practitioner when the goal is to access similar remedial funds based upon a final judgment, such as the Real Estate Recovery Fund, Fla. Stat. §485.482; Mortgage Guaranty Trust Fund, Fla. Stat. §494.00173; Securities Guaranty Fund, Fla. Stat. §517.131; and Auctioneer Recovery Fund, Fla. Stat. §468.393.

26 *Karen W. Scragg v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 04-2076 (DOAH Nov. 18, 2004; DBPR May 4, 2005); *James E. Cathey, d/b/a Cathey Constr. Co., Inc.*, Case No. 99-4888 ("If the Fund were to make payment based on a stipulated [f]inal [j]udgment that is not 'expressly based' on a [licensing violation that allows access to the Fund] and the [contractor's] license were suspended, [the contractor] would face denial of a valuable property interest in his license to earn a living without ever admitting to the violation and without receiving a fair hearing to determine, by clear and convincing evidence whether he or she violated [the construction licensing law]."); see also *Stephen A. Humphrey v. Robert P. Ryan, Jr., d/b/a Personalized Homes of Brevard, Inc., & Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 01-4668 (DOAH Apr. 29, 2002; DBPR Sept. 15, 2000) (A claimant is precluded access to the Fund where the stipulated final judgment between the parties is based upon a settlement that prohibits the claimant from pursuing any claims against the license of

the qualifying agent with the CILB, but allows for the claimant to pursue recovery from the Fund.).

27 Fla. Stat. §§682.12 and 682.15.

28 Fla. Stat. §§489.141(1) and 489.141(2).

29 Fla. Admin. Code R. 61G4-21.002.

30 See Fla. Stat. §489.141.

31 Fla. Stat. §489.129(1) provides that the CILB may place a contractor on probation, impose a reprimand, revoke, suspend, or deny the issuance or renewal of a license, require financial restitution to a consumer for financial harm directly related to a violation of Fla. Stat. Ch. 489 or Ch. 455, impose an administrative fine up to \$10,000 per violation, require additional continuing education, and assess costs associated with investigation and prosecution.

32 Fla. Stat. §455.225 sets forth the investigative and prosecutorial authority for the DBPR and the CILB.

33 Chappell, 835 So. 2d at 340 (Fla. 3d DCA 2003) (For purposes of the Fund, the contract date is determined as the date contractual undertakings are entered into whether done in the form of a free-standing contract or in the form of a change order.).

34 Fla. Stat. §489.143(1) (1993).

35 Fla. Stat. §489.143(3) (1993).

36 Fla. Stat. §489.143(4) (1993).

37 Fla. Stat. §489.143(4) (1996).

38 Fla. Stat. §489.143(4) (1998).

39 Id.

40 Fla. Stat. §489.1402(1)(d) (2004), revised the definition of “contractor” for Fund purposes to be only Division I contractors performing services described in §489.105(3)(a)-(c).

41 Fla. Stat. §489.143(2) (2004).

42 Id.

43 Fla. Stat. §489.143(5) (2004).

44 Fla. Stat. §489.143(2).

45 Fla. Stat. §489.143(3) (2016).

46 Fla. Stat. §489.143(6) (2016).

47 Fla. Stat. §489.142.

48 Fla. Admin. Code R. 61G4-21.003(1).

49 Fla. Stat. §489.141(3) provides that CILB may specify by rule the documentation required to file a claim.

50 Ryan v. Florida Dep’t of Bus. & Prof’l Regulation, 798 So. 2d 36 (Fla. 4th DCA 2001).

51 Fla. Stat. §489.142(2).

52 Rodriguez v. Dep’t of Bus. & Prof’l Regulation, Const. Indus. Licensing Bd., 985 So. 2d 682, 684 (Fla. 4th DCA 2008) (discussing the requirements for proper notice).

53 Fla. Stat. §489.143(9) provides: “Upon the payment of any amount from the recovery fund in settlement of a claim in satisfaction of a judgment, award, or restitution order against a licensee as described in s. 489.141, the license of such licensee shall be automatically suspended, without further administrative action, upon the date of payment from the fund. The license of such licensee may not be reinstated until he or she has repaid in full, plus interest, the amount paid from the fund. A discharge of bankruptcy does not relieve a person from the penalties and disabilities provided in this section.”

54 Fla. Stat. §120.57(2)(a)(2).

55 Fla. Stat. §120.569(1).

56 The power to move for reconsideration


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John Antonio SR , 9046699401

Kathleen Antonio, 9046698593

Jacob Antonio , 9046715310

Ancient City Construction INC.

A handwritten signature in black ink, appearing to read 'John Antonio', with a long horizontal flourish extending to the right.

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Signed on: 07/22/2022

John Antonio

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Jim Schieszer

# ESTIMATE



## Prepared For

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

## Ancient City Construction, Inc.

2614 Joe Ashton Rd, / Lic# CRC1327411  
Saint Augustine, FL 32092  
Phone: +904-808-7333 or 904-342-8169  
Email: [ancientcityconstruction@gmail.com](mailto:ancientcityconstruction@gmail.com)  
Web: [www.ancientcityconstruction.com](http://www.ancientcityconstruction.com)

Estimate # 277  
Date 07/19/2022  
Business / Tax # 59-3412504

## Description

## Total

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Door Installation	\$10,200.00
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- Upon arrival at job site , contractor discovered both wood male and female doors are starting to rot and and coming apart. Both sides of each door jamb on both bathrooms have repair work previously done because of water damage. Contractor thinks this can last , but not for a long term duration.

- All new door installation includes :

- Remove existing bathroom door systems , interior trims and exterior trims.

- Remove deadbolts and door closure systems.

- Install (2) 3-0 x 8-0 door system, mens door system RH inswing, females LH inswing.

- Door systems to be composite jambs , doors to be smooth fiberglass, door design to be two panel ( similar to original doors ). Hinges to be stainless steel (4).

- Reuse Door all door components , unless otherwise noted.

- Clean all the following:

- Copper push and pulls on both sides.

- Copper kick plates on both sides.

- Copper dead bolt.

- Door trims to include PVC brick mould on exterior.

- Door trims to include 1x6 trims on interior.



- Contractor to caulk , paint doors , trims and interior return stucco.
  - Riverside Managment Services to provide all paint colors to Contractor.
  - Labor and materials
- 

<b>Subtotal</b>	\$10,200.00
<b>Total</b>	<b>\$10,200.00</b>

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**Notes:**

\* Note\* Ancient City Construction is not responsible for installation of any door security sensors. Management is responsible for all new or existing security system sensors for doors.







## FLORIDA CONSTRUCTION LIEN LAW

### 713.015 Mandatory provisions for direct contracts.—

(1) Any direct contract greater than \$2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.

(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.

(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

### STANDARD ORDER OF OPERATION:

- ANCIENT CITY CONSTRUCTION WILL PRODUCE THE CERTIFICATE OF OCCUPANCY "CO" PER FLORIDA REGULATION UPON FINAL INSPECTION APPROVAL AND FINAL PAYMENT TO THE CONTRACTOR.

- IF ANCIENT CITY CONSTRUCTION SELF TERMINATES OR IS TERMINATED FROM THE JOB THE HOMEOWNER HAS 10 BUSINESS DAYS TO PAY FOR WHAT WAS DONE UP TO THAT POINT. AFTER 10 DAYS IF PAYMENT IS NOT RECEIVED NOTICE TO OWNER AND THE LEIN PAPERWORK WILL BE



STARTED.

- ANCIENT CITY CONSTRUCTION IS RESPONSIBLE FOR PAYMENT OF THE SUBCONTRACTORS.
- IF THERE IS A LIEN FILED BY A SUBCONTRACTOR THAT ANCIENT CITY CONSTRUCTION HIRES, ANCIENT CITY CONSTRUCTION IS FULLY RESPONSIBLE.
- ANCIENT CITY CONSTRUCTION WORK WITH THEIR SUBCONTRACTORS ONLY. ANCIENT CITY CONSTRUCTION DOES NOT HIRE OUT ON JOBS THROUGH HOMEOWNERS OR CONTRACTORS.
- ANCIENT CITY CONSTRUCTION HAS GREAT WORKING RELATIONSHIPS WITH THEIR SUBS AND ANCIENT CITY CONSTRUCTION HAS GREAT RESPECT AND TRUST IN THEIR SUBCONTRACTORS.
- ALL SUBCONTRACTORS ARE TO BE PAID ONLY BY ANCIENT CITY CONSTRUCTION.
- ANY DOWN PAYMENT MADE TO ANCIENT CITY CONSTRUCTION IS NON REFUNDABLE.

MATERIALS PURCHASED:

- ANY MATERIALS PURCHASED BY ANCIENT CITY CONSTRUCTION IS OWNED BY ANCIENT CITY CONSTRUCTION UNTIL THE CO. THIS IS TO INCLUDE ANY EXTRA BUILDING MATERIALS AFTER THE JOB IS COMPLETE. THE CONTRACTOR AUTOMATICALLY FIGURES FOR A 20% OR HIGHER OVERAGE PER ALL MATERIALS. THIS IS NON NEGOTIABLE.

- ANCIENT CITY CONSTRUCTION MATERIAL SUPPLIER " MANNING BUILDING SUPPLY", "84 LUMBER", " BUILDERS FIRST SOURCE" AUTOMATICALLY SENDS A NOTICE TO OWNER AFTER THEIR JOB IS OPENED ON A ACCOUNT. THIS IS A NORMAL PROCEDURE TO PROTECT THEMSELV FROM THE HOMEOWNER AND THE CONTRACTOR. THIS USUALLY HAPPENS AFTER THE MATERIALS ARE CHARGED 30-60 DAYS.

LIABILITY WAIVER:

- HOMEOWNER IS NOT TO PERFORM ANY WORK ON THE HOME / JOBSITE WHILE ANCIENT CITY CONSTRUCTION IS PERFORMING THEIR DUTIES UNLESS A WRITTEN REQUEST FROM THE HOMEOWNER TO ANCIENT CITY CONSTRUCTION IS GIVEN. ANCIENT CITY CONSTRUCTION IS NOT RESPONSIBLE FOR ANY WORK PERFORMED BY THE HOMEOWNER. ANCIENT CITY CONSTRUCTION HAS RIGHT TO REFUSAL.

WASTE MANAGEMENT:

- DUMPSTER & DUMP TRAILER FEES ARE NON NEGOTIABLE. DUMPSTER PRICES GO BY WEIGHT ADDITIONAL FEES ARE ADDED ON BY THE SUPPLIER AFTER PICK-UP.
- ANCIENT CITY CONSTRUCTION IS NOT RESPONSIBLE FOR ANY DAMAGE DURING PICK UP OR DROP OFF. THE DISPUTE IS BETWEEN THE HOMEOWNER AND THE SUPPLIER.
- HOMEOWNER IS RESPONSIBLE FOR ANY PROTECTANT PRIOR TO DUMPSTER DROP.
- DUMPSTER IS TO BE USED ONLY BY ANCIENT CITY CONSTRUCTION AND SUBCONTRACTORS.
- IF ILLEGAL DUMPING HAPPENS HOMEOWNER CAN BE HELD RESPONSIBLE FOR A ADDITIONAL DUMPSTER.
- Up to 500.00 PER DUMP FOR DUMP TRAILER- CONSTRUCTION DEBRIS ONLY.
- NOT TO INCLUDE DIRT OR CONCRETE.( Subject to change)
- 800 PER 20 YARD DUMPSTER- SAME APPLIES

•NO MATTER THE USE OR CONSUMPTION OF DEBRIS IN THE DUMPSTER THE HOMEOWNER WILL BE CHARGED AT THE CONTRACTORS DISCRETION.

#### CONTRACTS:

- ANCIENT CITY CONSTRUCTION HAS 2 FORMS OF CONTRACTS.
- COST PLUS - WHICH IS COST OF LABOR AND MATERIALS PLUS A PERCENTAGE.
- CONTRACTOR FEE - ANCIENT CITY CONSTRUCTION RECEIVES A LUMP SUM PAYMENT PLUS SUBCONTRACTORS FEE.
  
- ANCIENT CITY CONSTRUCTION HAS A ADMIN FEE THAT CONSIST ALL COMMUTES TO THE BUILDING DEPARTMENT. SUPPLY COORDINATE AND MANAGEMENT OF SUBCONTRACTORS.
  
- HOMEOWNER IS NOT TO HIRE ANY CONTRACTORS OR PEOPLE FOR THE DURATION OF THE CONTRACTORS PERMIT.
  
- CONTRACTOR IS TO HAVE FULL ACCESS TO HOME OR PROJECT AT ALL/ANY GIVEN TIME THROUGHOUT THE DURATION OF PROJECT UNTIL FINAL INSPECTION.
  
- COUNTY WILL CHARGE CONTRACTOR 150.00 FEE FOR EVERY TRIP TO PROJECT WHEN UNACCESSABLE.

Florida homeowners construction Recovery fund.

The Florida Homeowners' Construction Recovery Fund (Fund) was established in 1993 in order "to compensate consumers who suffer monetary damages as a result of certain violations by licensed contractors."<sup>1</sup> The Fund's legislative purpose is to "compensate an aggrieved claimant who contracted for the construction or improvement of the homeowner's residence<sup>2</sup> located within this state and who has obtained a final judgment in a court of competent jurisdiction, was awarded restitution by the Florida Construction Industry Licensing Board (CILB), or received an award in arbitration against a licensee based on specified acts."<sup>3</sup> The CILB is a professional licensing board within the Department of Business and Professional Regulation (DBPR).<sup>4</sup> The Fund provides a remedy for claimants that becomes available once the claimant has exhausted diligent efforts to seek reimbursement from the contractor.<sup>5</sup>

What is the Florida Homeowners' Construction Fund?

The Fund is a special account within the State of Florida's Professional Regulation Trust Fund funded by the allocation of 0.675 percent of all permit fees assessed by local governments with Florida Building Code enforcement authority.<sup>6</sup> It provides financial assistance to Florida

homeowners<sup>7</sup> who meet certain requirements. Today, the Fund covers contracts for residential work with Division I and Division II contractors licensed by the CILB. Division I contractors consist of general, residential, and building contractor licensees. Division II contractors consist of sheet metal, roofing, air conditioning, mechanical, pool and spa, plumbing, underground utility and excavation, solar, pollutant storage systems, and specialty contractors.<sup>8</sup> However, contracts with Division II contractors entered into between July 1, 2004, and July 1, 2016, are not covered by the Fund.<sup>9</sup>

#### How Do Homeowners Access the Fund?

There are only three ways for homeowners to gain access to the Fund: 1) obtaining a final judgment against a contractor in a civil proceeding that is based upon a specific violation of the licensing law or the lien law; 2) obtaining an arbitration award (which is typically confirmed and becomes a final judgment) against a contractor that is based upon a specific violation of the licensing law or the lien law; or 3) obtaining an order of restitution from the CILB through the disciplinary administrative process that is based upon a specific violation of the licensing law.<sup>10</sup> The final judgment, arbitration award, or CILB final order of restitution must directly arise from events or transactions that occurred when the contractor was licensed, must be based on acts set forth in F.S. §489.129(1)(g), (j), or (k), or F.S. §713.35,<sup>11</sup> and must specify the actual damages<sup>12</sup> that arose from the violation. Applications for recovery that meet the above criteria must be filed with the CILB within one year of the conclusion of any civil action, administrative action, or award in arbitration.<sup>13</sup>

The licensing violations upon which the final judgment, arbitration award, or order of restitution must be based on one of the following: 1) failing to remove construction liens on property for labor, services, or materials for which the contractor has been paid; 2) abandoning a project when the value of work is less than the amount paid; 3) cost overruns on the project that are not attributable to the owner; 4) abandoning a project without just cause or notice to the owner; or 5) issuing false lien releases or false statements regarding the existence of bonds or insurance.<sup>14</sup>

The CILB is charged with and authorized to administer the Fund.<sup>15</sup> Once a homeowner has obtained a judgment, arbitration award, or order of restitution, the homeowner submits a claim, and the Fund is accessed through an administrative procedure governed by the Florida Administrative Procedure Act (APA), codified in F.S. Ch. 120.<sup>16</sup> The administrative laws and rules that govern the Fund process will be discussed later in this article.

#### Accessing the Fund with a Civil Final Judgment

It is well established in Florida that the contractor licensing law, codified in F.S. Ch. 489, does not create a private right of action for a litigant.<sup>17</sup> Obtaining a civil final judgment that includes findings related to violations of the contractor licensing law that enables access to the Fund can be complicated. Many times, the acts or omissions that constitute a breach of contract claim against a contractor will also constitute the type of licensing violation that allows a claimant to access the Fund.

When evaluating a homeowner's civil case against a contractor, the evaluation should include whether the same facts support any of the violations that allow access to the Fund as identified in F.S. Ch. 489. For example, if there is an unjustified cessation of work, there may be an abandonment under F.S. §489.129(1)(j). If liens have been recorded and the contractor has been paid, there may be financial mismanagement consistent with F.S. §489.129(1)(g)(1). If work stopped and the contractor was overpaid, there may be financial mismanagement consistent with F.S. §489.129(1)(g)(2). If there were cost overruns not attributable to the homeowner, there



may be financial mismanagement consistent with F.S. §489.129(1)(g)(3). If the contractor has signed false releases or misrepresented the existence of bonds or insurance, there may be a violation consistent with F.S. §489.129(1)(k) and F.S. §713.35.

If any facts are present that are consistent with the specified licensing violations, they should be pled by framing the allegations to correspond to the statutory language, but there should not be a citation to the statute in the civil claim. If the statutory provision is cited, the risk arises that it may be considered an attempt to pursue a private cause of action against the contractor, which the law prohibits. If the facts are pled in the complaint as a basis for a breach of contract claim, and the case concludes with the entry of a final judgment, the facts that supported the civil claim and the licensing violation should be included in the final judgment. Further, the actual damages the homeowner suffered that directly arose from the violation, must be specified in the final judgment.<sup>18</sup>

Even though the Fund is a remedial act that should be liberally construed in favor of the claimant,<sup>19</sup> accessing the Fund can be a cumbersome process. Each claimant has the burden of proving his or her entitlement to recovery from the Fund.<sup>20</sup> While the Division of Administrative Hearings (DOAH) no longer has authority to hear Fund claims, guidance can be taken from DOAH recommended orders to discern the burden a claimant must meet to prove his or her entitlement to recover from the Fund. An analysis of DOAH-recommended orders reveals that if the facts that support the licensing violations allowing Fund access are apparent from the face of the final judgment, the administrative process to access the Fund will be much more straightforward.<sup>21</sup>

Similarly, DOAH-recommended orders have stated that if the facts supporting the licensing violations that allow Fund access are not apparent on the face of the final judgement, the homeowner must present sufficient evidence to establish the licensing violations.<sup>22</sup> The common trend among DOAH-recommended orders is that a final judgment should expressly state that it is based on an act that constitutes a licensing violation that allows access to the Fund, and it should state the actual damages suffered as a consequence of the licensing violation.<sup>23</sup>

In cases in which the final judgment was not sufficiently specific to ensure access to the Fund, administrative law judges (ALJ) have considered whether the allegations in the complaint refer to facts that support licensing violations that would allow access to the Fund.<sup>24</sup> However, having to present evidence of the underlying violations that support a civil final judgment is a more time consuming, difficult, costly, and uncertain process. Structuring the civil complaint so that the facts supporting the licensing violations are ultimately apparent on the face of the final judgment is the better practice.<sup>25</sup>

The DOAH cases also suggest that the final judgment cannot be the result of a stipulated agreement or settlement between the parties that does not show evidence of the assigned value of actual damages suffered as a result of the licensing violation.<sup>26</sup>

#### Accessing the Fund with an Arbitration Award

The same evaluation and efforts to structure a civil complaint and a final judgment should be utilized at the onset of arbitration proceedings. While the statute seemingly allows access to the Fund solely with an arbitration award, the arbitration award should be confirmed and converted to a final judgment for purposes of execution.<sup>27</sup> As a prerequisite to recovery, claimants are required to have unsuccessfully attempted to execute on the judgment.<sup>28</sup> Further, claimants are required to establish that "exhaustive efforts have been made to determine whether the contractor possesses any property or assets with which to satisfy the underlying judgment, order

of restitution, or award in arbitration, in whole or in part, and that no such property or assets have been identified or located.”<sup>29</sup> Confirming the arbitration award and converting the arbitration award to a final judgment allows the claimant to satisfy the requirement that attempts to collect on the underlying arbitration award have been unsuccessful.<sup>30</sup>

#### Accessing the Fund with an Order of Restitution from the CILB

The CILB has the authority to order restitution to a consumer<sup>31</sup> through the disciplinary process.<sup>32</sup> If a consumer files a complaint against the contractor’s license and it is prosecuted by the DBPR, a final order may, at the conclusion of the disciplinary process, be issued that imposes an order of restitution and discipline upon the contractor. The administrative complaint filed by the DBPR, which is the formal charging document against the contractor, must contain factual allegations that set forth violations of F.S. §489.129(1)(g), (j), or (k). The difference between the factual allegations in a civil judgment and the administrative complaint is that the administrative complaint will actually charge the contractor with violating F.S. §489.129(1)(g), (j), or (k) and will seek to impose discipline on the contractor for the statutory violation.

Once the CILB enters a final order imposing restitution and the appellate period has expired or been completed, the homeowner may file a separate claim with the Fund. Establishing that the order of restitution is based upon a violation of the licensing law that allows Fund access is a simpler process because the violations are specified on the face of the underlying administrative complaint.

#### What the Fund Will Pay

Since the creation of the fund in 1993, the maximum amount that the Fund will pay on behalf of a contractor has varied. Determining the amount a claimant may be entitled to is based upon the contract date<sup>33</sup> and the statute in effect at the time of the contract. Initially, the Fund would pay the unsatisfied portion of the judgment or the amount of the judgment, less post-judgment interest, up to \$25,000.<sup>34</sup> Additionally, payouts for claims that arose from the same transaction were limited to \$25,000 in the aggregate, regardless of the number of claimants involved in the transaction,<sup>35</sup> and payouts based upon judgments against a single contractor would not exceed \$50,000 in the aggregate.<sup>36</sup>

In 1996, the Florida Legislature amended the statute and increased Fund payouts based on judgments against a single contractor to \$100,000 in the aggregate.<sup>37</sup> In 1998, the Florida Legislature again amended the statute and increased Fund payouts against a single contractor to \$100,000 in the aggregate annually, with a total aggregate cap of \$250,000.<sup>38</sup> However, approved payouts that exceed the annual cap can be funded the following year up to the cap of \$250,000.<sup>39</sup>

In 2004, the Florida Legislature significantly amended the statute and removed Division II trade contractors from the definition of contractors subject to the Fund.<sup>40</sup> Any Fund claimants entering into contracts with Division II trade contractors after July 1, 2004, were no longer eligible to access the Fund, even if the claimant met all other criteria for recovery. Payouts from the Fund attributable to court costs, interest, attorneys’ fees, medical damages, and punitive damages were also expressly prohibited.<sup>41</sup> The 2004 amendment also increased the Fund payout to a single claimant from \$25,000 to \$50,000.<sup>42</sup> Additionally, Fund payments for each contract entered into after July 1, 2004, were limited to a total aggregate cap of \$500,000.<sup>43</sup>

For contracts entered into after July 1, 2016, claimants may only recover the amount equal to the judgment, award, restitution order, or \$25,000, whichever is less, or an amount equal to the unsatisfied portion of the judgment, award, or restitution order, but only to the amount of actual damages,<sup>44</sup> and only to the maximum of \$25,000 for Division I contractors, and \$15,000 for

Division II contractors.<sup>45</sup> Fund payments cannot exceed the total aggregate for each contractor, and the total aggregate Division I payout remains \$500,000, and Division II claims for contracts entered into after July 1, 2016, are limited to \$150,000.<sup>46</sup>

#### The Administrative Process to Access the Fund

Once a claimant files an application for recovery from the Fund, procedural due process protections apply, and the procedure is governed by F.S. Ch. 120, the Administrative Procedure Act (APA).<sup>47</sup> Initially, a claim is filed with the Fund utilizing a form that is specified by CILB rule.<sup>48</sup> The claim form must be accompanied by a copy of a) the civil complaint, the administrative complaint, or the arbitration petition; b) a certified copy of the civil judgment, CILB restitution order, or arbitration award; c) a copy of the claimant's contract and change orders; d) proof of payment to the contractor or subcontractors; e) copies of notices to owner, recorded construction liens, satisfactions, or releases of lien; f) copies of payment or performance bonds, warranties, letters of credit, and insurance policies, if applicable; g) certified copies of levy and execution documents, and documentation establishing unsuccessful efforts to collect the judgment or restitution order.<sup>49</sup>

Upon receipt of the fully completed claim form, the CILB will issue a notice of hearing to the claimant and the contractor,<sup>50</sup> no less than 14 days prior to the hearing.<sup>51</sup> The notice will provide the date, time, and location and the intended action of the Fund.<sup>52</sup> The contractor's substantial interests are affected because upon the Fund's payment to the claimant, the contractor's license will immediately be suspended, and it will remain suspended until the contractor reimburses the Fund.<sup>53</sup> The claimant's substantial interests are affected because of the potential for monetary recovery from the Fund.

F.S. §489.142(2) requires the Fund to conduct the hearing in accordance with F.S. §120.569 and §120.57(2). F.S. §120.569 and §120.57(2) procedures apply when the substantial interests of the contractor and the claimant are determined by the agency. F.S. §120.57(2) requires the agency to review the written record in support of the Fund claim and allow the claimant, contractor, or counsel to "present to the agency or hearing officer written or oral evidence in opposition to the action of the agency or to its refusal to act, or a written statement challenging the grounds upon which the agency has chosen to justify its action or inaction."<sup>54</sup>

The hearing before the Fund is the only opportunity a claimant and a contractor have to be heard by the Fund. F.S. §120.57(2) hearings are administrative hearings that do not involve disputed issues of material facts. Traditionally, if a disputed issue of fact arises during a hearing, either party could request that the informal hearing terminate and be forwarded to DOAH for a formal hearing involving disputed issues of material fact, pursuant to F.S. §120.57(1).<sup>55</sup> However, the F.S. §120.57(2) hearings before the Fund no longer permit either party to terminate the hearing and proceed to a hearing involving disputed issues of fact before DOAH. F.S. §489.142(3) provides, in relevant part: "Notwithstanding any other provision of law, board hearings on claims shall be conducted in accordance with ss. 120.569 and 120.57(2)...Orders of the board denying or awarding funds to a claimant constitute final orders that may be appealed in accordance with s. 120.68."

Because there is no longer an opportunity for a hearing involving disputed issues of fact before an ALJ, it is extremely important to ensure that the record before the Fund is thorough and complete so the record on appeal is thorough and complete. Barring some procedural error that allows the Fund to reconsider its determination, there will not be an opportunity to supplement the record before the Fund once the Fund conducts the hearing and the CILB enters a final order.<sup>56</sup>

In conclusion, the Fund is a resource available to homeowners that in some instances may provide the only source of recovery. The Fund will pay a valid claim even if the contractor declares bankruptcy.<sup>57</sup> In any arbitration or civil case involving a homeowner and a contractor, potential access to the Fund should be evaluated by both the homeowner and the contractor's counsel at the outset of representation. If the facts support potential Fund access, the cause of action should include specific factual claims that will increase the likelihood of gaining access to the Fund. The Fund may not reimburse the homeowner for all losses, but any recovery is better than no recovery.

1 Free v. Constr. Indus. Recovery Fund, 729 So. 2d 980, 981 (Fla. 2d DCA 1999); Fla. Stat. §489.1401(2).

2 Fla. Stat. §489.1402(1)(i) defines a "residence" as a single-family home, an individual residential condominium or cooperative unit, or a residential building with no more than two residential units, in which the homeowner resides six months of each year.

3 Fla. Stat. §489.1401(2).

4 Fla. Stat. §20.165.

5 Fla. Stat. §489.141; see Chappell v. Constr. Indus. Recovery Fund, 835 So. 2d 339, 340 (Fla. 3d DCA 2003).

6 Fla. Stat. §§489.140 and 468.631(1) (A surcharge of 1.5 percent is assessed to all permit fees by local governments with Florida Building Code enforcement authority. Each unit of government responsible for collecting such permit fees retains 10 percent of the surcharge "collected to fund the participation of building departments in the national and state building code adoption processes and to provide education related to enforcement of the Florida Building Code." The remainder of the surcharge is distributed equally to the Fund and to the Building Code Administrators and Inspectors Board.).

7 Fla. Stat. §489.1402(1)(c) defines a fund claimant as a homeowner. This disqualifies residential renters and commercial projects from the Fund.

8 Division I contractors are defined in Fla. Stat. §489.105(3)(a)-(c) and Division II contractors are defined in §489.105(3)(d)-(q).

9 Effective July 1, 2004, the definition of "contractor" for Fund purposes, set forth in Fla. Stat. §489.1402(1)(d), was amended to apply only to Division I contractors performing services set forth §489.105(3)(a)-(c). See Ch. 2004-84, 2004 Fla. Laws 2132. Effective July 1, 2016, the definition of contractor for Fund purposes set forth in Fla. Stat. §489.1402(1)(d) was amended to apply to Division I and Division II contractors performing services set forth §489.105(3). See Ch. 2016-129, 2016 Fla. Laws 535 (to be codified at various provisions of Fla. Stat. Ch. 489).

10 Fla. Stat. §489.141(1)(a).

11 Fla. Stat. §489.141(1)(b).

12 "Actual [d]amages' as used in [F.S. §]489.143(2)...shall mean the general measure of damages suffered as a direct result of a licensee's violation of [F.S. §]489.129(1)(g), (j), (k), or 713.35...for failing to perform a construction contract. Actual [d]amages are calculated as the difference between the contract price, together with the change orders, and the cost of construction completion by another builder, where the cost of completion is for the same scope of work and materials set out in the original contract. However, if the claimant has paid a deposit or down payment and no actual work is performed or materials are delivered, actual damages shall not exceed the exact dollar amount of the deposit or down payment." Fla. Admin. Code R. 61 G4-21.002(6).

13 Fla. Stat. §489.141(1)(f). Stasinos v. State, Dept. of Bus. & Prof'l Regulation, 41 Fla. L. Weekly

D317, D318 (Fla. 4th DCA 2016) (holding that a Fund claim filed within one year of the discharge of the contractor's bankruptcy proceeding was timely).

14 Fla. Stat. §489.129(1)(g), (j), (k); Fla. Stat. §713.35.

15 Fla. Stat. §489.142(1).

16 Fla. Stat. §489.142(2)-(3).

17 *Murthy v. N. Sinha Corp.*, 644 So. 2d 983 (Fla. 1994); *Seabridge, Inc. v. Superior Kitchens, Inc.*, 672 So. 2d 848 (Fla. 4th DCA 1996); *Evans v. Taylor*, 711 So. 2d 1317 (Fla. 3d DCA 1998); *Scherer v. Villas Del Verde Homeowners Ass'n, Inc.*, 55 So. 3d 602 (Fla. 2d DCA 2011); *Millette v. DEK Techs., Inc.*, No. 08-60639-CV, 2009 WL 3242010 (S.D. Fla. Oct. 6, 2009); see *Finkle v. Mayerchak*, 578 So. 2d 396 (Fla. 3d DCA 1991).

18 Fla. Stat. §489.141(1)(d).

19 *Chappell*, 835 So. 2d at 340.

20 *Larry E. Shimkus v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case Nos. 03-3540, etc. (DOAH Feb. 17, 2004) adopted in part and modified in part by Final Order No. 2004-02092 (DBPR June 2, 2004); see *Dep't of Transp. v. J.W.C. Co.*, 396 So. 2d 778 (Fla. 1st DCA 1981).

21 See *Simonelli v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, 958 So. 2d 1125 (Fla. 2d DCA 2007); see also *Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd. v. Ronald Lee Frazier*, Case Nos. 98-5212, etc. (DOAH Dec. 21, 2001; DBPR Jan. 23, 2001 & Oct. 22, 2002).

22 Fla. Admin. Code R. 61G4-21.003.

23 *Charles Powell and Norma R. Powell v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 04-1066 (DOAH July 30, 2004), adopted in part and modified in part by Final Order No. 2005-01180 (DBPR Mar. 10, 2005); *James E. Cathey, d/b/a Cathey Constr. Co., Inc., v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd. & Timothy & Lee Ann Golden*, Case No. 99-4888 (DOAH June 28, 2000), adopted in part and modified in part by Final Order No. 2001-00225 (DBPR Jan. 18, 2001).

24 *Christopher P. Kiselius v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case Nos. 99-1665, etc. (DOAH Aug. 31, 2000), adopted in part and modified in part by Final Order No. 2001-00867 (DBPR Mar. 6, 2001); *Larry E. Shimkus*, Case Nos. 03-3540, etc.; *James E. Cathey, d/b/a Cathey Constr. Co., Inc.*, Case No. 99-4888.

25 Similar considerations should be taken by the practitioner when the goal is to access similar remedial funds based upon a final judgment, such as the Real Estate Recovery Fund, Fla. Stat. §485.482; Mortgage Guaranty Trust Fund, Fla. Stat. §494.00173; Securities Guaranty Fund, Fla. Stat. §517.131; and Auctioneer Recovery Fund, Fla. Stat. §468.393.

26 *Karen W. Scragg v. Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 04-2076 (DOAH Nov. 18, 2004; DBPR May 4, 2005); *James E. Cathey, d/b/a Cathey Constr. Co., Inc.*, Case No. 99-4888 ("If the Fund were to make payment based on a stipulated [f]inal [j]udgment that is not 'expressly based' on a [licensing violation that allows access to the Fund] and the [contractor's] license were suspended, [the contractor] would face denial of a valuable property interest in his license to earn a living without ever admitting to the violation and without receiving a fair hearing to determine, by clear and convincing evidence whether he or she violated [the construction licensing law]."); see also *Stephen A. Humphrey v. Robert P. Ryan, Jr., d/b/a Personalized Homes of Brevard, Inc., & Dep't of Bus. & Prof'l Regulation, Const. Indus. Licensing Bd.*, Case No. 01-4668 (DOAH Apr. 29, 2002; DBPR Sept. 15, 2000) (A claimant is precluded access to the Fund where the stipulated final judgment between the parties is based upon a settlement that prohibits the claimant from pursuing any claims against the license of

the qualifying agent with the CILB, but allows for the claimant to pursue recovery from the Fund.).

27 Fla. Stat. §§682.12 and 682.15.

28 Fla. Stat. §§489.141(1) and 489.141(2).

29 Fla. Admin. Code R. 61G4-21.002.

30 See Fla. Stat. §489.141.

31 Fla. Stat. §489.129(1) provides that the CILB may place a contractor on probation, impose a reprimand, revoke, suspend, or deny the issuance or renewal of a license, require financial restitution to a consumer for financial harm directly related to a violation of Fla. Stat. Ch. 489 or Ch. 455, impose an administrative fine up to \$10,000 per violation, require additional continuing education, and assess costs associated with investigation and prosecution.

32 Fla. Stat. §455.225 sets forth the investigative and prosecutorial authority for the DBPR and the CILB.

33 Chappell, 835 So. 2d at 340 (Fla. 3d DCA 2003) (For purposes of the Fund, the contract date is determined as the date contractual undertakings are entered into whether done in the form of a free-standing contract or in the form of a change order.).

34 Fla. Stat. §489.143(1) (1993).

35 Fla. Stat. §489.143(3) (1993).

36 Fla. Stat. §489.143(4) (1993).

37 Fla. Stat. §489.143(4) (1996).

38 Fla. Stat. §489.143(4) (1998).

39 Id.

40 Fla. Stat. §489.1402(1)(d) (2004), revised the definition of “contractor” for Fund purposes to be only Division I contractors performing services described in §489.105(3)(a)-(c).

41 Fla. Stat. §489.143(2) (2004).

42 Id.

43 Fla. Stat. §489.143(5) (2004).

44 Fla. Stat. §489.143(2).

45 Fla. Stat. §489.143(3) (2016).

46 Fla. Stat. §489.143(6) (2016).

47 Fla. Stat. §489.142.

48 Fla. Admin. Code R. 61G4-21.003(1).

49 Fla. Stat. §489.141(3) provides that CILB may specify by rule the documentation required to file a claim.

50 Ryan v. Florida Dep’t of Bus. & Prof’l Regulation, 798 So. 2d 36 (Fla. 4th DCA 2001).

51 Fla. Stat. §489.142(2).

52 Rodriguez v. Dep’t of Bus. & Prof’l Regulation, Const. Indus. Licensing Bd., 985 So. 2d 682, 684 (Fla. 4th DCA 2008) (discussing the requirements for proper notice).

53 Fla. Stat. §489.143(9) provides: “Upon the payment of any amount from the recovery fund in settlement of a claim in satisfaction of a judgment, award, or restitution order against a licensee as described in s. 489.141, the license of such licensee shall be automatically suspended, without further administrative action, upon the date of payment from the fund. The license of such licensee may not be reinstated until he or she has repaid in full, plus interest, the amount paid from the fund. A discharge of bankruptcy does not relieve a person from the penalties and disabilities provided in this section.”

54 Fla. Stat. §120.57(2)(a)(2).

55 Fla. Stat. §120.569(1).

56 The power to move for reconsideration

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John Antonio SR , 9046699401

Kathleen Antonio, 9046698593

Jacob Antonio , 9046715310

Ancient City Construction INC.

A handwritten signature in black ink, appearing to be 'John Antonio', with a long horizontal flourish extending to the right.

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Signed on: 07/25/2022

John Antonio

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Jim Schieszer

Right Angle Home Innovations LLC

5036 CYPRESS LINKS BLVD

FL 32033

# Estimate

Date	Estimate #
7/27/2022	343

Name / Address
Jim Schieszer 101 W Positano St

Project

Description	Qty	U/M	Rate	Total
Scope of Work:  Doors & Trim: 1. Remove two existing pool bathroom doors and dispose of materials 2. Supply and install 2 new doors fiberglass doors of a similar style including new composite jambs, stainless steel hinges, aluminum threshold, new door closers and new handles of a close resemblance. 3. Install new trim on inside of the doors. 4. Finish and seal all door trim and doors 5. Paint both doors with one primer coat and 2 finish coats. 6. Install remaining hardware like kick plates 7. Clean up and debris removal			8,850.00	8,850.00
			<b>Total</b>	\$8,850.00



## LIMITATIONS

\*\*Line items detailed in the estimate shall be considered the "scope of work for the project". Pricing shall not include any item to be purchased or any labor not specifically mentioned above to be performed. If other work and/or materials is needed or wanted to be done to complete the scope of work and not yet discovered, or if owner or managing agent shall request any additional materials or labor not described specifically above, then additional fees and/or costs shall be required understandingly by owner from contractor . Contractor shall assume zero liability or costs for any items or materials not specifically described and outlined in the scope of work above.

\*\*Terms on this estimate along with an additional corresponding terms and conditions page given to owner or managing member once he/she agrees to use contractor shall be considered understood by management as a contractual agreement going forward. Initial deposit given to contractor shall solidify the understanding of all terms and conditions by owner or managing member.

\*\*Deposit shall be in the form of 50% upon initial agreement to move forward and 50% upon completion of work. Payment draws for subcontractor(s) shall be issued immediately after a subcontractor finishes their work to satisfactory. When multiple projects are taking place, division of deposits and payments shall be discussed and agreed upon by both parties before initial deposit.. All deposits are non-refundable and deemed recovered losses for time spent and job mobilization if owner shall decide to stop progress or withdraw from relationship for any reason at anytime.

\*\*Contractor agrees to all obligations of working in a professional manner while maintaining a clean and safe working environment at all times. Contractor is also obligated by law to offer a minimum of one year warranty on labor. Failure to pay contractor will result in action detailed in Florida Statute F.S. 713.

\*\*All warranties regarding materials shall be the responsibility of corresponding manufacturers. Contractor will provide any information available to owner and/or management to assist as much as possible if warranty issues shall arise.

\*\*"Right Angle" nor its employees shall be obligated to work with any other contractors, subcontractors or employees of hiring party engaged with "Right Angle" under contractual agreement herein. Customers or managing agent(s) therefore understand that by bringing in third party workers means the act shall be considered a breach of contract and a forfeit of funds and/or costs previously paid towards "Right Angle" pertaining to the contract. "Right Angle" shall have the right to bill for any loss of time and recover any cost(s) from that lost time at a rate \$100 per hour per each and every individual employee on site at the time in addition to materials. "Right Angle" shall be in full control of all employees on any of their job sites unless an agreement between both parties has been made and in written form before the signing or hiring of "Right Angle" for any said project. Homeowners also shall not have the right to delegate or consult any employees of "Right Angle" regarding any duties or responsibilities on site. All inquiries about procedure or responsibility shall be brought to the attention of the company owner or owners delegated agent. A deposit shall also indicate the hiring of "Right Angle" and an admission of understanding

\*\*"Right Angle" shall reserve the right to refuse the use of any or all customer purchased materials and shall only use materials purchased by or approved by "Right Angle". Any materials purchased by the customer may be discarded and removed from site if not approved. Warranties may not be given for

project(s) with use of customer supplied material, even if "Right Angle shall approve the use of any said materials. If no agreements are made in writing before the hiring of "Right Angle" regarding materials purchased by customer, then that said materials are not to be approved for use , nor shall they be warranted by contractor.

Sign X \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_

## TERMS AND CONDITIONS

These Terms and Conditions, in addition to the Estimate, constitute an Agreement between YOU and RIGHT ANGLE HOME INNOVATIONS LLC ("RIGHT ANGLE") (collectively, the "Parties"). YOUR Signature of the Estimate or payment of any deposit shall constitute YOUR acceptance of this Agreement.

**1. Scope of Work.** The scope of work ("Work") shall be as stated in the Estimate. All other work, labor, and materials not specifically identified in the Estimate is outside of the scope of work to be performed. RIGHT ANGLE will procure all materials and furnish all labor necessary to complete the Work, either directly or through subcontracting, in exchange for payment of the sums identified in the Estimate. RIGHT ANGLE agrees to cause the debris generated from the Work to be removed and to leave the area in which the Work was performed in a reasonably clean condition.

**2. Commencement & Completion.** The Work shall commence and be substantially completed on the dates indicated in the Estimate, or if no dates are indicated, within a reasonable time. A force majeure, natural disaster, other emergency, disease, or other matters outside of RIGHT ANGLE's control may prevent commencement or completion of the Work, and delays caused by such matters shall not constitute a breach of this Agreement.

**3. Approval and Completion of Work.** RIGHT ANGLE will perform the Work in a professionally-skilled manner. RIGHT ANGLE will inform YOU upon completion of the Work, after which YOU have five (5) business days to inspect the Work. If YOU do not approve of the Work and do not agree that the Work has been completed, YOU shall inform RIGHT ANGLE in writing within five (5) business days of the inspection and identify the reasons for which YOU do not approve of the Work. If YOU do not inspect the Work or provide written notice to RIGHT ANGLE within five (5) business days of inspection of the Work, the Work will be deemed completed. After receiving written notice, RIGHT ANGLE shall either agree to rectify the items specified in the notice or inform YOU of its objection to an item or items listed on the notice. Thereafter, if the Parties cannot reach an agreement on the completion of the Work, the Parties may agree to request the opinion of a mutually-agreed third party who shall provide an opinion as to what further actions should be performed, if any, to reasonably complete the Work in a quality that would be expected from someone in the profession of performing the Work. The mutually-agreed third party shall possess knowledge or skill in the profession of construction and such person's opinion as to the further actions to be taken to complete the Work, if any, shall be final. Once the Work has been completed, whether by Agreement or determination of a third party, RIGHT ANGLE shall have no further

obligation to furnish any additional work, labor, or materials.

**4. Payment.** Payment shall be made as identified in the Estimate. Final payment shall be made upon completion of the Work. Payments not made within fifteen (15) calendar days after due shall bear interest at 1.5% per month.

**5. Default & Dispute Resolution.** Failure to make payment when due and failure to permit commencement, performance, or completion of the Work shall constitute a material default of this Agreement. Mandatory and exclusive jurisdiction of any dispute arising out of this Agreement shall lie in the county court of, or circuit court in and for, St. Johns County, Florida. The prevailing party in any dispute arising out of this Agreement is entitled to recover reasonable attorney's fees and costs from the non-prevailing party, including without limitation appeals and attorney's fees incurred litigating the amount and reasonableness of fees awardable. **RIGHT ANGLE shall have no liability for indirect, special, incidental, punitive, or consequential damages of any kind.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**6. Permits.** All permits required by law to be obtained shall be obtained at YOUR expense prior to the commencement of any Work. Failure to obtain any required permits prior to the time at which the Work is to be commenced shall relieve RIGHT ANGLE of the obligation to perform the Work but all other provisions of this Agreement shall remain in full force and effect.

**7. License & Insurance.** RIGHT ANGLE is licensed to perform the Work and maintains a general liability insurance policy. Copies and certificates of insurance are available upon request.

**8. Warranty.** RIGHT ANGLE warrants the workmanship of the Work for one year from the date of this Agreement and that it will be free from installation defect. RIGHT ANGLE does not warrant and hereby disclaims any warranty of the design or manufacture of the materials used but will provide applicable manufacturers' warranties within its possession upon request.

**9. Integration; Severability; Modification.** This Agreement represents the full, final, and complete understanding of the Parties and supersedes all prior discussions and negotiations, whether oral or written. If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if it did not contain the term or provision held invalid. This Agreement shall not be subject to waiver or modification absent a written instrument signed by the Parties.

**DISCLOSURES**

**ACCORDING TO FLORIDA’S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A “NOTICE TO OWNER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

**FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND**

**PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:**

**Owner**

\_\_\_\_\_  
Signature

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

**TAB 15**

**LICENSE AGREEMENT BY AND BETWEEN  
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT  
AND ANCIENT CITY SOCCER CLUB, LLC REGARDING  
THE USE OF THE DISTRICT’S SOCCER FACILITIES**

**THIS LICENSE AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of August, 2022, by and between:

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with a mailing address of c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“District”), and

**ANCIENT CITY SOCCER CLUB, LLC**, a Florida not-for-profit corporation, with a mailing address of P.O. Box 885, St. Augustine, Florida 32085 (“Licensee”).

**RECITALS**

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

**WHEREAS**, the District owns and maintains as public improvements recreational facilities which include multiple soccer fields and parking facilities, which improvements are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (together, “Soccer Facilities”); and

**WHEREAS**, Licensee is a not-for-profit corporation that intends to operate a soccer program in accordance with the terms set forth herein (“Soccer Program”) and requested permission from the District to use the Soccer Facilities for the Soccer Program; and

**WHEREAS**, the District Board of Supervisors (“Board”) finds that the Licensee’s provision of the Soccer Program is a benefit to the community and is in the District’s best interests, under the terms and conditions set forth in this Agreement and the exhibits hereto, and as directed by the District and its designee; and

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

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

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

2. **GRANT OF LICENSE.** The District hereby grants to Licensee a nonexclusive license to use the Soccer Facilities for operation of the Soccer Program, in accordance with the terms and conditions contained herein, including but not limited to the exhibits hereto (“License”). In consideration of said use of the Soccer Facilities, Licensee agrees to the following conditions:

A. Licensee’s access is limited to the Soccer Facilities, as set forth in **Exhibit A**, and the parking lots serving such facilities only, during the Schedule (as hereinafter defined) times only. The Licensee’s access does not include access to or use of any other District facilities, including but not limited to the amenity center, gymnasium, pool, restroom facilities or other improvements. Use of the Soccer Facilities is limited to the dates, times and uses specified herein and no other – this License is for operation of the Soccer Program. The District reserves all rights and privileges in and to the District’s property, including the Soccer Facilities. This License for the Soccer Facilities is granted to Licensee in its “as is” condition and without any warranty or representation, express or implied. No other use of, or access to, the District’s recreational facilities is permitted without prior written consent of the District through its designee.

B. Licensee’s access to the Soccer Facilities is limited to the days and times set forth in **Exhibit B** (“Schedule”). This Agreement does not grant access to the Soccer Facilities at any other days or times except as set forth in the Schedule and as coordinated and approved by the District’s designee. The District’s designees for purposes of this Agreement shall be its District Manager and its Facility Manager.

C. The parties acknowledge that weather conditions and other factors may affect the use of the Soccer Facilities at any given time. The District shall have the right to temporarily close the Soccer Facilities on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds, or other factors. Licensee shall abide by the decision of the District as to the closure of the Soccer Facilities. Any make up days or times shall be in the District’s sole discretion.

D. Only Licensee’s rosters of participants, coaches and staff are permitted to use the Soccer Facilities pursuant to this License. Licensee shall provide a list of a full roster of Soccer Program members to the Facility Manager, as such list may change from time to time and evidence that each have executed a waiver (as hereinafter defined) upon request of the District. Such request shall not waive Licensee’s responsibility to procure a validly executed waiver from each individual as required under this License.

E. Licensee’s use of the Soccer Facilities shall be contemporaneous with the use of the District’s facilities by patrons of the District, and Licensee’s use shall not interfere with the operation of the District’s facilities as a public improvement except as set forth herein.

F. Licensee’s use of the Soccer Facilities shall be subject to the policies and regulations of the District and Licensee acknowledges receipt of all such policies and rules including the child safety policies, attached hereto as **Exhibit C**, and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure

compliance with such rules and policies including the child safety policy by all users under this Agreement. Licensee, and all employees and volunteers must successfully complete a background check. All background checks are to be completed at the cost of Licensee. Licensee will be responsible for reporting all incidents and injuries to the District Manager or Amenity Manager as they occur.

G. Licensee shall obtain an executed release and waiver, substantially in the form provided herein, signed by each of Licensee's members, coaches, staff and any regularly associated volunteers and specifically naming the Turnbull CDD and its supervisors, staff and officers. Soccer game entrants, users, guests, staff and other associated persons using the Soccer Facilities pursuant to this Agreement shall additionally be required to sign a release and waiver, which may be issued through US Soccer or similar entity. A sample release and waiver is attached hereto as **Exhibit D**.

H. The grant of this License is further conditioned on Licensees compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but, not limited to, US Soccer best practices and guidelines, health department requirements, fire code and other laws ("Laws"). It is Licensees responsibility to know, understand and follow such Laws.

I. Licensee is permitted to hold soccer games pursuant to this License at the Soccer Facilities ("Event(s)"), as set forth in the Schedule that also identifies which facility is permitted to be used on specific days and times, which forms a material part of this License. Such schedule of Events shall be presented to the Facility Manager and approved in writing prior to conducting such Events, which must be coordinated with other soccer programs at the Soccer Facilities. Licensee shall meet with the Facility Manager prior to the scheduled Events to coordinate parking plans, details, times, and housekeeping responsibilities. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the Event, and trash is properly disposed of in trash bags and taken to the dumpster, and sod repaired to the same or better condition. Licensee may display signage during Events only. Signs may be displayed on the day of the Event and must be taken down within 24 hours of conclusion of such Event. Any other permanent signage, other than advertising in accordance with the District's policies and coordinated through the Facility Manager, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: "this is not a Turnbull Creek CDD sponsored or endorsed event." Any proceeds generated from the events, sales and sponsorships shall remain with Licensee.

J. Licensee shall be required to provide parking monitors for Events. Parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts District or landowner property in the District shall be prohibited and may result in immediate



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

K. Licensee shall be permitted to set up no more than two porta potties in the area identified on **Exhibit A**. All costs, maintenance, clean up, and risk for such facilities shall be the responsibility of the Licensee. Licensee will require such facilities to be cleaned at least weekly, or more often as may be necessary, and will undertake its best efforts to ensure the facilities are secure in the event of vandalism or inclement weather.

L. Licensee shall be permitted to hold camps, workshops and clinics in accordance with the Schedule, which may be updated from time to time, so long as such offerings are at no cost to the participants and such activities are coordinated through the District's designee and are consistent with the provisions set forth herein and in the exhibits.

M. This License may be extended for an additional Term, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the parties as to such License terms. The District is under no obligation whatsoever to grant this or any further License to the Licensee.

N. Licensee's members, coaches, staff, and volunteers shall not be permitted to utilize footwear with "spikes" at the Soccer Facilities at any time.

**District agrees to maintain the following for the term of the License:**

O. The District agrees to maintain its recreational facilities in substantially the same form and manner as they are being maintained at the time of execution of this Agreement. The Licensee is responsible for Soccer Facilities markings and game set up and the District agrees to pay for and contract to mow the Soccer Facilities, to the extent weather and timing allow. Licensee shall report any damage to the Soccer Facilities caused by District employees or Licensees to the Amenity Manager. Upon notification of such damage, the Amenity Manager shall promptly investigate the cause and extent of the damage. The Amenity Manager shall have the sole discretion to determine if the damage exceeds Licensee's responsibility to maintain and repair the Soccer Facilities as provided herein.

P. The District shall not be responsible for the personal safety of Licensee's invitees, participants or other persons on District property pursuant to this Agreement, except to the limited extent provided for in the normal operation of the District's facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment, or any other losses incurred by Licensee or its invitees whatsoever.

Q. The District agrees to provide information concerning Licensee's team offerings, Schedule and camps/clinics/workshops so long as Licensee provides the relevant information to the District's designee in a timely manner and such information shall include

a disclaimer that such activities are not a Turnbull Creek CDD sponsored or endorsed event.

3. **TERM.** The term of the License shall commence upon execution of this Agreement and shall expire as of November 5, 2022 (conclusion of the Schedule), unless terminated or extended in writing as provided for herein.

4. **SUSPENSION, REVOCATION AND TERMINATION.** The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately upon written notice, with or without cause, by either party. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously restore the District property to its same or better condition. No further payments will be due after termination or revocation of this License. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

5. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to operate a Soccer Program and to provide certified, trained and qualified soccer coaches when utilizing the Soccer Facilities. Licensee shall maintain all required licenses and certifications in effect and shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants. All minors participating in Soccer Program events of any kind shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant while using the Soccer Facilities. This is meant to be comprehensive such that any participant, attendee, invitee or other individual on District property for any and all events held by Licensee shall only do so after signing a District waiver and obtaining consent of his or her parent or guardian. Licensee shall remain an active Florida entity in good standing during the term of this License.

6. **REVENUE.** Licensee shall remit fifteen dollars (\$15) per player from the Soccer Program to the District. Licensee shall provide a detailed accounting of all revenues in the form of a season report that details pricing for the various categories of services provided, the number of individuals serviced, and the revenues for each category of service at a minimum. The District reserves the right to request additional detail or back up for such financials upon its request.

7. **INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$2,000,000 per occurrence and automobile coverage, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, participants, guests or invitees, including without limitation any person entering District property pursuant to this Agreement. The insurance coverage shall additionally include a minimum of \$5,000,000 excess liability coverage, and additionally include abuse/molestation coverage and

medical/dental accident coverage. The District and its supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement. Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its employees, agents, participants, guests or invitees. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.

8. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice" or "Notices") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. **If to the District:** Turnbull Creek Community  
Development District  
c/o Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614  
Attn: District Manager

**With a copy to:** KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303  
Attn: District Counsel

B. **If to Licensee:** Ancient City Soccer Club, Inc.  
P.O. Box 885  
St. Augustine, Florida 32080  
Attn: Andy Howard

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

addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

9. **CARE OF PROPERTY.** Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage and recognizes that the District's facilities, including the Soccer Facilities, are being simultaneously run as a public improvement and the public will have continuous use of the facilities simultaneously with Licensee's use. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee's use of the Soccer Facilities under this Agreement, including, but not limited to, by its guests and invitees. Licensee shall commence repair of any damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

10. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or Licensee is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

11. **CONTROLLING LAW; VENUE; REMEDIES.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

12. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. **NON-TRANSFER.** The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License shall cause the License to become voidable, in the sole discretion of the District.

14. **ENTIRE AGREEMENT.** This is the entire agreement of the parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both parties. This Agreement supersedes any prior agreement between the District and Licensee regarding the use of the Soccer Facilities. This Agreement shall not be recorded in the public records.

15. **RATIFICATION.** This Agreement is subject to ratification by the Board. The Agreement will continue until it is ratified. If the Agreement is not ratified, it will immediately terminate.

16. **PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee

acknowledges that the designated public records custodian for the District is **Rizzetta & Company, Inc.** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Licensee, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270 EXT 4631, INFO@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.**

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

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

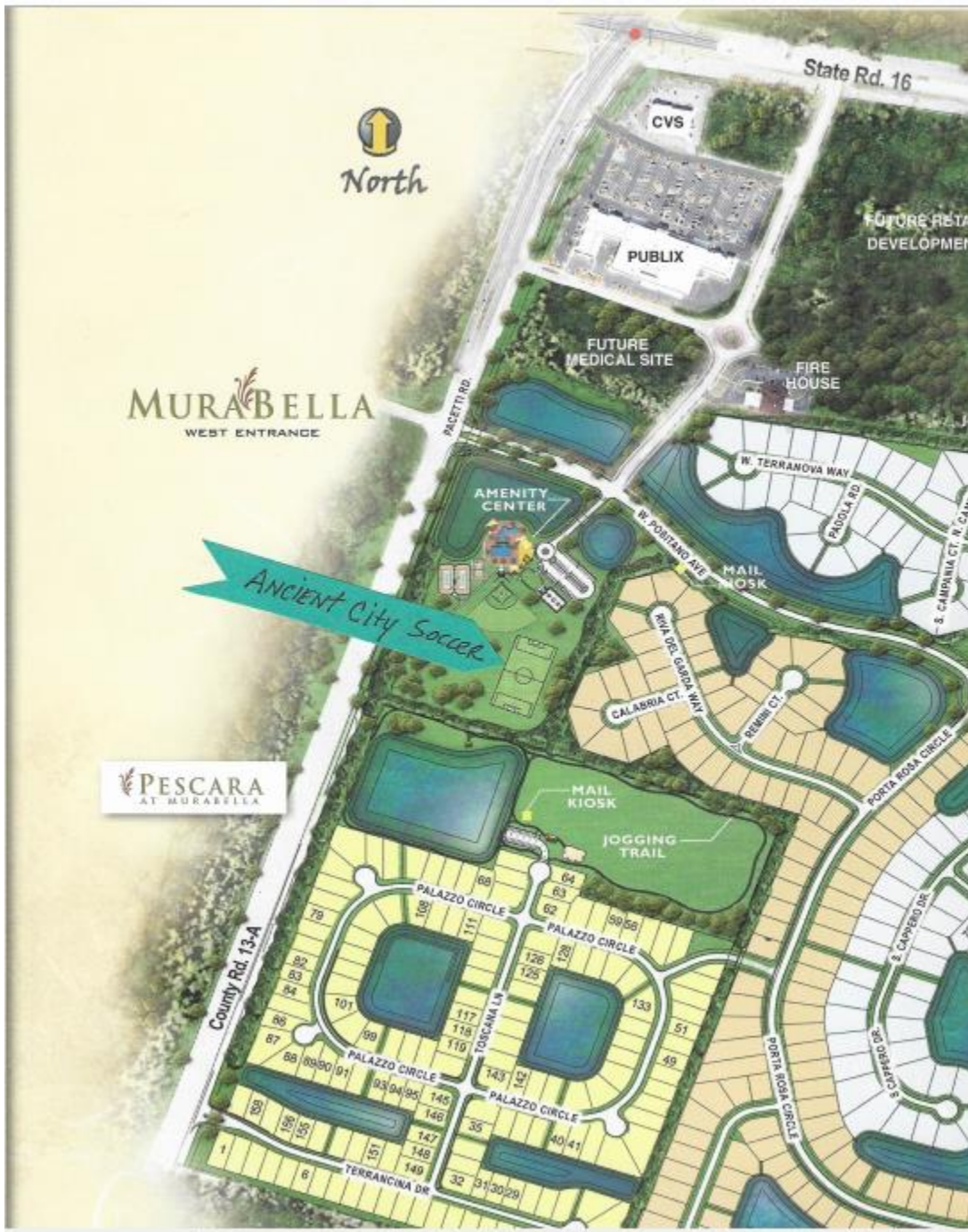
\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**ANCIENT CITY SOCCER CLUB, LLC**

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

- Exhibit A: Facilities**
- Exhibit B: Schedule**
- Exhibit C: Child Safety Guidelines**
- Exhibit D: Form of Waiver and Release**

Exhibit A: Facilities



## Exhibit B: Schedule

August 26, 2022

\*Revised\*

To whom it may concern,

Ancient City Soccer Club is requesting use of the soccer fields at Murabella for the 2022-2023 soccer year. Specific dates for the field usage:

- Fall season: August 15-November 5<sup>th</sup>
- Spring season: February 27-May 6<sup>th</sup>
- During these months, usage of the field would include practices on Monday-Thursday between 4:30-dusk, Friday games between 6:00-8:00, and Saturday games between 9am-Noon (specific game schedule to be released next week)

Families registered via our website: [www.ancientcitysoccer.com](http://www.ancientcitysoccer.com) from May 1<sup>st</sup>-August 1<sup>st</sup> when we closed registration. Cost for the program varies by age, but ranges from \$240-275 and covers the whole year (12 weeks in the fall and 12 weeks in the spring). That means it is around \$120-130/season. Our World Golf Village program is only open to boys and girls between the ages of 4-11. The program is geared for residents and non-residents who live in the surrounding communities. We advertise the program through social media, mass emails, posts on the Murabella Facebook page, yard signs, word of mouth, and fliers in the neighborhood newsletter.

Practice Breakdown (six teams removed, looking to move one more team off Thursday):

Field	U12 Field	U10 Field	U8 Field	U7 Field	U6
Mondays		Minor – U10 5:30-6:30	Dodson – U8G		
Tuesdays	Middlebrook – U12 5:30-7:00			Mitmoen – U7 5:00-6:00	
Wednesdays	U12G Academy 5:00-6:30	Gill – U10 6:00-7:00			Harris – U6 6:00-7:00
Thursdays		Durr – U10 5:30-6:30	Maiogan – U8 6:00-7:00	Brownlee – U6 5:30-6:30	

Game schedule as of now – subject to change \*Games start Friday, September 9<sup>th</sup>\*:

Friday nights: Two games (U6 & U12) – 6:00pm

Saturday mornings: Two games (U6 & U12) – 9:00am

Two games (U8 & U10) – 10:15am

Two games (U8 & U10) – 11:30am

## **Exhibit C: Child Safety Guidelines**

### Introduction

To help protect minors, it is important that Licensee's paid staff, volunteers, parents and athletes understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

### Purpose

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Licensee and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Licensee, its paid staff, and volunteers.

### Protection and Prevention

#### *Volunteer and Employee Screening Procedures:*

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

### Supervision Procedures

Unless an extenuating situation exists, Licensee:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.
- Will endeavor to release minors (here, defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.



- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles, unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.

#### Behavioral Guidelines for Paid Staff and Volunteers

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to one with supervisory authority.

- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

### Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

**Exhibit D: Form of Waiver and Release**

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:  
Ancient City Soccer Club, Inc.  
RELEASE AND WAIVER FORM**

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

Participant Name(s): \_\_\_\_\_

I, the undersigned, hereby certify that I am the individual, parent or legal guardian of the above-named participant(s). I acknowledge and understand that neither the Ancient City Soccer Club, Inc. or personnel or volunteers affiliated therewith, including coaches, are affiliated in any way with the Turnbull Creek Community Development District or its supervisors or staff ("District") and that the District makes no representations concerning said personnel's qualifications or ability to coach, teach or lead the soccer based activities to be held at the District's soccer facilities and related recreational amenities ("Soccer Activities"). I, the undersigned, hereby agree to defend, indemnify, waive, release and forever discharge the Turnbull Creek Community Development District, and its, present, former and future supervisors, agents, officers, employees and staff, together with volunteers, participants, sponsors and advertisers, their parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns, and any other party indemnified and held harmless by the District from all claims or demands for damages, injury, death, loss to person or property, liabilities and/or expenses related in any way to participation in the Soccer Activities by the above-named participant(s) or to any other use of the District's facilities, including, but not limited to, the soccer fields and parking lots. I hereby acknowledge that the participant(s) named above is/are physically fit and mentally capable of participating in all Soccer Activities and understand the risk of soccer use and I have consulted a doctor or was capable of consulting a doctor to confirm such fitness. I hereby acknowledge the risk inherent in participating in the sport of soccer and assume the risks associated therewith including, but not limited to, negligent operations, negligent security, travel and recreation operations and activities. I understand that: (a) athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by the another Member of the Soccer Program(s), and/or my own actions or inactions, the actions or inactions of others participating in Soccer Activities, the condition in which the Soccer Activities takes place, or the negligence of others; (c) there may be other risks and social and economic losses either not known, or not readily foreseeable at this time; and the I accept and assume all risks and all responsibility for losses, costs, and damages I may incur as a result of participation in the activity. I hereby give my permission for any individual affiliated with the above-named organization, or the District, to seek and give appropriate medical attention to the above-named participant(s) in the event of an accident, injury or illness. I, the undersigned, will be responsible for any and all costs of medical attention and/or treatment.

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) \_\_\_\_\_

(Date) \_\_\_\_\_

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) \_\_\_\_\_

(Date) \_\_\_\_\_

# **Tab 16**

# SAINT JOHNS MIDDLE SCHOOL ATHLETIC ASSOCIATION

450-106 STATE ROAD 13 NORTH SAINT JOHNS, FL 32259



9/2/2022

Dear Murabella Board of Supervisors,

The Mill Creek Academy soccer team requests to utilize your fields for their activities. The request of schedule, number of participants, and fees are detailed below.

## **Schedule**

- 9/19/22 – 10/14/22
  - Monday, Tuesday, Thursday, & Friday
  - 3:45 – 5 PM
- 10/19/22 – 12/9/22
  - Wednesday & Friday
  - 3:45 – 5 PM

## **Number of Participants**

- 48 student-athletes between 2 boys' and 1 girls' team
  - Majority of student-athletes are Murabella residents with an estimate of 25% that would not be residents.

## **Proposed Fees**

The following two proposals are based on the current fees SJMSAA has agreed upon with other neighborhoods/parks in the area. Also, taking into consideration the significant number of student-athletes who are Murabella residents and already have access rights.

- Proposal 1: Free use with no fees, consistent with other area neighborhoods who do not charge us including WGV, Nocatee, Heritage, Julington Creek, and others.
- Proposal 2: \$200 per 30-days (\$600 total) for the dates requested.

Best Regards,  
Matt Stohler

SJMSAA Executive Board Secretary

# **Tab 17**

**Consideration of Security Camera Proposal(s)**  
*(Under Separate Cover)*

# Tab 18



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**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 **August 9, 2022, at 6:30 p.m.** at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

**Present and constituting a quorum:**

Chris DeBene	Board Supervisor, Chairperson
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
Todd Murphy	Trimac Outdoors
Robert Jones	Trimac Outdoors

**Present Via Speakerphone:**

Diana Jordan-Baldwin	Board Supervisor, Vice Chairperson
Steven Collins	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 6:32 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments on  
Agenda Items**

Audience members commented on yard concerns and frustration related to retention pond repairs with broken sprinklers, excessive landscaping with the request to remove shrubs and replace with grass at the mail kiosk.

Mr. Murphy, with Trimac Outdoor, to inspect sprinkler heads around the retention pond behind homes on S. Cappero Drive, including 1893 S. Cappero Drive and landscaping proposal at mail kiosk.

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**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Ms. Kilinski reviewed remaining payments to be owed to Boudreaux’s Pro Grade for the pond bank repair. She informed the Board that if they were to consider other contractors, that they would not be excited about doing other people’s work. She explored legal recourse. Discussion ensued.

**B. District Engineer**

**1.) Update on Pond Bank Project Status**

Mr. Collins informed the Board that he received the pond survey from Clarson and Associates, which was incorrect at first and had to return to vendor for revision. He received the revised survey, dated June 24, 2022, (Exhibit A) provided under separate cover and forwarded onto Boudreaux and District Manager, requesting Boudreaux to address verified issues identified and provide verification when items identified are corrected. Mr. DelBene asked Ms. Kilinski who the District could bring in to repair and complete the work. Mr. Collins stated the District needs to give the vendor a chance to correct issues. Discussion ensued.

Board discussed damaged irrigation, including Mr. Jeffrey’s of 1893 S. Cappero Drive. Mr. DelBene recommended the Board put Boudreaux on Notice to repair, if they don’t repair then to send Trimac Outdoor to repair damaged irrigation and to bill Boudreaux and if they don’t pay a breach of contract too.

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board approved Trimac Outdoors to repair Mr. Jeffrey’s irrigation and to bill Boudreaux Contractors, Inc., for Turnbull Creek Community Development District.

Mr. DelBene suggested the Board authorize JMT to put together a deficiency list and once complete, send to Bordeaux with a 10-Day Notice to remediate the pond bank deficiencies. Discussion ensued.

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board appointed Mr. Vencil to work with JMT Engineering in providing a deficiency list, at contractor’s expense, with a not to exceed amount of 8 hours at \$175 per hour, and provide to Bordeaux with 10-Day Notice from presentation for completion for Turnbull Creek Community Development District.

Mr. DelBene gave Board direction to actively look for vendors to complete pond bank repair, should Bordeaux fail to complete deficiency.

Board moved to Agenda Item 4A

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**FOURTH ORDER OF BUSINESS**

**Consideration of JMT Invoices  
and Engineering Updates**

Ms. Brown reviewed the JMT invoices, including one received today and presented under separate cover (Exhibit B).

On a motion by Mr. DelBene, seconded by Mr. Wing, with all unanimously in favor, the Board approved JMT Invoice 3-184235, in the amount of \$437.50, for Turnbull Creek Community Development District.

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Board tabled JMT Invoice 5-191797 and Invoice 2-196087.

**FIFTH ORDER OF BUSINESS**

**Discussion of Homeowner  
Request to Install Drainage  
Box and Lines to Retention  
Pond**

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Audience member expressed concern with water run-off. Mr. DelBene informed audience member of the negative impact of fence posts on easement. Mr. Wing also commented on grading issues at time of development.

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Homeowners residing on Amalfi Court have requested to install drainage boxes with lines to retention pond.

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Mr. Collins does not recommend the District to permit any construction on District property. He provided examples of who would install, maintain, repair, replace, and future related expenses. Mr. Murphy advised the Board of an alternative option to install dry wells on property. Discussion ensued.

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Board directed Ms. Kilinski to draft an agreement that would address individual homeowner's requests to install drainage boxes with lines to the retention ponds. This agreement is to include specifications for installation, maintenance and future problems and would convey to the property, so that this responsibility remains with the homeowner. The Board requested it be brought to the next meeting.

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Board excused Mr. Collins from meeting at 8:05 PM.

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Board moved to Agenda Item 3C

**SIXTH ORDER OF BUSINESS**

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**C. Landscape Manager**

**1.) Landscape Manager Report, dated July 8, 2022**

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Mr. Jones reviewed report found under Tab 1. Mr. DelBene asked Trimac to confirm they would inspect the irrigation on 1893 S. Cappero Drive. Trimac addressed Board questions regarding annuals dying, excessive irrigation time and timer battery, and web portal.

137  
138 Mr. DelBene directed to staff to add portal updates on management report.

139  
140 Board excused Trimac from the meeting at 8:18 PM.

141  
142 **D. Amenity and Field Operation Managers**

143 **1.) Amenity and Field Operation Manager's Report,**  
144 **dated August 9, 2022**

145  
146 Mr. Schieszer reviewed report found under Tab 2. He also updated the  
147 Board on recent pool repairs and answered questions from the Board, He  
148 and the Chairman informed the Board of a recent Poolsure repair, that  
149 was approved by the Chairman in the amount of just over \$6,400.  
150 Discussion ensued.

151  
152 **2.) Update on Restitution and Suspension of Privileges**

153  
154 Mr. Hutchinson updated the Board that the District received the repayment  
155 for damages from one of the two families involved in the parking lot  
156 vandalism and answered questions from the Board.

157  
158 **E. District Manager**

159  
160 Ms. Brown informed the Board that the next meeting is scheduled for  
161 September 13, 2022 at 6:30 pm in the Murabella Amenity Center. She also  
162 advised them that the Financial Audit was has been submitted, Resolution  
163 2022-06 numbering had been duplicated and as a result this duplicated  
164 number and Resolutions numbered through 2022-12 have been  
165 renumbered 2022-07 through 2022-13 and the District received a Consent to  
166 Easement Encroachment for Murabella Unit 3, Lot 666 has been received.

167  
168 Board moved to Agenda Item 4I

169  
170 **SEVENTH ORDER OF BUSINESS**

171 **Public Hearing on Fiscal Year**  
172 **2022-2023 Final Budget**

173  
174 On a motion by Mr. Wing, seconded by Mr. Labanowski, with all unanimously in favor, the  
175 Board Opened the Public Hearing for 2022-2023 Final Budget, for Turnbull Creek  
176 Community Development District.

177  
178 Audience members commented on the budget worksheet, increases, expenses, home  
179 businesses to submit proposals to District, obtaining proposal internally for security and  
attorney fees.

On a motion by Mr. Labanowski, seconded by Mr. DelBene, with all unanimously in favor,  
the Board Closed the Public Hearing for 2022-2023 Final Budget, for Turnbull Creek  
Community Development District.

180  
181 Ms. Brown reviewed the approved proposed budget and provided a “Sample” of how  
182 the budget will appear once converted into the Rizzetta & Company format (Exhibit C).  
183 Discussion ensued.

184  
185 Board moved to Agenda Item 4G

186  
187 **EIGHTH ORDER OF BUSINESS** **Consideration of Website**  
188 **Proposal(s)**  
189

190 Board reviewed Website Proposals found under Tab 8. Mr. Hutchinson verbally informed  
191 the Board that GMS has offered to maintain the District website in the amount of  
192 \$1,200.00. Discussion ensued.

On a motion by Mr. Wing, seconded by Mr. Labanoski, with all unanimously in favor, the Board approved the GMS verbal proposal to maintain the District website, in annual amount of \$1,200.00, providing they can meet the ADA Compliance, if not, the Board approved Strange Zone, in the annual amount of \$1,014.90, for Turnbull Creek Community Development District.

194  
195 Board returned to Agenda Item 4I

196  
197 **1.) Consideration of Resolution 2022-15, Approving Fiscal Year 2022-2023 Final**  
198 **Budget.**

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board adopted Resolution 2022-15, Approving Fiscal Year 2022-2023 Final Budget, as amended, with a net zero dollar increase from last year’s adopted budget, for Turnbull Creek Community Development District.

200  
201 Board moved to 4C

202  
203 **NINETH ORDER OF BUSINESS** **Public Hearing on Special**  
204 **Assessments**

205 No audience members provided public comment.

206  
207 **1.) Consideration of Resolution 2022-16, Imposing Special Assessments**  
208

On a motion by Mr. Wing, seconded by Mr. Labanowski, with all unanimously in favor, the Board adopted Resolution 2022-16, Imposing Special Assessments, for Turnbull Creek Community Development District.

209  
210 Board moved to 4C

211  
212 **TENTH ORDER OF BUSINESS** **Consideration of Night**  
213 **Swimming and Review of**  
214 **Amenity Center Rules &**  
215 **Policies**

216

On a motion by Mr. DelBene, seconded by Mr. Vencil, for non-monitored night-time swimming with Ms. Jordan-Burks, Mr. Labanoski and Mr. Wing opposed, the motion failed for Turnbull Creek Community Development District.

217

218 Board moved to 4H

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220 **ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution  
2022-14, Certifying the Officers**

221

222

On a motion by Mr. Wing, seconded by Mr. Labonowski, with all unanimously in favor, the Board adopted Resolution 2022-14, Certifying the Officers, for Turnbull Creek Community Development District.

223

224 Ms. Brown noted for the record that Assistant Secretaries for District staff remain the  
225 same.

226

227 Board moved to 4D

228

229 **TWELFTH ORDER OF BUSINESS**

**Consideration of Amendment  
to RMS Agreement**

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232 Tabled by Board.

233

234 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of Janitorial  
Proposal(s)**

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237 Tabled by Board.

238

239 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of Preventative  
Maintenance Fitness  
Equipment Proposal(s)**

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243 Tabled by Board.

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245 Board moved to 4K

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247 **FIFTEENTH ORDER OF BUSINESS**

**Ratification of the following:**

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**1.) Universal Engineering Sciences Proposal**

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251 Tabled by Board.

252

**2.) Poolsure Pump Proposal**

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On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board ratified the Poolsure Pump Proposal, in the amount of \$6,405.00, for Turnbull Creek Community Development District.

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**SIXTEENTH ORDER OF BUSINESS**

**Acceptance of the Financial  
Audit for September 30, 2021**

On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board accepted the Financial Audit for September 30, 2021, for Turnbull Creek Community Development District.

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**SEVENTEENTH ORDER OF BUSINESS**

**Consideration of Door  
Replacement Proposal(s)**

Tabled by Board.

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**EIGHTTEENTH ORDER OF BUSINESS**

**Review of Consideration of  
Security Camera Proposals**

Tabled by Board.

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**NINETEENTH ORDER OF BUSINESS**

**Consideration of Minutes of the  
Board of Supervisors' Regular  
Meeting held June 14, 2022**

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board approved Minutes of the Board of Supervisors' Regular Meeting held June 14, 2022 for Turnbull Creek Community Development District.

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**TWENTIETH ORDER OF BUSINESS**

**Audience Comments and  
Supervisor Requests**

No audience members had further comments.

Board directed staff to obtain proposals to add clay to for baseball field, volleyball court maintenance and parking lot expansion by fields

Mr. Labanowski asked the Board if he could place additional campaign signs on District property.

On a motion by Mr. DelBene, seconded by Mr. Vencil, with Ms. Jordan-Burks and Mr. Wing in favor and Mr. Labanowski abstaining, the Board approved Mr. Labanowski placing additional campaign signs on District property, for Turnbull Creek Community Development District.

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**TWENTY FIRST ORDER OF BUSINESS**

**Adjournment**

On a motion by MS. Jordan-Baldwin, seconded by Mr. DeBene, with all unanimously in favor, the Board adjourned the Board of Supervisors' Meeting at 10:12 PM, for Turnbull Creek Community Development District.

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Secretary /Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

DRAFT

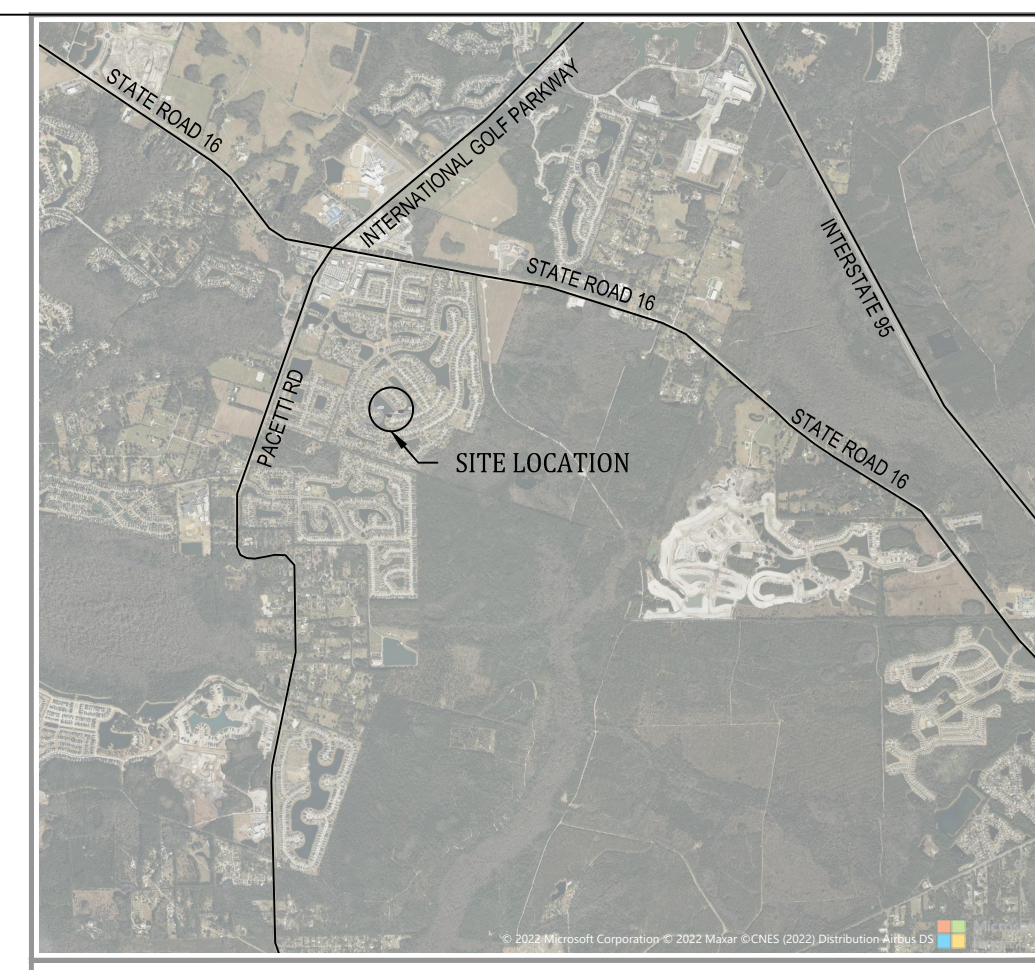


# **Exhibit A**

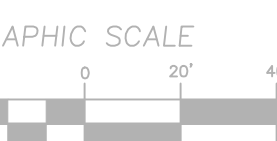


MAP SHOWING SPECIFIC PURPOSE SURVEY OF

AS-BUILT/RECORD SURVEY OF A PORTION OF POND E TURNBILL CREEK CDD, ST. JOHNS COUNTY, FLORIDA



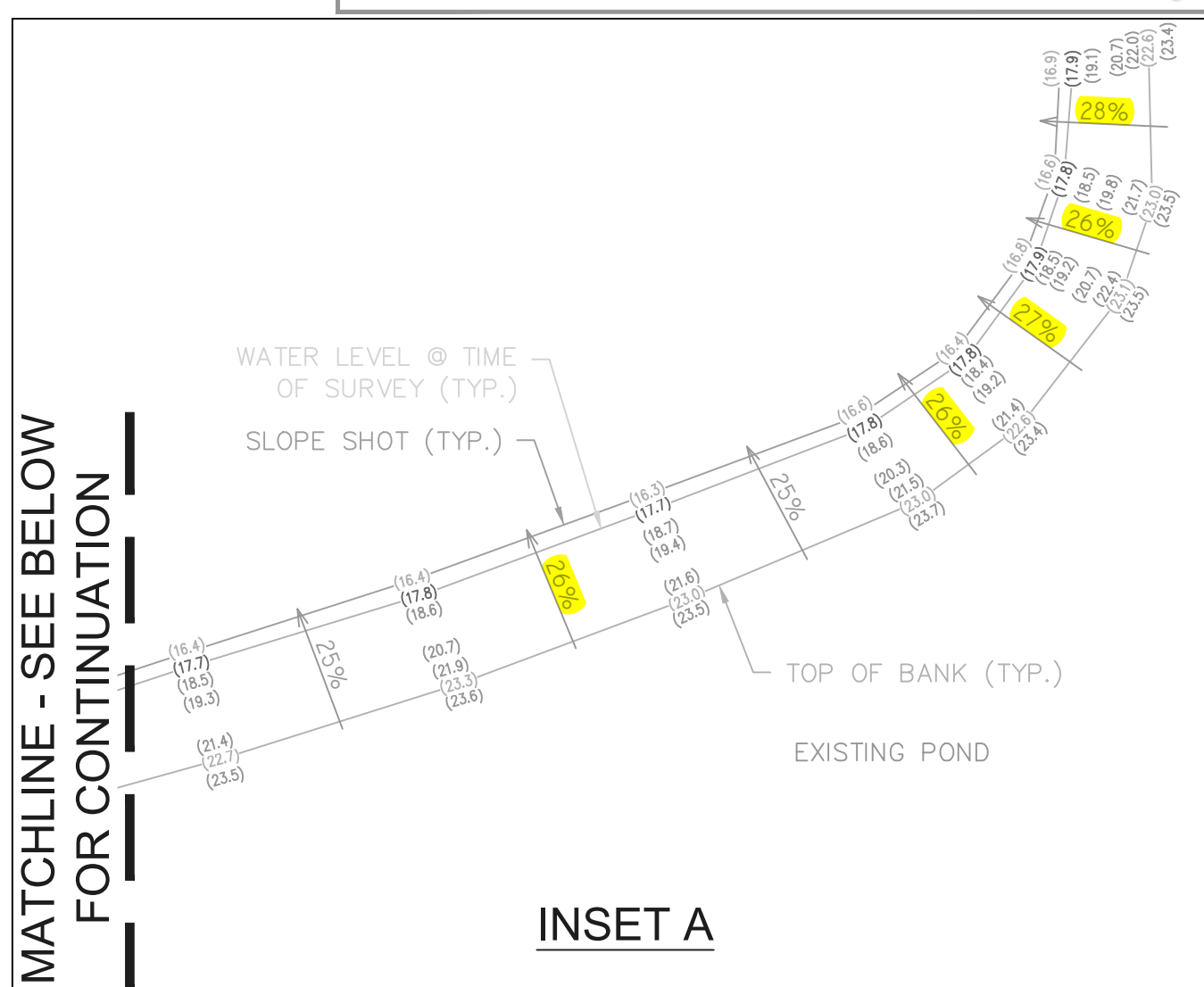
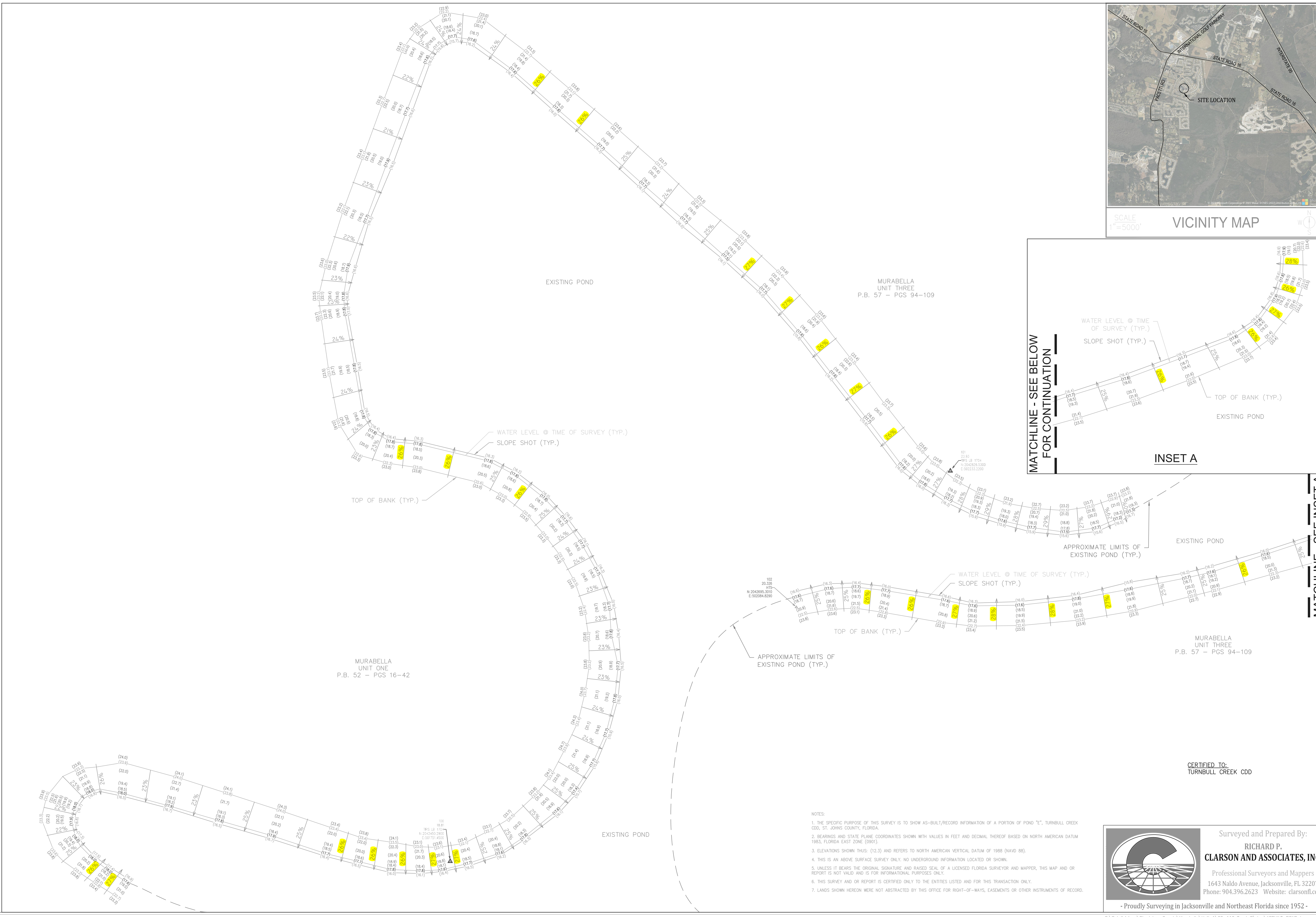
VICINITY MAP SCALE 1"=5000'



SCALE: 1"=40'

LEGEND

Table with symbols for LEGEND items: X SLUPE, (E.V.) ELEVATION, (F.R.) FOUND 5/8" IRON ROD, (F.R.P.) FOUND 1/2" IRON PIPE, (S.R.P.) SET 1/2" IRON PIPE, (C.M.) FOUND CONCRETE MONUMENT, (C.M.S) SET 4"x4" CONCRETE MONUMENT, (MAG) SET MAG NAIL & DISK, (F.R.D) FOUND MAG NAIL & DISK, (I.P.) IRON PIPE, (C.M.) CONCRETE MONUMENT, (P) PLAT, (D) DEEP, (M) MEASURED, (L.B.) EROSIONED BUSINESS, (F.F.) FINISHED FLOOR ELEVATION, (B.D.) BUILDING, (R/W) RIGHT-OF-WAY, (O.R.) OFFICIAL RECORDS BOOK OR VOLUME, (CONC.) CONCRETE, (E.) ELEVATION, (INV.) INVERT, (ELEC.) ELECTRIC, (JEA) JACKSONVILLE ELECTRIC AUTHORITY, (F.L.) FLORIDA POWER & LIGHT, (F.H.) FIRE HYDRANT, (B.P.) BACKFLOW PREVENTER, (EM) ELECTRIC METER, (WM) WATER METER, (D) CLEANOUT, (S.D.) STORM DRAIN CLEANOUT, (S.S.) SANITARY SEWER CLEANOUT, (S.H.) SAND HOLE (TYPE AS NOTED), (CL) CENTER LINE, (INT) INTERSECTION, (P.C.) POINT OF CURVATURE, (P.I.) POINT OF INTERSECTION, (EOP) EDGE OF PAVEMENT, (B.C.) BACK OF CURB, (RCP) REINFORCED CONCRETE PIPE, (CWP) CORRUGATED METAL PIPE, (CSP) CORRUGATED PLASTIC PIPE, (PVC) POLYVINYL CHLORIDE PIPE, (HPE) HIGH DENSITY POLYETHYLENE, (W-4) WETLAND FLAG NUMBER, (SQFT) SQUARE FOOT, (W) WETLAND FLAG, (POND, AS NOTED, W/TIES TO PAGE), (LOCATED SINGLE-BRUNK TREE, SIZE & TYPE AS NOTED), (LOCATED MULTI-BRUNK TREE, SIZE & TYPE AS NOTED), (L.P.) LIGHT POLE, (SON) SON, (MAILBOX) MAILBOX, (SATELLITE) SATELLITE DISH, (C.P.P.) CONCRETE POWER POLE, (W.P.P.) WOOD POWER POLE, (C.W.A.) COY WIRE AND ANCHOR, (S.V.) SEWER VALVE, (S.V.) SEWER VALVE, (W.V.) WATER VALVE, (B.P.) BACKFLOW PREVENTER, (P.E.P.) PROPOSED ELEVATION PER DRAINAGE PLAN, (D.A.) PROPOSED DRAINAGE ARROW, (F.H.) FIRE HYDRANT, (R.C.) RAILROAD CROSSING, (S.S.) SANITARY SEWER MANHOLE, (D) STORM DRAINAGE MANHOLE, (E) ELECTRIC MANHOLE, (T) TELEPHONE MANHOLE



- NOTES: 1. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW AS-BUILT/RECORD INFORMATION OF A PORTION OF POND "E", TURNBILL CREEK CDD, ST. JOHNS COUNTY, FLORIDA. 2. BEARINGS AND STATE PLANE COORDINATES SHOWN WITH VALUES IN FEET AND DECIMAL THEREOF BASED ON NORTH AMERICAN DATUM 1983, FLORIDA EAST ZONE (D901). 3. ELEVATIONS SHOWN THUS: (12.3) AND REFERS TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). 4. THIS IS AN ABOVE SURFACE SURVEY ONLY. NO UNDERGROUND INFORMATION LOCATED OR SHOWN. 5. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER, THIS MAP AND OR REPORT IS NOT VALID AND IS FOR INFORMATIONAL PURPOSES ONLY. 6. THIS SURVEY AND OR REPORT IS CERTIFIED ONLY TO THE ENTITIES LISTED AND FOR THIS TRANSACTION ONLY. 7. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHT-OF-WAYS, EASEMENTS OR OTHER INSTRUMENTS OF RECORD.

CERTIFIED TO: TURNBILL CREEK CDD



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

I hereby certify that this survey, performed under my responsible direction meets the standards of practice for Land Surveyors in accordance with Chapter 59-17, Florida Administrative Code (Pursuant to Section 472.027, Florida Statutes), and further certify that there are no visible encroachments upon the subject property except as shown. Date of Survey: JUNE 24, 2022 Drafted By: TC Survey Scale: 1"=40' Reviewed By: TS Field Bk/ Pg: 968/36-38 XREF: NA Crew Chief: E.P. Project No: 22-116



# **Exhibit B**



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

Attn: District Manager

Invoice Date: August 9, 2022  
 Invoice Number: 5-191797  
 Period Ending: 4/23/2022  
 JMT Project Number: 20-02086-001  
 Prepared By: Amanda Engle  
 Email: [Aengle@JMT.com](mailto:Aengle@JMT.com)

**Turnbull Creek Community Development District - FY21**

<u>Period Ending</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/23/2022	Steven Collins	Sr. Engineer	51.50	\$175.00	\$9,012.50
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
			<u>98.50</u>		
				<b>Total Services:</b>	<b><u>\$14,495.00</u></b>
				<b>Amount Due This Invoice:</b>	<b><u>\$14,495.00</u></b>

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

*Steven Collins*

Steven Collins, Senior Engineer

Federal I.D. Number 52-0963531

Turnbull Creek Community Development District - FY21  
Work Performed Notes

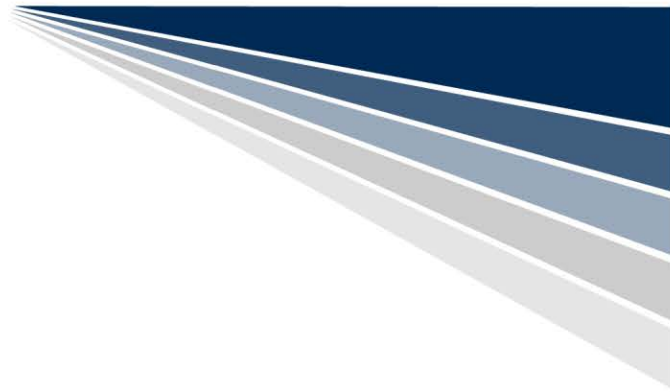
Employee	Name Date	Comment	Hours	
Carine, Reece	2/18/2022	Easement encroachment: Preparing encroaching homes exhibit	4.00	
Carine, Reece	2/21/2022	Easement encroachment: Identifying encroaching infrastructure	6.00	
Collins, Steven D	2/1/2022	Easement encroachment: Coordination with Surveyor and others	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	1.50	
Collins, Steven D	2/21/2022	Coordination on encroachment figures	1.00	
Collins, Steven D	2/22/2022	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 Ernest	2.00	
Collins, Steven D	3/4/2022	Coordination with contractor	0.50	
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	3/10/2022	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	3/14/2022	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	3/22/2022	Coordination with contractor about turbidity curtain. Submit inspection report to CDD.	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	4/12/2022	Inspect pond bank on another pond requested by District Manager.	6.50	
Collins, Steven D	4/14/2022	Turnbull Creek special meeting plus drive.	2.50	
Collins, Steven D	4/14/2022	Obtain quotes for contamination testing. Coordination with Contractor.	2.00	
Collins, Steven D	4/15/2022	Coordination with Universal Engineering Sciences for testing. Coordination with surveyors.	3.00	
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	
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	3/22/2022	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	
			Subtotal	81.00
			Subtotal of items retained on this invoice (below)	17.50
			<b>Total this invoice</b>	<b>98.50</b>

Highlighted Charges			Remove from Inv.	Keep on Inv.	Rational for retaining highlighted hours	
Collins, Steven D	3/2/2022	Coordination with Contractor about geogrid return	1.00	1		
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	2	1 Reduced 3 hours to 1 hour, because the CDD asked us to obtain borrow / quarry information from Contractor.	
Collins, Steven D	3/13/2022	Correspondence with CDD about certification request	0.50	0.5		
Collins, Steven D	3/16/2022	Discussion with contractor and Jennifer Kilinski about erosion from rain	2.00		2 This was the CDD asking us about erosion caused by the contractor's failure to stabilize the pond banks or install E&SC measures.	
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	5		
Collins, Steven D	3/21/2022	Respond to CDD inquiries about geogrid return or replacement	1.00	1		
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	1		
Collins, Steven D	3/28/2022	Weekly inspection report. Coordination with contractor. Coordination with Jennifer Kilinski	2.00	1.5	0.5 Reduced 2 hours to 0.5 hour for submitting inspection report.	
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.	3.00		3 Provide engineering review of pond bank repair options.	
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	1.5		
Collins, Steven D	3/31/2022	Provide alternative options and costs at request of CDD. Email recommendations to board.	1.00	1		
Collins, Steven D	3/31/2022	Provide alternative options and costs at request of CDD. Respond to immediate inquiries from Jennifer.	0.50	0.5		
Collins, Steven D	4/1/2022	Coordination with CDD and contractor	1.00	1		
Collins, Steven D	4/6/2022	Response to letter from Jennifer Kilinski.	1.00	1		
Collins, Steven D	4/7/2022	Response to letter from Jennifer Kilinski.	5.00	5		
Collins, Steven D	4/8/2022	Coordinate with JMT engineers and erosion control manufacturers to provide recommendation letter to District	6.00	6		
Collins, Steven D	4/11/2022	CDD asked us to request Contractor attend CDD meeting. Discussion with Contractor.	1.00	1		
Collins, Steven D	4/18/2022	Respond to CDD inquiries	0.50		0.5 This time was related to coordinating soil testing and obtaining survey quotes from Geomatics and Clarson, both of which were requested by the CDD.	
Collins, Steven D	4/19/2022	Respond to CDD inquiries	2.00		2 This time was related to coordinating soil testing and obtaining survey quotes from Geomatics and Clarson, both of which were requested by the CDD.	
Evert, Jason D	2/15/2022	Inspection to identify project extension at request of CDD	4.50		4.5 The board asked us to inspect the entire pond to ensure any project extension covered all necessary areas. This was the field time for performing that inspection. JMT recommended a project extension in two areas, and the CDD agreed to extend it in one of those areas.	
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		7 This was the inspection and inspection report requested by the CDD.	
			Totals	49.50	32.00	17.50

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

*Steven Collins*

Steven Collins, Senior Engineer



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

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

Attn: District Manager

Invoice Date: August 9, 2022  
 Invoice Number: 2-196087  
 Period Ending: 7/25/2022  
 JMT Project Number: 20-02086-001  
 Prepared By: Amanda Engle  
 Email: [Aengle@JMT.com](mailto:Aengle@JMT.com)

**Turnbull Creek Community Development District - FY21**

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<u>Period Ending</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/25/2022	Steven Collins	Senior Engineer	17.00	\$175.00	\$2,975.00
7/25/2022	Luis Tellechea	Senior Engineer	5.00	\$175.00	\$875.00
7/25/2022	Dakota Mohan	Senior Engineer	10.00	\$175.00	\$1,750.00
<b>Total Services:</b>					<b>\$5,600.00</b>
<b>Amount Due This Invoice:</b>					<b>\$5,600.00</b>

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

  
 \_\_\_\_\_  
 Steven Collins, Senior Engineer

Federal I.D. Number 52-0963531

Invoice Number: 2-196087

**Turnbull Creek Community Development District - FY21**

Work Performed Notes

Employee	Date	Comment	Hours	Additional Comments
Steven Collins	5/2/2022	Phone calls with Contractor and Universal Engineering Sciences and Clarson Survey to facilitate requests from the District.	1.00	
	5/17/2022	May Meeting	1.00	
	5/26/2022	Call Clarson & Associates to discuss survey schedule	0.50	
	5/31/2022	Scheduling with Surveyor, CDD, and Contractor. Email and phone calls.	1.00	
	6/1/2022	Schedule walkthrough with Contractor and JMT Staff and CDD Staff	0.50	
	6/3/2022	Scheduling Surveyor and Discussion with Contractor on when the survey can take place	1.00	
	6/13/2022	Pond Construction walkthrough (2+hrs of walkthrough, 1.5 hrs travel each way to Lake Mary)	5.00	
	6/14/2022	Monthly Meeting-Turnbull Creek	1.00	
	6/21/2022	Pond bank repair and second walkthrough with Jeremy Vencil and Contractor	5.00	
	7/12/2022	Review Turnbull permits to answer Jennifer Kilinski's questions about dredging. Determined what the required permanent pool volume is and how much is available (excess volume) based on the original design plans.	1.00	
			<b>17.00</b>	
Luis Tellechea	6/13/2022	Pond Construction walkthrough (2+hrs of walkthrough, 1.5 hours travel each way to Lake Mary)	5.00	
			<b>5.00</b>	
Dakota Mohan	6/21/2022	Pond bank repair and second walkthrough with Jeremy Vencil and Contractor	5.00	
	7/6/2022	Site visit prior to sod laydown at request of District	5.00	
			<b>10.00</b>	

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

  
 Steven Collins, Senior Engineer

# **Exhibit C**





Rizzetta & Company

## UPCOMING DATES TO REMEMBER

- **Next Meeting:** September 13, 2022 at 6:30 PM
- **FY 2022-2023 Audit Completion Deadline:** June 30, 2023
- **General Election (Seats 1, 3 & 5):** November 8, 2022  
(Seats currently held by Brian Wing, Chris DelBene, & Chuck Labanowski)

# District Manager's Report

August 9

# 2022

### Updates:

FY 22/23 Budget Assessment Mailed and Published Notices Completed.

Financial Audit for September 30, 2021 was completed and submitted prior to the required completion deadline of June 30, 2022.

St. Johns County confirmed receipt of the Stormwater Needs Analysis Report.

Conducted a review of the Trust Indenture's compliance requirements with Counsel and have submitted the required documents to Trustee.

It was discovered that Resolution 2022-06 was duplicated with the Resolution for Appointing a District Manager. To correct this duplicate, this Resolution will be renamed to 2022-07 and the following Resolutions will be renumbered accordingly up to Resolution 2022-12 becoming Resolution 2022-13.

District received Consent to Easement Encroachment for Unit 3, Lot 666. In process of being executed by Chairman.

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On Monday, August 8, 2022, met with Supervisor Vencil to test Microsoft Teams and reviewed Agenda with Amenity Manager.

Drafted the FY 22/23 Board of Supervisor's Meeting Schedule.

District has received payment from HOA in the amount of \$7,026.44. Amenity Manager has advised that a second invoice will be submitted to HOA for reimbursement to the District.

**Currently in Progress:**

Requested Board of Supervisors to complete W9's and Supervisor Questionnaires.

Working with District Engineer, Counsel and On-Site Staff regarding pond bank project.

Working with EGIS Insurance Advisors and reviewing District coverage for upcoming renewal.

Working with On-Site Staff, Counsel and EGIS Insurance Advisors to ensure District has all requested information to possibly extend pool hours into the evenings.

Working with Amenity Manager in the current practice and process for monitoring revenue received by the District.

Poolsure Addendum has been sent to the vendor for review and signature. Will forward to Chairman once signed for final execution.

District records continue to be sorted both electronically and hard copies. Making great progress, as process is extensive.

Updating District billing address with vendors.

Researching JEA Streetlight Agreement with District.

District's backflows were inspected with one backflow failing. Working with Operations Manager and vendor in completing repairs and to ensure vendor provides updated passed inspection report to JEA upon completion.

Next Board Meeting the GMS May Financials along with the Rizzetta Financials will be provided.



Rizzetta & Company

# Turnbull Creek Community Development District

[www.turnbullcreekcdd.com](http://www.turnbullcreekcdd.com)

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**Approved Proposed Budget  
for  
Fiscal Year 2022/2023**



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SAMPLE



Rizzetta & Company

Approved Proposed Budget  
Turnbull Creek Community Development District  
General Fund  
Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 04/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
1	<b>REVENUES</b>							
2								
3	Special Assessments							
4	Tax Roll	\$ 1,192,773	\$ 1,207,019	\$ 1,207,047	\$ (28)	\$ 1,294,941	\$ 87,894	
5	Other Miscellaneous Revenues							
6	HOA Capital Transfer	\$ -	\$ 9,000	\$ -	\$ 9,000	\$ -	\$ -	
7	Facilities Rentals	\$ 4,809	\$ 6,809	\$ 3,000	\$ 3,809	\$ 3,000	\$ -	
8	Program Revenue Sharing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Interest Earnings	\$ 3,580	\$ 3,975	\$ 2,000	\$ 1,975	\$ 2,000	\$ -	
10	Carry Forward Surplus	\$ -	\$ 23,510	\$ 99,413	\$ (75,903)	\$ -	\$ (99,413)	
11								
12	<b>TOTAL REVENUES</b>	<b>\$ 1,201,162</b>	<b>\$ 1,250,313</b>	<b>\$ 1,311,460</b>	<b>\$ (61,147)</b>	<b>\$ 1,299,941</b>	<b>\$ (11,519)</b>	
13								
14	<b>EXPENDITURES - ADMINISTRATIVE</b>							
15								
16	Legislative							
17	Supervisor Fees	\$ 3,200	\$ 5,600	\$ 6,400	\$ 800	\$ 7,000	\$ 600	
18	FICA Expense	\$ 245	\$ 428	\$ 490	\$ 62	\$ 536	\$ 46	
19	Financial & Administrative							
20	District Management	\$ 26,250	\$ 44,333	\$ 45,000	\$ 667	\$ 43,000	\$ (2,000)	
21	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 4,800	\$ (200)	
22	Dissemination Agent	\$ 1,467	\$ 2,300	\$ 2,850	\$ 550	\$ 1,000	\$ (1,850)	
23	Website Hosting, Maintenance & Backup	\$ 1,050	\$ 1,600	\$ 1,800	\$ 200	\$ 1,200	\$ (600)	
24	District Engineer	\$ 15,735	\$ 23,845	\$ 16,000	\$ (7,845)	\$ 25,000	\$ 9,000	
25	Trustees Fees	\$ 8,131	\$ 13,890	\$ 14,620	\$ 730	\$ 14,620	\$ -	
26	Auditing Services	\$ -	\$ 3,745	\$ 3,745	\$ -	\$ 3,745	\$ -	
27	Arbitrage Rebate Calculation	\$ -	\$ 3,000	\$ 2,400	\$ (600)	\$ 3,000	\$ 600	
28	Public Officials Liability Insurance	\$ 8,927	\$ 8,927	\$ 9,488	\$ 561	\$ 10,713	\$ 1,225	
29	Legal Advertising	\$ 72	\$ 1,000	\$ 2,000	\$ 1,000	\$ 2,000	\$ -	
30	Dues Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
31	Miscellaneous Fees - Other Current Charges	\$ 437	\$ 800	\$ 1,000	\$ 200	\$ 1,000	\$ -	
32	ADA Website Compliance Contract	\$ 700	\$ 800	\$ 1,200	\$ 400	\$ -	\$ (1,200)	
33	Telephone	\$ 231	\$ 531	\$ 1,000	\$ 469	\$ 1,000	\$ -	
34	Postage	\$ 485	\$ 947	\$ 800	\$ (147)	\$ 1,000	\$ 200	
35	Printing & Binding	\$ 215	\$ 1,447	\$ 1,800	\$ 353	\$ 1,800	\$ -	
36	Office Supplies	\$ 14	\$ 60	\$ 170	\$ 110	\$ 170	\$ -	
37	Legal Counsel							
38	District Counsel	\$ 32,779	\$ 47,000	\$ 47,000	\$ -	\$ 47,000	\$ -	
39								
40	<b>Administrative Subtotal</b>	<b>\$ 105,113</b>	<b>\$ 165,428</b>	<b>\$ 162,938</b>	<b>\$ (2,490)</b>	<b>\$ 168,759</b>	<b>\$ 5,821</b>	
41								
42	<b>EXPENDITURES - FIELD OPERATIONS</b>							
43								
44	Security Operations							
45	Security Monitoring Services	\$ 6,827	\$ 9,442	\$ 6,409	\$ (3,033)	\$ 7,755	\$ 1,346	
46	Electric Utility Services							
47	Utility Services	\$ 18,175	\$ 34,109	\$ 36,000	\$ 1,891	\$ 39,240	\$ 3,240	
48	Street Lights	\$ 22,965	\$ 39,727	\$ 40,500	\$ 773	\$ 42,111	\$ 1,611	
49	Garbage/Solid Waste Control Services							
50	Garbage - Recreation Facility	\$ 6,430	\$ 11,225	\$ 11,424	\$ 199	\$ 11,900	\$ 476	
51	Water-Sewer Combination Services							
52	Utility Services	\$ 4,420	\$ 11,434	\$ 12,000	\$ 566	\$ 13,080	\$ 1,080	
53	Stormwater Control							
54	Lake/Pond Bank Maintenance	\$ 8,521	\$ 13,468	\$ 14,100	\$ 632	\$ 16,500	\$ 2,400	
55	Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
56	Other Physical Environment							
57	General Liability Insurance / Property	\$ 14,994	\$ 14,994	\$ 25,421	\$ 10,427	\$ 28,705	\$ 3,284	
58	Landscape Maintenance	\$ 164,178	\$ 281,448	\$ 350,698	\$ 69,250	\$ 289,884	\$ (60,814)	
59	Landscape Miscellaneous	\$ 18,222	\$ 28,000	\$ 28,000	\$ -	\$ 28,000	\$ -	
60	Irrigation Repairs	\$ 1,555	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	
61	Parks & Recreation							
62	Facility Management	\$ 37,614	\$ 64,481	\$ 64,481	\$ -	\$ 68,608	\$ 4,127	
63	Facility Monitors	\$ 12,823	\$ 25,581	\$ 25,581	\$ -	\$ 27,627	\$ 2,046	
64	Facility Attendants	\$ 6,844	\$ 17,124	\$ 17,124	\$ -	\$ 18,494	\$ 1,370	
65	Field Operations	\$ 31,607	\$ 54,184	\$ 54,184	\$ -	\$ 57,652	\$ 3,468	
66	Facility Maintenance	\$ 30,214	\$ 51,796	\$ 51,796	\$ -	\$ 55,111	\$ 3,315	
67	Program Director	\$ 1,588	\$ 2,722	\$ 2,722	\$ -	\$ 2,896	\$ 174	
68	Lifeguards / Pool Monitors	\$ 4,181	\$ 25,820	\$ 33,312	\$ 7,492	\$ 38,975	\$ -	
69	Pool Maintenance	\$ 8,108	\$ 13,900	\$ 14,317	\$ 417	\$ 15,233	\$ -	
70	Pool Chemicals	\$ 6,945	\$ 14,552	\$ 13,524	\$ (1,028)	\$ 17,463	\$ -	
71	Janitorial Services	\$ 5,133	\$ 8,800	\$ 9,064	\$ 264	\$ 9,644	\$ -	
72	Common Area Waste Collection	\$ 11,284	\$ 19,344	\$ 19,344	\$ -	\$ 20,582	\$ -	
73	Maintenance & Repair	\$ 28,588	\$ 46,800	\$ 36,000	\$ (10,800)	\$ 48,000	\$ 12,000	
74	Pressure Washing	\$ 2,550	\$ 2,550	\$ 2,700	\$ 150	\$ 2,700	\$ -	

Approved Proposed Budget  
Turnbull Creek Community Development District  
General Fund  
Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 04/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
75	Recreational Passes	\$ 245	\$ 800	\$ 800	\$ -	\$ 800	\$ -	
76	Pest Control	\$ 1,399	\$ 2,871	\$ 3,123	\$ 252	\$ 3,123	\$ -	
77	Licenses, Fees & Permits	\$ 1,739	\$ 2,089	\$ 2,000	\$ (89)	\$ 2,100	\$ 100	
78	General & Office Supplies	\$ 515	\$ 1,800	\$ 1,800	\$ -	\$ 1,800	\$ -	
79	Cable Television & Internet	\$ 2,308	\$ 3,885	\$ 3,800	\$ (85)	\$ 4,079	\$ 279	
80	Amenity Miscellaneous Expense	\$ 315	\$ 540	\$ 540	\$ -	\$ 540	\$ -	
81	Special Events							
82	Special Events	\$ 19,805	\$ 22,640	\$ 9,000	\$ (13,640)	\$ 20,000	\$ 11,000	
83	Holiday Decorations	\$ 2,580	\$ 6,772	\$ 6,772	\$ -	\$ 6,735	\$ (37)	
84	Contingency							
85	Miscellaneous Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
86	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
87	Capital Reserves	\$ -	\$ 245,986	\$ 245,986	\$ -	\$ 225,845	\$ (20,141)	
88								
89	<b>Field Operations Subtotal</b>	<b>\$ 482,672</b>	<b>\$ 1,084,884</b>	<b>\$ 1,148,522</b>	<b>\$ 63,638</b>	<b>\$ 1,131,182</b>	<b>\$ (29,676)</b>	
90								
91	<b>TOTAL EXPENDITURES</b>	<b>\$ 587,785</b>	<b>\$ 1,250,312</b>	<b>\$ 1,311,460</b>	<b>\$ 61,148</b>	<b>\$ 1,299,941</b>	<b>\$ (23,855)</b>	
92								
93	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 613,377</b>	<b>\$ 1</b>	<b>\$ -</b>	<b>\$ (122,295)</b>	<b>\$ -</b>	<b>\$ 12,336</b>	

SAMPLE

## Turnbull Creek Community Development District

3

## Debt Service

Fiscal Year 2022/2023

Chart of Accounts Classification	Series 2015A1-2	Series 2015B1-2	Series 2016	Budget for 2022/2023
<b>REVENUES</b>				
Special Assessments				
Net Special Assessments <sup>(1)</sup>	\$983,145.32	\$78,821.03	\$286,504.77	\$1,348,471.13
<b>TOTAL REVENUES</b>	<b>\$983,145.32</b>	<b>\$78,821.03</b>	<b>\$286,504.77</b>	<b>\$1,348,471.13</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Financial & Administrative				
Debt Service Obligation	\$983,145.32	\$78,821.03	\$286,504.77	\$1,348,471.13
<b>Administrative Subtotal</b>	<b>\$983,145.32</b>	<b>\$78,821.03</b>	<b>\$286,504.77</b>	<b>\$1,348,471.13</b>
<b>TOTAL EXPENDITURES</b>	<b>\$983,145.32</b>	<b>\$78,821.03</b>	<b>\$286,504.77</b>	<b>\$1,348,471.13</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

St. Johns County Collection Costs (2%) and Early Payment Discounts (4%)

6.0%

**Gross assessments****\$1,434,543.75****Notes:**

1. Tax Roll Collection Costs and Early Payment Discounts are 6% of the Tax Roll. See Assessment Table.
2. Debt Service Budget for FY 2022-2023 reflects Maximum Annual Debt Service less any Prepaid Assessments received.

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

2022/2023 O&M Budget		\$1,294,941.00
St. Johns County Collection Cost @	2%	\$27,551.94
Early Payment Discount @	4%	\$55,103.87
<b>2022/2023 Total</b>		<b>\$1,377,596.81</b>

2021/2022 O&M Budget	\$1,207,047.00
2022/2023 O&M Budget	\$1,294,941.00

<b>Total Difference</b>	<b>\$87,894.00</b>
-------------------------	--------------------

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2021/2022	2022/2023	\$	%
<b>PHASE 1</b>				
Series 2015A1-2 Debt Service - Single Family	\$1,451.69	\$1,451.69	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,436.49	\$97.53	7.28%
<b>Total</b>	<b>\$2,878.73</b>	<b>\$2,976.26</b>	<b>\$97.53</b>	<b>3.39%</b>
Series 2015A1-2 Debt Service - Single Family (Partial)	\$682.48	\$682.48	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,436.49	\$97.53	7.28%
<b>Total</b>	<b>\$2,109.52</b>	<b>\$2,207.05</b>	<b>\$97.53</b>	<b>4.62%</b>
<b>PHASE 2</b>				
Series 2016 Debt Service - Single Family	\$1,427.85	\$1,427.85	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,436.49	\$97.53	7.28%
<b>Total</b>	<b>\$2,854.89</b>	<b>\$2,952.42</b>	<b>\$97.53</b>	<b>3.42%</b>
Series 2016 Debt Service - Single Family (Partial)	\$696.04	\$696.04	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,436.49	\$97.53	7.28%
<b>Total</b>	<b>\$2,123.08</b>	<b>\$2,220.61</b>	<b>\$97.53</b>	<b>4.59%</b>
Series 2016 Debt Service - Single Family (Partial)	\$713.88	\$713.88	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,436.49	\$97.53	7.28%
<b>Total</b>	<b>\$2,140.92</b>	<b>\$2,238.45</b>	<b>\$97.53</b>	<b>4.56%</b>
Series 2016 Debt Service - Single Family (Partial)	\$678.19	\$678.19	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,436.49	\$97.53	7.28%
<b>Total</b>	<b>\$2,105.23</b>	<b>\$2,202.76</b>	<b>\$97.53</b>	<b>4.63%</b>

\*Certain lots have been partially paid down, resulting in a reduction of their debt service assessment.



**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$1,294,941.00
COLLECTION COSTS @	2.0%	\$27,551.94
EARLY PAYMENT DISCOUNT @	4.0%	\$55,103.87
<b>TOTAL O&amp;M ASSESSMENT</b>		<b><u>\$1,377,596.81</u></b>

LOT SIZE	UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT			PER LOT ANNUAL ASSESSMENT					
	O&M	SERIES 2015A1-2 DEBT SERVICE <sup>(1)</sup>	SERIES 2015B1-2 DEBT SERVICE <sup>(1)</sup>	SERIES 2016 DEBT SERVICE <sup>(1)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	SERIES 2015A1-2 O&M	SERIES 2015B1-2 DEBT SERVICE <sup>(2)</sup>	SERIES 2016 DEBT SERVICE <sup>(3)</sup>	SERIES 2016 DEBT SERVICE <sup>(4)</sup>	TOTAL <sup>(5)</sup>
	<b>PHASE 1</b>												
SINGLE FAMILY	739	720	734		1.00	739.00	77.06%	\$1,061,568.34	\$1,436.49	\$1,451.69	\$88.08	\$0.00	\$2,976.26
SINGLE FAMILY (PARTIAL)	1	1	1		1.00	1.00	0.10%	\$1,436.49	\$1,436.49	\$682.48	\$88.08	\$0.00	\$2,207.05
<b>PHASE 2</b>													
SINGLE FAMILY	216		214	212	1.00	216.00	22.52%	\$310,282.49	\$1,436.49	\$0.00	\$88.08	\$1,427.85	\$2,952.42
SINGLE FAMILY (PARTIAL)	1		1	1	1.00	1.00	0.10%	\$1,436.49	\$1,436.49	\$0.00	\$88.08	\$696.04	\$2,220.61
SINGLE FAMILY (PARTIAL)	1		1	1	1.00	1.00	0.10%	\$1,436.49	\$1,436.49	\$0.00	\$88.08	\$713.88	\$2,238.45
SINGLE FAMILY (PARTIAL)	1		1	1	1.00	1.00	0.10%	\$1,436.49	\$1,436.49	\$0.00	\$88.08	\$678.19	\$2,202.76
<b>TOTAL</b>	<b>959</b>	<b>721</b>	<b>952</b>	<b>215</b>		<b>959.00</b>	<b>100.00%</b>	<b>\$1,377,596.81</b>					

LESS: St. Johns County Collection Costs (2%) and Early Payment Discount (4%):

(\$82,655.81)

Net Revenue to be Collected:

\$1,294,941.00

<sup>(1)</sup> Reflects the number of total lots with Series 2015A1-2, Series 2015B1-2, and Series 2016 debt outstanding.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2015A1-2 bond issuance. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2015B1-2 bond issuance. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

<sup>(4)</sup> Annual debt service assessment per lot adopted in connection with the Series 2016 bond issuance. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

<sup>(5)</sup> Annual assessment that will appear on November 2022 St. Johns property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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### **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

## **Tab 19**

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

## Operations and Maintenance Expenditures May 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2022 through May 31, 2022. This does not include expenditures previously approved by the Board.

The total items being present \$ **150,782.72**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

May 1, 2022 Through May 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Dodycalls of Jacksonville	1567	717	Dog Waste Bags	\$ 138.00
Future Horizons, Inc	1568	72904	Lake Maintenance 04/22	\$ 1,175.00
Governmental Management Services	1569	289	Management Fees 05/22	\$ 4,426.65
Hancock Whitney Bank	1570	38814	Series 2016 Trustee Fees	\$ 4,500.00
Kenneth W Baxley	1571	5212022	Event 05/21/22	\$ 350.00
Poolsure	1572	13129560	Pool Chemicals 05/22	\$ 1,521.53
Riverside Management Services, Inc.	1573	77	Facility Management 05/22	\$ 21,114.62
Southeast Fitness Repaid	1574	18003D	Fitness Equipment Repaid	\$ 268.84
Turner Pest Control	1575	17623193	Pest Control 05/22	\$ 121.28
Turner Pest Control	1575	17623834	Pest Control 05/22	\$ 82.69
Governmental Management Services	1580	290	Transport CDD Files to Rizzetta	\$ 162.25
Governmental Management Services	1581	291	Management Fees 06/22	\$ 1,389.00

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

May 1, 2022 Through May 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Riverside Management Services, Inc.	1582	79	Lifeguard Services 04/22	\$ 2,046.60
Riverside Management Services, Inc.	1582	81	Facility Maintenance Repairs 04/22	\$ 84.69
Southeast Fitness Repaid	1583	17850A	Quarterly PM	\$ 400.00
Southeast Fitness Repaid	1584	17977A	Repair Recumbent Bike	\$ 170.00
The St Augustine Record	1585	3406616	Notice of Meeting 03/29/22	\$ 71.80
Future Horizon, Inc.	1576	72507	Lake Maintenance 03/22	\$ 1,224.33
John, Mirmiran & Thompson, Inc.	1577	1-191804	Professional Services 04/22	\$ 5,890.00
Neighborhood Publications, Inc.	1578	MURA5880	Website 05/22	\$ 45.00
Trimac Outdoor	1579	13603	Remove (5) Dead Pine Trees	\$ 3,150.00
Trimac Outdoor	1579	13776	Landscape Maintenance 05/22	\$ 23,454.00
Trimac Outdoor	1579	13889	Remove Debris-Terracina	\$ 285.00
Trimac Outdoor	1579	13896	Lift Drain Gate	\$ 350.00

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

May 1, 2022 Through May 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Poolsure	1588	131295605977	1" Toro Valve	\$ 189.94
KE Law Group	1586	2494	General Services 04/22	\$ 6,259.00
KE Law Group	1586	2498	Monthly Meeting 04/22	\$ 1,761.89
The St Augustine Record	1587	10341386	Notice of Meeting 05/16/22	\$ 67.32
The St Augustine Record	1587	10341386	Notice of Meeting 05/06/22	\$ 71.80
Trimac Outdoor	112	13280	Mulching 2022	\$ 41,110.00
Boudreaux's Pro Grade LLC	113	8214	Pong Bank Repair Project	\$ 24,000.00
Hancock Whitney Bank	CD002	52422	Credit Card Charges 04/22	\$ 3,847.51
Waste Management	ACH0522-4	0017105-4032-7	Waste Collection-Recreation Facilities 05/22	\$ <u>1,053.98</u>
<b>Report Total</b>				<b>\$ <u>150,782.72</u></b>

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

## Operations and Maintenance Expenditures June 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2022 through June 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures:           **\$10,593.14**

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

June 1, 2022 Through June 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Comcast	ACH0622-1	8495 74 140 0863399 06/22	Comcast 101 W POSITANO 06/22	\$ 312.00
Comcast	ACH0622-1	ACH Comcast 2 06/22	Comcast 401701846 06/22	\$ 121.25
Florida Power and Light	ACH0622-2	ACH FPL 06/22	Summary Electric 06/22	\$ 6,397.86
Hancock Whitney Bank	ACH0622-3	ACH Whitney CC 06/22	Hancock Whitney Bank Credit Card Charges 06/22	\$ 2,678.29
Hi-Tech System	ACH0622-4	ACH Hi-Tech 06/22	Security 06/22	\$ 30.00
Waste Management	ACH0622-5	ACH Waste 06/22	Waste Collection-Common Area 06/22	<u>\$ 1,053.74</u>
Report Total				<u>\$ 10,593.14</u>



# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

## Operations and Maintenance Expenditures July 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures:           **\$163,515.81**

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
AAA Leak Finders, Inc.	001597	19686	Pump Install 06/22	\$ 3,820.00
Alfred W. Grover, Electrical Contractor	001596	62322	Light Fixture Repair 06/22	\$ 300.00
Alfred W. Grover, Electrical Contractor	001596	71122	Bathroom Light Install	\$ 180.00
Alfred W. Grover, Electrical Contractor	001596	72022	Wire Pool Pump 07/22	\$ 630.00
Berger, Toombs, Elam, Gaines and Frank CPA	001598	359158	Audit Services FY21/22	\$ 3,745.00
Future Horizons, Inc	001590	73314	Monthly Aquatic Weed Control 05/22	\$ 1,175.00
Future Horizons, Inc	001590	73696	Monthly Aquatic Weed Control 06/22	\$ 1,175.00
Future Horizons, Inc	001599	73933	Fountain Repair 07/22	\$ 140.00
Grau & Associates	001591	22607	Arbitrage - Series 2015 A - 1,2 B - 1,2 and Series 2016 5/22	\$ 3,000.00
J Fletcher Enterprises Inc., dba Trimac Outdoor	001595	13604	Installation of Crotons, Sweet Potatos, Soil 04/22	\$ 786.00
J Fletcher Enterprises Inc., dba Trimac Outdoor	001595	13924	Trim Tree - Ezekiel 05/22	\$ 9,520.00

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
J Fletcher Enterprises Inc., dba Trimac Outdoor	001595	13925	Remove Turf and Intsall Sod 05/22	\$ 1,100.00
J Fletcher Enterprises Inc., dba Trimac Outdoor	001595	13926	Intall Pine Straw 05/22	\$ 5,200.00
J Fletcher Enterprises Inc., dba Trimac Outdoor	001595	13927	Install Roses, Jasmine and Soil 05/22	\$ 967.00
J Fletcher Enterprises Inc., dba Trimac Outdoor	001595	14117	Landscape Maintenance 06/22	\$ 23,454.00
J Fletcher Enterprises Inc., dba Trimac Outdoor	001608	14386	Landscape Maintenance 07/22	\$ 23,454.00
KE Law Group, PLLC	001600	2881	Legal Services 05/22	\$ 3,862.75
KE Law Group, PLLC	001600	2882	Legal Services 05/22	\$ 1,754.36
KE Law Group, PLLC	001600	2996	Legal Services 06/22	\$ 1,748.96
KE Law Group, PLLC	001600	3023	Legal Services 06/22	\$ 3,076.50
Keith Zimmer	001610	836227	Mailbox Installation	\$ 145.00
My Clean Roof LLC	001601	101	Pressure Washing 06/22	\$ 1,200.00

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
My Clean Roof LLC	001601	107	Pressure Wash Parking Lot 06/22	\$ 200.00
Neighborhood Publications, Inc.	001602	MURA5881	Website Fee 06/22	\$ 45.00
Poolsure	001603	131295606890	Pool Service 06/22	\$ 1,616.44
Poolsure	001592	131295607742	Seasonal Billing Rate 07/22	\$ 1,616.44
Riverside Management Services, Inc.	001605	80	Management Services 06/22	\$ 19,602.66
Riverside Management Services, Inc.	001605	82	Lifeguard Services 05/22	\$ 2,788.65
Riverside Management Services, Inc.	001605	83	Management Services 07/22	\$ 19,239.61
Riverside Management Services, Inc.	001605	84	Janitor Service 06/22	\$ 755.33
Riverside Management Services, Inc.	001605	85	Pool Maintenance 06/22	\$ 1,193.08
Riverside Management Services, Inc.	001605	86	Facility Monitor/Attendant 06/22	\$ 584.69
Riverside Management Services, Inc.	001605	87	Janitor Service 07/22	\$ 755.33

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Riverside Management Services, Inc.	001605	88	Pool Service 07/22	\$ 1,193.08
Riverside Management Services, Inc.	001605	89	Lifeguard Services 06/22	\$ 5,766.45
Riverside Management Services, Inc.	001605	92	Facility Maintenance 06/22	\$ 493.47
Rizzetta & Company, Inc.	001593	INV0000069363	Management Services 07/22	\$ 5,893.19
Rizzetta & Company, Inc.	001604	INV0000069592	Mass Mailing 07/22	\$ 1,137.68
Southeast Fitness Repair	001606	17850.1A	Quarterly PM 06/22	\$ 400.00
Southeast Fitness Repair	001594	18068A	REPLACE D-PAD 05/22	\$ 130.40
Stu's Handy Hands, Inc.	001607	063022	Bathroom Door Repair 06/22	\$ 75.00
Stu's Handy Hands, Inc.	001607	063022B	Door Repair 06/22	\$ 206.00

# TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

July 1, 2022 Through July 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
US Bank	001609	6472341	Trustee Fees Bond Series 2015B1-2 03/01/22-02/28/23	\$ 3,771.25
US Bank	001609	6472345	Trustee Fees Bond Series 2015A1-2 03/01/22-02/28/23	<u>\$ 5,618.49</u>
<b>Report Total</b>				<b><u>\$ 163,515.81</u></b>