



Rizzetta & Company

Turnbull Creek Community Development District

**Board of Supervisors' Meeting
November 8, 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

District Board of Supervisors	Chris Delbene Diana Jordan-Baldwin Chuck Labanowski Jeremy Vencil Brian Wing	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Carol Brown	Rizzetta & Company
District Counsel	Jennifer Kilinski	KE Law Group
District Engineer	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 **Audience Comments and Supervisor Requests**. 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

November 1, 2022

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District will be held on November 8, 2022 at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

- 1. CALL TO ORDER / ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - 1.) Update on Pond Bank Project Status
 - C. Landscape Manager.....Tab 1
 - 1.) Irrigation Report, Dated September 19, 2022
 - D. Amenity and Field Operation Managers.....Tab 2
 - 1.) Monthly Murabella Operations Report, Dated November 8, 2022
 - 2.) Update on Parking Lot Expansion and Proposal(s)
 - E. District Manager
- 4. BUSINESS ITEMS**
 - A. Ratification of JMT Work Authorization No. 3 for Engineer's Certificate
.....Tab 3
 - B. Consideration of Acceptance of JMT Notice of Termination.....Tab 4
 - C. Ratification of Authorization of RFQ for District Engineering Services Tab 5
 - D. Consideration of Ranking and Review of District Engineering
Services Proposal(s) (*Under Separate Cover*)
 - E. Ratification of Changes to Easement Variance Policy.....Tab 6
 - F. Ratification of Trimac Outdoor Hurricane Response Proposal.....Tab 7
 - G. Ratification of Trimac Outdoor Main Line Irrigation Proposal.....Tab 8
 - H. Consideration of Trimac Outdoor Tree Removal Invoice.....Tab 9
 - I. Consideration of Revised Trimac Outdoor Baseball Field Proposal...Tab 10
 - J. Consideration of Trimac Outdoor Pine Straw and Mulch Proposal....Tab 11
 - K. Consideration of Sunshade Replacement Proposal(s).....Tab 12
 - L. Consideration of Joy of Tennis Agreement.....Tab 13
 - M. Ratification of Future Horizon Agreement.....Tab 14

N. Consideration of Waste Service Proposal(s).....	Tab 15
O. Consideration of Turner Pest Control Renewal Agreement.....	Tab 16
P. Consideration of Workers Compensation Insurance Policy.....	Tab 17
Q. Consideration of Pool Camera Security Proposal(s)* (Under Separate Cover)	
R. Ratification of Vector Security Agreement* (Under Separate Cover)	
S. Additional Proposals as Requested	
5. BUSINESS ADMINISTRATION	
A. Approval of Consent Agenda:	
1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held September 13, 2022.....	Tab 18
2.) Ratification of the Operation and Maintenance Expenditures for August 2022.....	Tab 19
6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS	
7. ADJOURNMENT	

**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.*

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

Yours kindly,

Carol L. Brown

Carol L. Brown

Tab 1

A

OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name: <u>Murphy</u>		
Location	<u>By Tennis</u>		Location	<u>By Tennis Court & Pond</u>		Location:	<u>101 Posit-210</u>	
Type/Size	<u>RB</u>		Size			Technician:	<u>Shelton & Michael</u>	
Rain Gauge	<input type="checkbox"/>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Source	Meter	Well	<input checked="" type="checkbox"/> Pump	Date of Inspection:	<u>7-19-22</u>
Power On	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N				Inspection #:	of in contract	
General Information			Backflow	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Inspection Start Time:		
Valve Type			PRV	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Inspection End Time:		
Adequate Coverage	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Master Valve	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Set to Run:	Odd Even	Every Days
						or Days of the Week:	<u>A S (M) T W (T) F S</u>	

Zone	Controller	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Plant Type			Repairs Proposed or Completed										Start Times					
				Turf	Shrub	Annual	Pipes		Valves		Broken Heads			Adjustments								
							Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered		
1	R		50	✓																		<p><u>A: 8 PM</u> <u>By Ann Every day</u> <u>4+16</u></p> <p>Zone Locations</p> <ul style="list-style-type: none"> Tennis Court Volleyball to Baseball Soccer field Playground area & P-LOT Arbor & Basketball II Sidewalk Post Mail Porta Potty Round about Porta Potty CI Dark Rose CR Veterin Sidewalk across Ann Sidewalk across 1st to Ent + Ent Sidewalk Ent + Ent Sidewalk Ent + Ent & Island
2	S		20	✓	✓											2						
3	S		50	✓	✓	✓										4						
4	R		50	✓	✓											1						
5	S		20	✓	✓											1						
6	R		50	✓												2						
7	R		50	✓												1						
8	S		20	✓	✓											2						
9																						
10	R		50	✓	✓				✓													
11	R		50	✓	✓																	
12	S		20	✓	✓																	
13	R		50	✓												1						
14	S		20	✓	✓																	
15	R		50	✓								2				3						
16	S		10	✓	✓	✓										1						

Comments Zone 12 - 1/2 Zone Not working

B

OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller		Point of Connection		Site Name:	Marabella
Location	Pond by tennis	Location	By tennis court & pond	Location:	704 Positano
Type/Size	RB	Size		Technician:	Juanthang Aidan
Rain Gauge	Y	Source	Meter Well Rump	Date of Inspection:	9-24-23
Power On	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N			Inspection #:	of in contract
General Information		Backflow	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Inspection Start Time:	
Valve Type		PRV	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Inspection End Time:	
Adequate Coverage	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Master Valve	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Set to Run:	Odd Even Every Days
				or Days of the Week:	S <input checked="" type="checkbox"/> T W T F S

Zone	Controller	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Plant Type			Repairs Proposed or Completed											Start Times	
				Turf	Shrub	Annual	Pipes		Valves			Broken Heads			Adjustments				
				Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered	Zone Locations	
1	R		50	<input checked="" type="checkbox"/>															Soccer field
2	R		50	<input checked="" type="checkbox"/>															Berm by tennis court
3	R		50	<input checked="" type="checkbox"/>															far soccer field
4	R		50	<input checked="" type="checkbox"/>															far soccer field
5	R		50	<input checked="" type="checkbox"/>															far soccer field
6	R		50	<input checked="" type="checkbox"/>															far soccer field
7	R		50	<input checked="" type="checkbox"/>															far corner soccer field
8	R		50	<input checked="" type="checkbox"/>															far back berm soccer
9	R		50	<input checked="" type="checkbox"/>															Berm back corner soccer
10	R		50	<input checked="" type="checkbox"/>															Berm along houses
11	R		50	<input checked="" type="checkbox"/>															Berm along houses
12	R		50	<input checked="" type="checkbox"/>															Berm messina DR
13	R		50	<input checked="" type="checkbox"/>															
14	R																		
15	R																		
16	R		50	<input checked="" type="checkbox"/>															
17	R		50	<input checked="" type="checkbox"/>															Berm messina & porta Rosa
18	R																		Berm Back 704 - Porta Pellino
19	R																		
20	R																		
21	R																		
22	R																		
23	R																		
24	R																		

Comments: * After zone 18 nothing really works

? = can't find

7-18-19-24-25-26-29-31



OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name: <i>Murabella</i>		
Location	<i>Mall center / Positane</i>		Location	<i>By Tennis * Pond</i>		Location: <i>101 Positane Ave</i>		
Type/Size	<i>RB</i>		Size			Technician: <i>Sonny & Aidan</i>		
Rain Gauge	<input checked="" type="checkbox"/>	N	Source	Meter	Well	<input checked="" type="checkbox"/>	Date of Inspection: <i>9-20-22</i>	
Power On	<input checked="" type="checkbox"/>	N	Backflow			Y	<input checked="" type="checkbox"/>	Inspection #: <i>of in contract</i>
General Information			PRV			Y	<input checked="" type="checkbox"/>	Inspection Start Time:
Valve Type			Master Valve			Y	<input checked="" type="checkbox"/>	Inspection End Time:
Adequate Coverage	<input checked="" type="checkbox"/>	N	Set to Run: <i>Odd Even Every Days</i>					
								or Days of the Week: <i>S (M) T W (T) F S</i>

Zone	Controller	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Plant Type			Repairs Proposed or Completed											Start Times				
				Turf	Shrub	Annual	Pipes		Valves		Broken Heads			Adjustments								
							Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern		Straightened	Capped	Raised/Lowered	
1			10	<input checked="" type="checkbox"/>																		<i>A: 8pm</i>
2			20	<input checked="" type="checkbox"/>																		<i>B: Ann zone 1</i>
3			50	<input checked="" type="checkbox"/>																		<i>Every S 3:30#</i>
																						<i>Zone Locations</i>
																						<i>Ent Club</i>
																						<i>Ent Club + Pool</i>
																						<i>Mall Center</i>

Comments

C

42

TRIMAC OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller		Point of Connection		Toscano Ln Site Name:		Mirabella					
Location	Pond	Location	Pond by Mail Center	Location:	101 Positano Ave						
Type/Size	Hunter	Size		Technician:	Jonathan Morse						
Rain Gauge	<input checked="" type="checkbox"/>	Source	Meter <input checked="" type="checkbox"/> Pump <input checked="" type="checkbox"/>	Date of Inspection:	9-19-22						
Power On	<input checked="" type="checkbox"/>			Inspection #:		of in contract					
General Information		Backflow	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Inspection Start Time:							
Valve Type		PRV	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Inspection End Time:							
Adequate Coverage	<input checked="" type="checkbox"/>	Master Valve	Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Set to Run:	Odd	Even	Every Days				
				or Days of the Week:	A	S	M	W	T	F	S

Zone	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Plant Type		Repairs Proposed or Completed										Start Times					
			Turf	Shrub	Pipes	Valves			Broken Heads			Adjustments								
					Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered	Zone Locations	
1	R	50	<input checked="" type="checkbox"/>																	far end of field
2	R	50	<input checked="" type="checkbox"/>																	field
3	R	50	<input checked="" type="checkbox"/>																	field
4	R	50	<input checked="" type="checkbox"/>																	Mid field
5	R	50	<input checked="" type="checkbox"/>																	field area
6	R	50	<input checked="" type="checkbox"/>																	field
7	R	50	<input checked="" type="checkbox"/>																	field
8	R	50	<input checked="" type="checkbox"/>																	field
9	R	50	<input checked="" type="checkbox"/>																	Near park
10	R	50	<input checked="" type="checkbox"/>																	Near play ground
11	R	50	<input checked="" type="checkbox"/>																	by play ground
12	R	50	<input checked="" type="checkbox"/>																	by mail boxes
13	R	50	<input checked="" type="checkbox"/>																	by mail boxes
14	R	50	<input checked="" type="checkbox"/>																	Near pump
15	S	50	<input checked="" type="checkbox"/>																	Mail parking area
16	R	50	<input checked="" type="checkbox"/>																	Park path near play ground
17	R	50	<input checked="" type="checkbox"/>																	Park path
18	R	50	<input checked="" type="checkbox"/>																	Park path
19	NR	1																		
20	NR	1																		
21	NR	1																		
22	NR	1																		
23	NR	1																		
24	R	50	<input checked="" type="checkbox"/>										I							sidewalk Pacetti RD

B-pgion
A-pgion

Comments

2/2

TRIMAC OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller		Point of Connection		Tascann Ln Site Name: Myrabelly	
Location	Pond	Location	Pond by Mail	Location:	101 Positano Ave
Type/Size	Hunter	Size		Technician:	Jonathan & Aidan
Rain Gauge	<input checked="" type="checkbox"/>	Source	Meter	Well	<input checked="" type="checkbox"/>
Power On	<input checked="" type="checkbox"/>			Date of Inspection:	9-19-22
General Information		Backflow	Y	<input checked="" type="checkbox"/>	Inspection Start Time:
Valve Type		PRV	Y	<input checked="" type="checkbox"/>	Inspection End Time:
Adequate Coverage	<input checked="" type="checkbox"/>	Master Valve	Y	<input checked="" type="checkbox"/>	Set to Run: Odd Even Every Days
					or Days of the Week: <input checked="" type="checkbox"/> S <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> S

Zone	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Plant Type		Repairs Proposed or Completed										Start Times				
			Turf	Shrub	Pipes	Valves		Broken Heads			Adjustments								
			Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered	Zone Locations	
25	NR	1																	C: Ann - Every day 7:30 AM
26	NR	50	V	V															Berm along pacetti RD
27	NR	50	V	V															Berm along pacetti RD
28	NR	50	V	V															Berm along pacetti RD
29	NR	50	V	V															Berm along pacetti RD
30	S	10	V	V	V														Pescara Exit
31	NR	1																	Berm
32	NR	50	V																Pond
33	NR	50	V																cut path
34	NR	50	V																far side of pond
35	NR	1																	
36	NR	1																	
37	NR	1																	
38	NR	1																	

Comments

D-1557700

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 9/26-9/30
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	X	will be mowing soccer fields on Wed. to accommodate league play
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6,7, 8, 9, 15 & 16	X	mowed sections and sprayed adjacent bed areas
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5		off for hurricane lan
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,		off for hurricane lan
Friday - Outer berms off od SR16 & Pacetti Rd	X	removed storm debris
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	X	
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms		continued spraying these areas
Pre & Post emergents applied at appropriate times		
1.6 Pruning		Comments
Shrubs, vines and orimantal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.		spraying berm sections as needed , weed pressure due to rainfall
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shall be done one time per year (June-July)		
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)		
Weeds to be removed / treated year round as needed	X	continued spraying as needed
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice grannular insecticide blanket appplication for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	X	spot treated as needed

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 10/24-10/28
1.0 Maintenance		
Non-Growing Season Only (November 1 - March 31st)		Page 1 of 2
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	X	detailed around pool and amenities
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6,7, 8, 9, 15 & 16	X	trimmed San Marino monument
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	X	mowed soccer fields, treated for ants
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	X	string trimmed as needed
Friday - Outer berms off od SR16 & Pacetti Rd	X	sprayed berms and removed debris present
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	X	
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms		
Pre & Post emergents applied at appropriate times	X	sprayed these areas as needed
1.6 Pruning		Comments
Shrubs,vines and orimantal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.		
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shall be done one time per year (June-July)		
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)		
Weeds to be removed / treated year round as needed		
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice grannular insecticide blanket appplication for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	X	spot treated as needed on soccer fields

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

2.2 Shrub & Tree Pest Control		Comments	Page 2 of 2
Shrubs & Trees Pest Control Inspected bi-weekly			
3.0 Fertilization	XXXXXXXXXXXXXXXXXXXX		
3.1 Turf Areas		Comments	
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers To be completed in 4 rounds (March, May, September & November)	X	fertilized athletic fields and perimeter turf areas	
3.2 Shrubs & Trees		Comments	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September) One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)	X	fertilized plant material/palms at amenities center	
Seasonal annuals fertilized on 30 day cycles			
4.0 Irrigation (All Inclusive Package) Guidelines	XXXXXXXXXXXXXXXXXXXX		
BI-Weekly Inspections (26 per year)		Comments	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report Note: This contract shall include the following at N/C Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement, Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs, Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering These are to completed within 24 hours of notification.			
Note: Things that fall outside the contract The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.	X	new controller installed at 16 entrance	
5.0 Mulching		Comments	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth Pine straw to be applied to all berms areas twice a year (March & September) 3" depth			
6.0 Seasonal Color		Comments	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	X	seasonal annuals installed in all annual beds	
Areas of seasonal color are:			
SR16 / San Giacomo entrance (420 plants per Installion)			
Pacetti Rd / Terrancina Dr (85 plants per Installation)			
Main entrance at Pacetti Rd (215 plants per Installation)			
Amenity center beds and roundabout (612 plants per installation)			
Christmas color display of poinsetta's at amenity center entrance at the holidays			
Signature (Trimac Outdoor); Robert		Signature (Operations Manager) :	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)		Week Starting: 10/17-10-21
1.0 Maintenance		Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)		
1.1 Mowing (by Friday of each week) 3 days / week		Comments
All Turf & Pond Areas		Note below all areas or ponds not mowed per schedule with reason
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	X	will be mowing soccer fields on Wed. to accommodate league play mowed sections and sprayed adjacent bed areas string trimmed and sprayed berm sections edged tree wells and sprayed crack weeds
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6, 7, 8, 9, 15 & 16	X	
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5		
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,		
Friday - Outer berms off od SR16 & Pacetti Rd	X	
1.2 String Trimming		Comments
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	X	
1.3 Edging		Comments
All hardscape and paved trails at each mowing cycle	X	
1.4 Blowing		Comments
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	X	
1.5 Weed Control		Comments
Weeding of plant beds, all natural areas and berms		continued spraying these areas
Pre & Post emergents applied at appropriate times		
1.6 Pruning	X	Comments
Shrubs, vines and orimantal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.		removed debris and continued spraying
Trees (crape Myrtles) shall be pruned when dormant (winter)		
Palms trimming shall be done one time per year (June-July)		
1.7 Berms		Comments
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)		
Weeds to be removed / treated year round as needed	X	continued spraying as needed
2.0 Pesticide Application		
2.1 Turf Pest Control		Comments
Turf inspected weekly and spot treated (As Needed)		
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical		
Top Choice grannular insecticide blanket appplication for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses		
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	X	spot treated as needed

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Tab 2

Turnbull Creek Community Development District

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

Memorandum

Date: Nov 8, 2022
To: Turnbull Board of Supervisors
Carol Brown, Darrin 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. Repair of 6 inch irrigation pipe in berm behind soccer field.
9. Replace pavers at same location.
10. Re hung wind screens at Tennis court after storm.
11. Trimac bids, baseball field, question do we want to move home plate back?
12. Pine straw and mulch bid.
13. Sun shade at amenity playground repaired.

Amenity Manager: Erick Hutchison

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily
- Both Halloween parties were a success!

Other Ongoing Projects: Site

-

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



A Property Service Company

QUOTE

DATE: OCTOBER 10, 2022

BILL TO: Jim Schieszer
 101 W Positano Ave
 St Augustine, FL
 Mobile: 904.759.9833
 Email: jschieszer@rmsnf.com

Prepared By: Tyler Holland
 Project Manager
 1909 Parental Home Rd. Ste 1
 Jacksonville, FL 32216
 Mobile: 904.718.2625
 Email: tyler.holland@prosealedasphalt.com

****THIS IS A 3-PG. DOCUMENT. PLEASE INITIAL, SIGN & RETURN****

JOB LOCATION	PAYMENT TERMS
101 W Positano Ave St Augustine, FL.	50% Deposit; Remainder due Upon Completion

TYPE OF SERVICE	DESCRIPTION	LINE TOTAL
Millings Install (Approx. 12,145 sf)	<ul style="list-style-type: none"> Saw cut and remove up to 22 lf of concrete curbing where millings drive connects to paved parking. Remove up to 4 in of dirt, approx. 200 tons, and move to location off site. Supply & Install asphalt millings, approx. 200 tons, 10 truckloads. (Depth will vary depending on need) Compact newly installed asphalt millings with Basic Equipment Split Drum Roller. **JOB IS PRICED FOR 200 TONS OF ASPHALT MILLINGS & 10 TRUCKLOADS. OVERAGES DUE TO LEVELING OR ADDITIONAL S.F./S.Y. WILL BE BILLED AT \$800 PER TRUCK FOR ASPHALT MILLINGS.** ASPHALT MILLINGS PRICE SUBJECT TO CHANGE AT TIME OF CONTRACT BASED ON PRICING/AVAILABILITY AT TIME OF COMPLETION. Millings cannot be striped, the lines on the image attached is just for visual of what is to be achieved. Asphalt walking path will not be removed, millings will meet up to it on each side. 	\$34,429.20
Mobilization Fee	<ul style="list-style-type: none"> Job is priced to be completed in (3) mobilizations. Each additional mobilization because of lack of access to the job, after arriving on-site and being told we cannot work or scope of work has changed without 24 hours' notice or unforeseen conditions not caused by weather or PSA will be billed at \$2,495.00 per mobilization. 	N/A
Total Charge		\$34,429.20

****Please note that asphalt millings are a permeable surface and as a result of this weeds/grass will eventually grow through the surface. Millings may also develop potholes overtime as cars begin to drive over them. PSA cannot warranty against this defect. If we are called as a result of this we will repair at mobilization cost above or cost of repair at the time, whichever is greater.****

****PAYMENT TERMS: 50% DEPOSIT; REMAINDER DUE UPON COMPLETION. 100% OF BALANCE 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 FURTHER IN THE CONTRACT.****

****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 at least 2 weeks for scheduling but could be longer depending on weather and previously scheduled projects.

Please send all billing related inquiries to: ProSealedAsphalt@gmail.com

PLEASE NOTE THAT ALL INVOICES THAT ARE NOT PAID BY THE 15TH DAY AFTER COMPLETION WILL INCUR A FEE OF 2.5%.

This is a quotation on the services described above. Work guaranteed for three (3) months against defective workmanship and material excluding normal traffic wear/tear subjected to the conditions below:

Contract Terms & Conditions- What to Expect

1. All parties agree that **work to be performed is 'Weather Permitting'**
2. Work in this proposal is priced to be performed together or in conjunction with one another. All work presented in this proposal is to be accepted together or proposal will need to be revised.
3. Asphalt Millings may develop potholes or have water ponding over-time. If we are called out as a result of this a \$1,200.00 mobilization fee will be applied prior to fixing.
4. Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$2,500.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption **to PSA's work schedule.**
5. Owner/Authorized Agent/Manager responsible for notifying Pro Sealed Asphalt, Inc. of any prevailing wage, certified payroll and EEO circumstances, if applicable. Failure to disclose any prevailing wage rate requirements may result in the difference between Pro Sealed Asphalt, Inc pay rates and regulated pay rates being added to the invoice at the time of billing.
6. Contractor to be notified of any additional construction work going on property simultaneously and has the right to modify the schedule accordingly. Additional mobilization fees may apply if touchups are required as a result of construction work occurring simultaneously.
7. Management to make tenants aware of possible dusting/damage to cars due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from cars. Not responsible for damages to vehicles due to cutting, grinding, and/or removal of asphalt/concrete areas.
8. **Pro Sealed Asphalt, Inc. and any of it's subcontractors are not responsible** for damage to buried lines, cables, wiring, pipes, utilities, or other underground obstructions not clearly marked prior to commencement of work. It is the responsibility of the customer to ensure that all of these areas are surveyed and clearly marked prior to commencement of work.
9. **Pro Sealed Asphalt cannot guarantee there won't 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 period.
10. All oil spots will be cleaned and primed with spot primer. Areas with heavy oil stains, even treated with oil spot primer, may appear through sealer over time. It is recommended to saw cut and remove asphalt with heavy oil stains. The pavement will be cleaned of all debris and vegetation. (Applies if sealcoating only; not included with other services).
11. 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.
12. All irrigation/sprinkler systems must be turned off 24 hours prior to work commencing and 24 hours after work completion. PSA is not responsible for washing away of sealant as a result of this not being done.
13. 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.
14. Any additional days due **to vehicles 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; services will be billed as follows:

Sealcoating - \$1200.00 per day / Paving - \$5000.00 per day / Striping - \$500.00 per day

15. PSA recommends that customer/tenants refrain from driving on freshly sealed asphalt for at least 24 hours to allow proper curing time. Pro Sealed Asphalt is not responsible for product failure as a result of early drive time or opening of quarantined areas prematurely. Not responsible for sealer tracking on sidewalks & curbing for areas compromised.
16. Cannot guarantee life span of sealer where water ponding is occurring and/or excessive asphalt cracking currently exists.
17. Sealer cures up to 30 days after application: Stains from roof drain runoff, irrigation systems, tree leaves/pollen, and tire marks are temporary and will blend/fade over time.
18. Owner/Authorized Agent are responsible for notifying all tenants/property owners of work to be performed at least one week prior to work commencing.
19. PSA cannot guarantee paint adhesion on wheel stops and/or curbing where paint is cracked, peeling, and/or delaminated paint. Pressure washing services are available at an additional cost.
20. Permitting, Testing, Surveys, **Engineer's Drawings; not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.**

If there is a work order change at any time during the project, a work change order sheet will be submitted for signature and approval. Once accepted, payment for the specified work order must be paid in full prior to start of new requests. NOTE: Invoices must be paid UPON RECEIPT. Workers comp and general liability certificates are available upon request. Deposits are NON-REFUNDABLE due to the fact they are used to purchase material and secure equipment for the job.

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).

Job is priced for daytime/week-day work only. If night-time or weekend work is required there will be an additional fee. Job Site will be blocked off using safety cones and, or caution tape. PSA is not responsible for persons breaking through barricades or damages/injuries as a result of negligence by others.* Completion time-frame is always "weather permitting." GemSeal® FedSpec will be applied only when pavement and ambient temperatures are continuously above 50°F for at least 24 hours following application and no rain is forecast for that period. Cooler temperatures (below 70°F) and/or damp or overcast conditions will lengthen curing times.**

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.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!
WWW.PROSEALEDASPHALT.COM



Tab 3

WORK AUTHORIZATION NO. 3

October 24, 2022

Turnbull Creek Community Development District
St. Johns County, Florida

**Subject: Work Authorization No. 3
Turnbull Creek Community Development District**

Dear Chairman, Board of Supervisors:

Johnson, Mirmiran & Thompson, Inc., (“**Engineer**” or “**JMT**”) is pleased to submit this work authorization to provide engineering services for Turnbull Creek Community Development District (“**District**”). We will provide these services pursuant to the Agreement (“**Engineering Agreement**”) dated November 10, 2020, and as follows:

I. Scope of Work: The District will engage Engineer to provide a final completion certificate and report for Boudreaux Pro Grade’s compliance and completion with the pond bank plans, as set forth in that certain *Agreement between the District and Boudreaux Pro Grade*.

II. Fees: The District will compensate JMT in accordance with the terms of the Engineering Agreement, for a total not to exceed amount of **\$1,169.38** for final completion certification, consistent with the certificate attached hereto as **Exhibit A**, with supporting documentation to be provided to the District upon completion.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

**JOHNSON, MIRMIRAN &
THOMPSON, INC.**

By: _____
Authorized Representative

By: _____

Date: _____

Date: _____

Exhibit A Engineer’s Certificate

Exhibit A
CERTIFICATE OF ENGINEER
FOR ACCEPTANCE OF WORK COMPLETED

October __, 2022

Board of Supervisors
Turnbull Creek Community Development District

Re: Turnbull Creek Community Development District
Acceptance of Pond Bank Repair Project completed by Boudreaux's Pro Grade LLC
("Contractor")

Ladies and Gentlemen:

The undersigned, as an engineer licensed to practice in Florida and as an authorized representative of Johnson, Mirmiran & Thompson, Inc. ("**Engineer**"), in its capacity as the engineer of record for the Turnbull Creek Community Development District ("**District**"), and in connection with the design and construction of the project contemplated in that certain *Agreement for Bond Bank Maintenance between Turnbull Creek Community Development District and Boudreaux's Pro Grade LLC*, dated October 19, 2021, as amended by that certain *First Addendum to the Agreement between Boudreaux's Pro Grade LLC and the Turnbull Creek Community Development District Regarding the Provision of Pond Bank Maintenance Services*, dated January 20, 2022 (together, the "**Agreement**" and the work and services described therein, the "**Project**"), hereby makes the following certifications to the best of its knowledge, information and belief, in connection with the acceptance of the Project by the District. Subject to the qualifications stated herein, the undersigned understands that the District is relying on this Certificate of Engineer, among various factors, considerations, and information available to it, in agreeing to accept the Project as completed, and hereby certifies¹ that:

1. I have reasonably inspected the Project site through visual observation and review of information furnished to me by the contractor, on site personnel and others residing within the District, and am knowledgeable about the observed condition thereof, and I prepared the initial Project plans titled "Turnbull Creek CDD – Pond Bank Maintenance Project, Pond Bank Repair Plan" by JMT, dated July 22, 2021 ("**Plans**") and am knowledgeable about the requirements and specifications set forth therein, including but not limited to the permit conditions.
2. The Plans as designed are appropriate and adequate for the intended purpose of the Project, which is to repair erosion of the specified pond banks in a safe and sustainable manner such that, when constructed in substantial accordance with the design and properly maintained: (1) the District's stormwater management/drainage infrastructure within the scope of the Project is, and is expected to remain, capable of functioning in a manner compliant with the applicable state, federal, and local laws, rules, regulations, ordinances, and permits governing the Project, (2) risks to persons and property on account of the erosion within the Project vicinity are minimized, and (3) the completed Project is, and is expected to remain, capable of withstanding

¹ The District acknowledges that (i) the Engineer did not perform exhaustive inspections, conducted limited sampling, and limited materials testing, and the scope of the Engineer's involvement during the construction phase was limited, and (ii) this Certificate is not intended and shall not be used or construed to expand the scope or imply or impose additional responsibilities upon the Engineer beyond its responsibility as the engineer of record for the Project, including without limitation any responsibility for the sufficiency of the actual fabrication, installation, manner, means, methods, or quality of construction installed on the Project.

ordinary wear and tear incurred in the ordinary course of use and maintenance, under normal circumstances, including but not limited to access by pedestrians, maintenance personnel, and ordinary commercial landscaping equipment, without excessive erosion, compacting, or standing water within the expected useful life of the Project. This certification is made solely on the basis of actual knowledge and professional judgment of the engineer and shall not be deemed or construed as a guarantee or warranty of the engineer beyond that set forth herein in law. It is understood that any repairs, maintenance or warranty required by the District, shall be exclusively provided by the Contractor or others, and not by the engineer.

3. I have personally inspected, through limited visual observations within the Engineer's scope of services (but not through exhaustive inspection or invasive testing or materials testing), as well as information received by me from the contractor, onsite personnel and persons residing within the District, the work completed under the Agreement, including the materials and workmanship as readily apparent through such limited inspections, and hereby certify to the best of my knowledge and professional judgment as follows:
 - a. As completed, the Project appears that it complies in all material respects with the requirements of the Plans.
 - b. The materials used are compliant with the Plans, in which case they are appropriate for the intended purpose of the Project so long as they have been installed correctly.
 - c. All fill dirt/material appears to be appropriate for purposes of the Project so long as it has been properly compacted, graded, and otherwise installed.
 - d. The sod installed appears to be of a quantity and type specified, which is appropriate for the intended purpose so long as it has been installed correctly.
4. In my professional opinion, the Project was completed in accordance with the specifications of the Plans and has an expected useful life of fifteen to twenty years, absent unusual and extraordinary acts of God, including but not limited to fires, hurricanes, tornados, earthquakes, sinkholes, and floods ("**Acts of God**"). For purposes of this certification, Acts of God does not include normal seasonal adverse weather typical for the geographic area of the Project, including rain and wind ordinarily expected in such geographic area without substantial maintenance or preparations, but excluding all hurricanes, tropical storms, and similar weather emergencies. This certification is based upon engineer's professional judgment and experience; however, District expressly acknowledges that engineer cannot and does not assume any maintenance responsibility or liability for floods or weather events which cause erosion or other damage to the Project or to persons or property within the District.
5. During the course of my observation of the Project, and with respect to the improvements comprising same, I did not observe, nor am I otherwise aware of, any violations of any applicable building codes and laws applicable thereto including, specifically, the Americans with Disabilities Act of 1990. Further, during the course of my observation I did not observe any patent defects with regard to the Project nor am I aware of any latent defects pertaining thereto.
6. All known plans, permits and specifications necessary for the operation and maintenance of the Project are complete. These certifications are made based on the engineer's knowledge, based upon limited observations and its professional opinion that the work generally complies with the stated requirements; but shall not in any way constitute a warranty that the work performed by the Contractor or others at the Project complies in all respects or is free from any or all defects. Nothing herein shall relieve the Contractor, the District, or any other person or entity of its responsibilities under the Agreement or otherwise relating to the Project.

I hereby declare that I have read the foregoing certificate and that to the best of my knowledge, information, and belief, the facts stated in it are true.

(Signature)

By: _____.
Print Name: Steven Collins, Ph.D., P.E.
Its:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of October 2022, by Steven Collins, Ph.D., P.E., as _____ of Johnson, Mirmiran & Thompson, Inc., a Maryland corporation, on behalf of the company.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

Tab 4



October 11, 2022

Via First Class Mail and e-mail
Turnbull Creek Community Development District
3434 Colwell Avenue Ste 200
Tampa, FL 33614
Attn: District Manager, Carol Brown (clbrown@rizzetta.com)
c/o Rizzetta & Company

RE: Termination of Agreement for Engineering Services
JMT Job No. 20-02086-001 Turnbull Creek CDD

Dear Ms. Brown:

This letter serves as notice to inform you that Johnson, Mirmiran & Thompson, Inc. (JMT) wishes to terminate the above referenced contract, dated November 10, 2020, for Engineering Services with the Turnbull Creek CDD. Pursuant to Article 27 of the Agreement, the termination will be effective 30 days from the date of this letter (November 11, 2022). All pertinent records kept by JMT associated with engineering services during the duration of the contract will be made available to the CDD via email or delivery of a flash drive to the Rizzetta & Company District Management office within 30 days of termination. Final invoices for our engineering services rendered, along with any additional services authorized and performed through the effective date of termination will be delivered after November 11, 2022. We appreciate your understanding and will cooperate with the CDD to facilitate the transfer of information and assist with the transition as may be reasonably necessary; however, as per the Agreement, JMT will not perform any services from the date of this letter unless expressly authorized and agreed to in writing.

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

Very truly yours,

JOHNSON, MIRMIRAN & THOMPSON, INC.

A handwritten signature in blue ink that reads "Steven Collins".

Steven Collins, PhD, PE
Senior Associate

Cc: District Counsel, Jennifer Kilinski, Esq. (Jennifer@kelawgroup.com)

AGREED AND ACCEPTED:

Turnbull Creek CDD Representative

Tab 5

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
(St. Johns County, Florida)
District Engineer RFQ Proposal Packet

A) Deadline for Submittal

Proposal Due Date: On or before 12:00 p.m., Eastern Time, on Monday, November 7, 2022. **Interested firms must submit one (1) hard copy and one (1) electronic PDF format copy on a USB flash drive or CD.**

B) Turnbull Creek Community Development District – Background

The Turnbull Creek Community Development District (the “District”) is a special-purpose government established pursuant to Chapter 190, Florida Statutes. The District is located entirely in St. Johns County, Florida and consists of approximately 498.79 acres of land and 21 storm water retention ponds owned and maintained by the District. The District also operates an amenity facility, swimming pool, fitness center, playground, tennis facility, basketball facility, volleyball court, sports field, parking lots, open space, and multi-use trails.

A five-person Board of Supervisors governs the District. Members are elected pursuant to section 190.006, Florida Statutes. The District may borrow money, issue bonds, and levy taxes and/or special assessments, user fees and charges.

C) Purpose of Request

The District is soliciting proposals pursuant to section 287.055, Florida Statutes (CCNA) from qualified engineering firms to serve as its District Engineer pursuant to the requirements of Chapter 190, Florida Statutes, and to provide engineering services for ongoing pond bank reconstruction efforts. Any firm interested in serving as the District Engineer should submit a proposal pursuant to the terms and conditions set forth herein and the attached Legal Advertisement of the RFQ.

The District’s Board of Supervisors (the “Board”) has authorized the Request for District Engineer Qualifications (“RFQ”) and will rank its selection based on evaluation criteria on records with the District Manager’s office, as set forth herein.

D) Proposal Submittal Instructions

One (1) hard copy of the proposal and one (1) electronic PDF format copy on a USB flash drive or CD must be submitted to the office of the Turnbull Creek Community Development District, District Manager, Rizzetta & Company, Inc., at its offices located at 2806 N. 5th Street, Suite 403, St. Augustine, Florida 32084 by no later than 12:00 p.m., Eastern Time, on November 7, 2022, and be identified as “Response to Request for District Engineer Qualifications for Turnbull Creek CDD.” It is the applicant’s obligation to ensure that confirmation of timely receipt is obtained. Proposals will not be accepted after the Submittal Deadline.

Any changes or corrections to a proposal must be received in writing by the District Manager prior to the Submittal Deadline. No changes or corrections to a proposal will be accepted by email. The District Manager will not accept any changes or corrections after the Submittal Deadline.

Each applicant should carefully examine the attached Legal Advertisement of the RFQ and this Proposal Packet and make an electronic request to the District's Manager for interpretations or corrections of any ambiguity, inconsistency or error. Only electronic responses issued by the District Manager should be relied upon, and all such responses will be distributed to each firm that receives a copy of the RFQ Proposal Packet and provides email addresses to the District Manager.

Responses should be prepared simply, economically and provide straightforward and concise responses which satisfy the requirements of the RFQ. Emphasis should be placed on the completeness and clarity of the content. The District shall not be liable for any expenses incurred in the preparation or presentation of the responses.

E) **Schedule for Review of Proposals**

The District has established the following schedule for selection of its District Engineer; however, the schedule is subject to change at the sole discretion of the District: Proposals are due by 12:00 p.m., Eastern Time, on November 7, 2022, and will be brought before the Board for consideration at the District's November 8, 2022 Board meeting.

F) **Proposal Content**

Responses should contain the following information and be organized generally in the same order as presented below, namely:

(1) **Transmittal Letter.** Each response should include a letter of transmittal not exceeding one page which must identify an officer of the firm authorized to commit to the firm's proposal. The transmittal letter must also identify the Engineer in the firm who will serve as the firm's primary contact if the firm is selected as the District Engineer.

(2) **Firm Qualifications.** Discuss the qualifications of your firm for the District Engineer position including previous experience with Community Development Districts, Homeowner Associations, and working in master planned communities. Applicants should identify the structure of their firm (i.e., corporation, partnership, etc.) and provide the names of officers, partners or principals.

(3) **Personnel.** Provide a list of the proposed personnel that will be available for District Engineer related services and brief description of their qualifications. Provide a resume for only those Engineer(s) that would likely be attending District Meetings or in charge of a District project and the office from which those Engineer(s) will work. Provide the proposed personnel's qualifications and detailed experience with pond bank design and reconstruction.

(4) **Standard Form 254 & 255 OR 330.** Provide a current Standard Form 254 & 255 or 330 with appropriate supporting documentation as required.

(5) **Client References.** Provide between three (3) to no more than five (5) client references, with names, addresses, phone numbers and a contact person. The firm is encouraged to provide references from Community Development Districts, Homeowner Associations, or other persons familiar with the firm's work in master planned communities and with pond bank design and reconstruction.

(6) **Insurance.** Each response should contain a statement setting forth the amount of the firm's current General Liability insurance and Professional Errors and Omissions insurance. The response should provide proof of Workers Compensation Insurance. At the time of contracting, the Firm shall name the District as "A NAMED ADDITIONAL INSURED" on all Declarations of Insurance.

(7) **Business Ethics.** Disclose (i) any circumstance whereby the professional conduct of your firm or any of its engineers is currently being investigated judicially or by an administrative agency or qualification board and (ii) any prior adverse decision or settlement relating to a violation of ethical standards by your firm or one of its engineers, if any.

G) **Legal Requirements and Disclosure**

PLEASE NOTE THAT ALL RESPONSES TO THIS RFQ WILL BE A MATTER OF PUBLIC RECORD.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public works, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the District Engineer services covered herein shall apply. Lack of such knowledge by an applicant shall in no way be cause for relief from responsibility. Applicants must be aware of their need to comply with the following State laws: (i) Chapter 286, Florida Statutes, regarding "Government in the Sunshine" and (ii) Chapter 119, Florida Statutes, involving Florida's Public Records Law. The selected firm will be prohibited from discriminating against any employee, applicant, or client because of race, creed, national origin, sex or age with regard to but not limited to employment practices, rates of pay or other compensation methods and training selection.

H) **Selection Criteria**

In addition to any criteria required by section 287.055, Florida Statutes, the selection criteria shall include:

1) **Ability and Adequacy of Professional Personnel.**

Consideration will be given to firms that possess a high degree of qualification in civil and hydrologic engineering. Consideration will also be given to firm's procedures for quality control, adequacy of

personnel and areas of expertise. Consideration will also be given for the firm's past performance with storm water infrastructure including storm water ponds and pond bank design and reconstruction.

2) Whether the Applicant is a Certified Minority Business Enterprise.

3) Consultant's Past Performance.

Consideration will be given to the amount of work recently performed by the firm in St. Johns County and Northeast Florida. Consideration will also be given to firms that have previous experience with other Community Development Districts, Homeowner Associations, and working in master planned communities and with pond bank design and reconstruction.

4) Willingness to Meet Time and Budget Requirements.

Consideration will be given to the Firm previous projects as an indicator of the Firm's ability and desire to meet time and budget requirements including staffing levels and past performance on the previous projects.

5) Geographic Location.

Firms should provide the location of all their offices and indicate whether it is the main office, the only office, branch office, etc. and highlight the location of the offices from which the Engineer(s) that would likely be attending District Meetings or in charge of a District project.

6) Recent, Current and Projected Workloads.

Consideration will be given to the recent, current and projected workloads of the firm.

7) Amount of Previous Awards to Consultant by District.

Consideration will be given to the desire to diversify the firms that receive work from the District; etc.

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

NOTICE IS HEREBY GIVEN that the Turnbull Creek Community Development District (“District”), is soliciting Professional Service Proposals from Engineering Firms for their service in the role as the Engineer for the District. Any qualified Engineering Firm interested in providing services must submit a proposal pursuant to the terms and conditions set forth herein and in the hereinafter referenced Proposal Packet.

It is the District’s intent to select one District Engineer pursuant to the provisions of Section 287.055, Florida Statutes, (the “Consultant’s Competitive Negotiations Act”).

The services to be provided by the District Engineer may include but are not limited to: Engineering Services on behalf of the District’s Board of Supervisors pursuant to applicable provisions of Chapter 189 and 190, Florida Statutes; attendance at one or more monthly District Board of Supervisor public meetings and various Staff meetings in order to coordinate, consult and provide professional engineering advice on an “as needed” basis; preparation and provision of engineering studies, permitting, required annual reports, facility maintenance programs, Public Facility Reports, Plans of Improvement and related Reports of Engineer; design, bidding and construction phase services for such construction activity as is needed in order to implement a Plan of Improvement or Report of Engineer and the provision of assistance, review and recommendation services regarding construction payments, change orders and certifications of completions of construction activities; provision of and consultation on technical engineering standards and specifications; technical representations before and with other governmental agencies and entities and the provision of such other engineering services as may be authorized by the District’s Board of Supervisors.

Engineering Firms interested in submitting a proposal shall contact the District’s Manager, Carol Brown, Rizzetta & Company, Inc., at its offices located at 2806 N. 5th Street, Suite 403, St. Augustine, Florida 32084, telephone number 904-436-6270, e-mail: CLBrown@rizzetta.com between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday to obtain a Proposal Packet. Any questions regarding this matter must be made by email to the District’s Manager, Carol Brown, at CLBrown@rizzetta.com .

Proposals are required to be delivered to the office of the District Manager, Rizzetta & Company, Inc., at its offices located at 2806 N. 5th Street, Suite 403, St. Augustine, Florida 32084 no later than 12:00 p.m. Eastern Time, on November 7, 2022. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Any protest regarding the terms of this Notice, or the evaluation criteria contained in the Request for Qualifications on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Additional information and requirements regarding protests are set forth in the District’s Rules of Procedure, which are available from the District Manager.

The District reserves the right to reject any or all submittals, to waive informalities and to re-advertise. There will be no fees paid to any firm for responding to this RFQ.

**BOARD OF SUPERVISORS
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

Publish on Sunday, October 23, 2022

Tab 6

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Effective: September 13, 2022

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 cost to offset the District’s cost of processing the variance application, including District Engineer review. These costs shall include:
 - i. Engineering review (will vary based on type of improvement)
 - ii. Recording fee of the variance agreement.
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 and as may be necessary, 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, the District Engineer shall present the application and recommendation at the next available meeting of the District Board of Supervisors (“Board”). If approved by the Board, 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. 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.
6. 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.

7. 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. Residents with improvements in District easements are responsible for all maintenance of said improvements.
8. The resident must demonstrate that any proposal which moves water off his/her Lot to the back of the property is the only viable option; namely that moving water to the front of the property or keeping water on the property is either economically impractical or physically not possible without causing further damage. Such evaluation shall be made by the resident and confirmed by the District Engineer within the application.

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 \$ _____ as an application fee to offset costs of District engineer review of the proposed and final improvements and recording of the easement agreement. 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 further acknowledge that moving water off the back of my property is the only viable and economic option and I have explored other alternatives prior to submitting this application (i.e. cannot move water off the front of my property).

_____ 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 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

**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 if such repairs are not made timely.
 - 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]

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]

Tab 7



EMERGENCY PLAN 2022

Trimac Outdoor Business Resiliency Plan

The Trimac Outdoor Business Resiliency Plan provides our clients and internal departments with the contingency and backup resource structure to ensure continuity of critical business operations. Proactive reaction to emergency event include, but not limited to hurricane, terrorist, storm, flood and pandemic will be in place to keep your operation in tact at the minimum requirements of your company's Disaster Recovery Program.

In reaction to any event deemed as critical in nature, Trimac Outdoor will adjust resource and/or work at client properties in a timely and efficient manner to reduce or eliminate impacts to your business operations.

This includes, but is not limited to the following events:

HURRICANE
NAMED STORM
OTHER STORM
FLOOD
FIRE
FALLEN TREES
SAFETY HAZARDS

Pandemic or Other Resource Deficiency Issues

Trimac Outdoor will accommodate for deficiencies to resource due to pandemic or health related illness.

Production

Reduce standard production schedule to minimal needs during event and focus on proactive recovery on specific event.

Do not add new enhancement or new installation work.
Delay existing enhancement or new installation work.
Delay regularly scheduled maintenance if possible.

Hours: Upon the all clear from local authorities



1. Clear roadways and doorways by cutting and stacking downed tree limbs, etc near roadside.
2. Clear landscape areas of debris, downed storm fall and stack near roadside.
3. Remove initial stacked roadside material
4. Focus turns to cleanup from buildings out to property boundaries until recovered.

Resource Realignment

1. Shift Crew Leader to Foreman/Driver Position
2. Shift from department to department (i.e. Irrigation to Production)
3. Shift Foreman to Production Manager
4. Shift Operations Manager to Account Manager
5. Shift Regional Account Manager to Account Manager
6. Shift Irrigation Managers to Account Manager
7. Shift Agronomics and Horticulture manager to Account Manager
8. 7 day work schedules and overtime
9. Hire temporary skilled resource from Staffing Service

Local Emergency Call List

1. Michael Burak (South Florida) 561-720-3019
2. Todd Murphy (Orlando) 904-697-7367
3. Brian Mortillaro (Tampa) 813-240-3382
4. Bill Hoyt (Lakeland) 813-785-5686
5. Israel Vega (Ft Myers) 813-550-9592
6. Todd Murphy (Jacksonville) 904-697-7367

Time and Material Pricing- To be Assured of First Response, Pricing will be as follows:

- a. General Laborer- \$55.00
- b. General Laborer After hours/Holiday Rate-\$75.00 (3 hour minimum)
- c. Supervisor and Truck- \$ 70.00
- d. Supervisor and Truck-after hours/holiday rate-\$100.00 (3 hour minimum)
- e. Irrigation Technician- \$85.00
- f. Irrigation After hours/holiday Rate- \$05.00 (3 hour minimum)



Agreed Upon By:

Chris DelBene

Date: 09.26.22

Representative

Agreed Upon By:

Date:

Trimac Outdoor

Terms of this agreement shall be in effect during the 2022 Hurricane season, June 1, 2022 to November 1, 2022. Any other dates to be agreed upon further in writing.

Signature:


Chris DelBene (Sep 26, 2022 12:20 EDT)

Email: cmdelbene@outlook.com







Trimac Outdoor Emergency Plan (5) (1)

Final Audit Report

2022-09-26

Created:	2022-09-26
By:	Carol Brown (clbrown@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXqVn3Ze6YODuJHxxWTaM83D7E42qMoJk

"Trimac Outdoor Emergency Plan (5) (1)" History

-  Document created by Carol Brown (clbrown@rizzetta.com)
2022-09-26 - 2:45:38 PM GMT
-  Document emailed to cmdelbene@outlook.com for signature
2022-09-26 - 2:46:30 PM GMT
-  Email viewed by cmdelbene@outlook.com
2022-09-26 - 3:23:06 PM GMT
-  Signer cmdelbene@outlook.com entered name at signing as Chris DelBene
2022-09-26 - 4:20:22 PM GMT
-  Document e-signed by Chris DelBene (cmdelbene@outlook.com)
Signature Date: 2022-09-26 - 4:20:24 PM GMT - Time Source: server
-  Agreement completed.
2022-09-26 - 4:20:24 PM GMT



Tab 8

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 1268

DATE 10/10/2022

ESTIMATOR

Jonathan Morse

SCOPE OF WORK

6" Irrigation Main Line

ACTIVITY	QTY	RATE	AMOUNT
Irr - Todd Murphy Parts: 6" Coupling, 6" Bell 90, Raptor Ractch, saw blade, 2 6" mechanical Couplings, 2 6" Mechanical 90 Bell, 6" PVC Onelox, 3 bags concrete (blocks)	1	1,712.00	1,712.00
Irr - Todd Murphy Labor - 2 Technicians - 2 days	32	85.00	2,720.00
Irr - Todd Murphy 1 day rental - Mini excavator	2	495.00	990.00

TOTAL

\$5,422.00

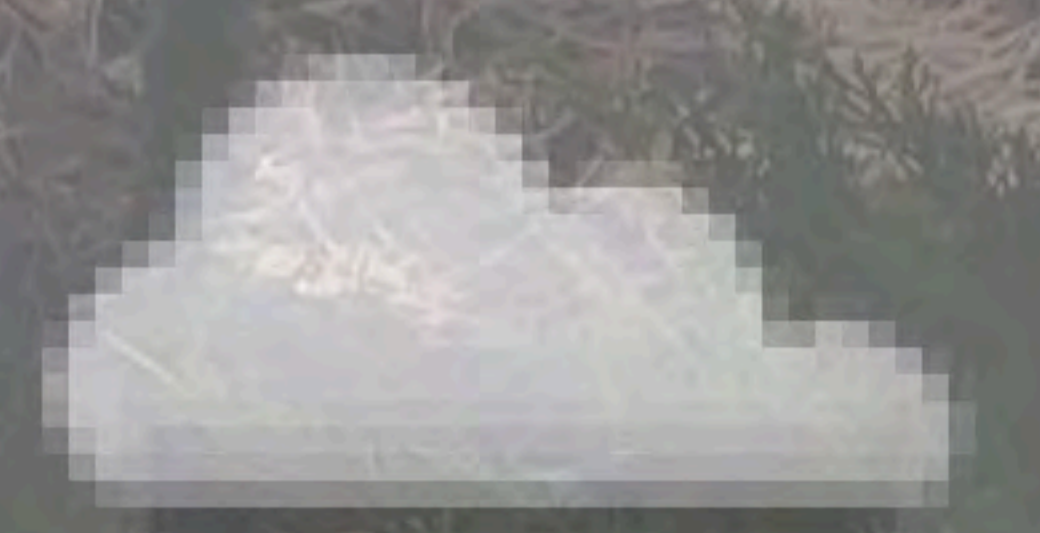
Accepted By

Accepted Date



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

St. Augustine
Florida
United States



26°C
79°F

2022-10-10(Mon) 11:42(AM)



Tab 9

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



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

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

INVOICE 15717

DATE 10/17/2022 TERMS Net 30

DUE DATE 11/16/2022

ESTIMATE NUMBER
6079

SCOPE OF WORK
Tree Removal

ACTIVITY	QTY	RATE	AMOUNT
Robert.J	1	13,300.00	13,300.00
*Amenity Shed- Remove dead pine			
*16 Berm Entrance - Remove 3 dead Pine trees			
*San Giacomo Rd: Remove 5 dead River Birch			
*Francha Lane: remove 2 dead pine trees			
*Port Rosa Circle: Elevate Pine trees in the island			
*Messina: remove dead Pine Tree			
*245 Palazzo: remove dead Pine Tree			
*704 Pellino Cir: Remove dead Pine Tree			
*2221 E Caparina Dr: Remove small dead Pine tree			
*2421 E Caparina Dr: Remove Dead Pine Tree			
*2413 E Capararina Dr: remove Dead Pine tree			
*578 Porta rosa: remove pine tree			
Terracina (Rear): remove dead tree			

We thank you for your business!

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

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

PLEASE NOTE OUR NEW REMITTANCE ADDRESS:

PO Box 8699
Fleming Island, FL 32006

TOTAL DUE	\$13,300.00
-----------	--------------------

Tab 10

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

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

Estimate 1303

DATE 10/17/2022

ESTIMATOR
Todd Murphy

SCOPE OF WORK
Revised Baseball Field

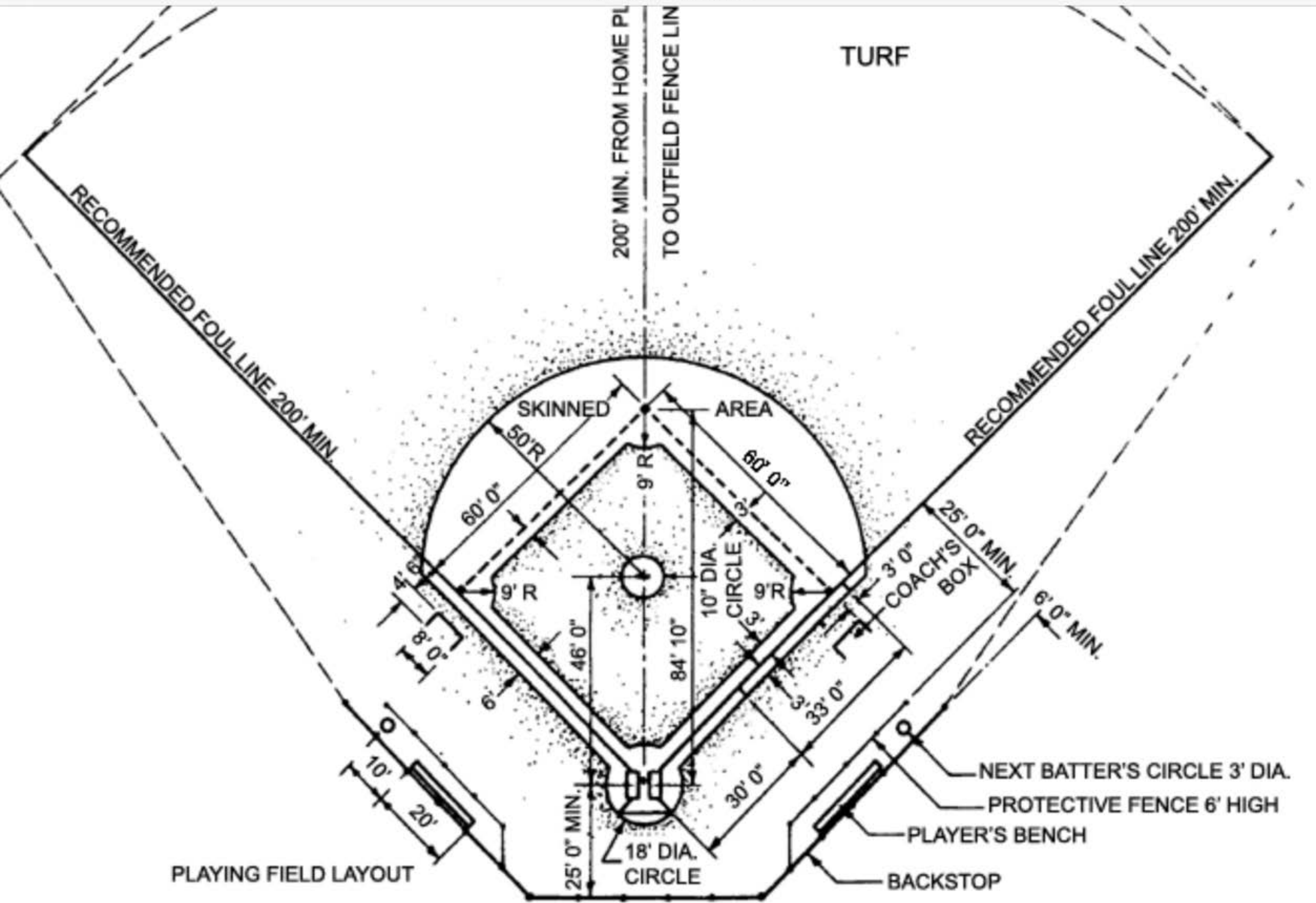
ACTIVITY	QTY	RATE	AMOUNT
Baseball Field:			
EN - Todd Murphy Spray Herbicide & Remove existing turf in the infield	32	50.00	1,600.00
EN - Todd Murphy labor to Install and Grade red Clay	32	50.00	1,600.00
EN - Todd Murphy Delivery of 36cy Red Clay	36	175.00	6,300.00
EN - Todd Murphy Install 36 CY Yellow Sand	36	125.00	4,500.00
EN - Todd Murphy Disposal of Debris - CY	26	16.00	416.00
EN - Todd Murphy Equipment Rental - Skid steer (Track)	1	1,085.00	1,085.00
EN - Todd Murphy 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 \$16,276.00

Accepted By

Accepted Date

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"



PLAYING FIELD LAYOUT

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:			
EN - Todd Murphy Spray Herbicide & Remove existing turf in the infield	26	50.00	1,300.00
EN - Todd Murphy labor to Install and Grade red Clay	28	50.00	1,400.00
EN - Todd Murphy Delivery of 54cy Red Clay	54	175.00	9,450.00
EN - Todd Murphy Disposal of Debris - CY	26	16.00	416.00
EN - Todd Murphy Equipment Rental - Skid steer (Track)	1	1,085.00	1,085.00
EN - Todd Murphy 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"

Tab 11

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

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

Estimate 1362

DATE 10/26/2022

ESTIMATOR
Todd Murphy

SCOPE OF WORK
Mulching - Oct. 2022

ACTIVITY	QTY	RATE	AMOUNT
EN - Todd Murphy Install 220 cy Brown Mulch (2nd Top Dressing)	220	50.00	11,000.00
EN - Todd Murphy Install: 4700 Bales Pine straw (2nd Top Dressing)	4,700	6.50	30,550.00

TOTAL \$41,550.00

Accepted By

Accepted Date

Tab 12

Shade America, Inc.
 3604 Harbor Drive
 Saint Augustine, FL 32084
 US
 (904)217-0516
 sholton.shadeamerica@outlook.com
<http://www.shadeamerica.com>



Estimate 2933

ADDRESS

Jim Schieszer
 Riverside Management
 Services - Murabella Turnbull
 Creek CDD

DATE
 10/11/2022

TOTAL
\$7,480.00

ACTIVITY	QTY	RATE	AMOUNT
Materials & Installation Supply and Installation of a Replacement Shade Fabric, approximately 42' x 26", including all cables, hardware and labor.	1	7,480.00	7,480.00

This proposal is valid for 30 days. All discounts reflected here will apply.

50% deposit is required with order and balance is due upon installation.

Shade will be installed within 6-8 weeks from deposit receipt and signed purchase order/proposal. All materials will remain the property of Shade America, Inc. until balance is paid.

Shade America, inc. will make every effort to insure that underground cables or pipes are not damaged when digging foundations. It is the customer's responsibility to advise of such obstacles prior to job start and to cover costs associated with removal and/or relocating.

TOTAL

\$7,480.00

THANK YOU.

50% DEPOSIT REQUIRED

Accepted By

Accepted Date



Commercial[®]

95 340

Architectural Shade Fabric

TENSION STRUCTURES

AWNINGS

SHADE SAILS

GALE
P A C I F I C

Commercial®

95 340

Architectural Shade Fabric



Commercial 95® 340 is the flagship of GALE Pacific's Architectural Shade Fabrics range. It is the name synonymous with commercial-grade shade cloth in many parts of the world. Designed for use on tension structures and suitable for a wide variety of applications, Commercial 95® 340 offers the ultimate combination of maximum sun protection, strength and durability to ensure maintenance-free, long-life performance.

Made from high quality UV-stabilised HDPE in GALE Pacific's off-shore facility – Commercial 95® 340 was engineered in Australia as a strong and stable outdoor fabric for tension structures and shade sail applications.

It is 100% lead and phthalate free and is the first architectural shade cloth in the world to be granted Oeko-Tex® 100 and Greenguard® certification.

Applications

- Tension structures
- Awnings
- Shade sails
- Car Park structures

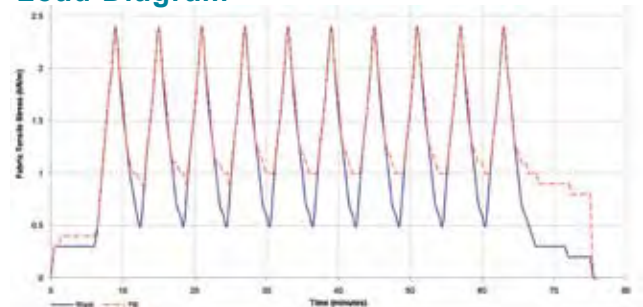
Usage Instructions

Do not use against flames.

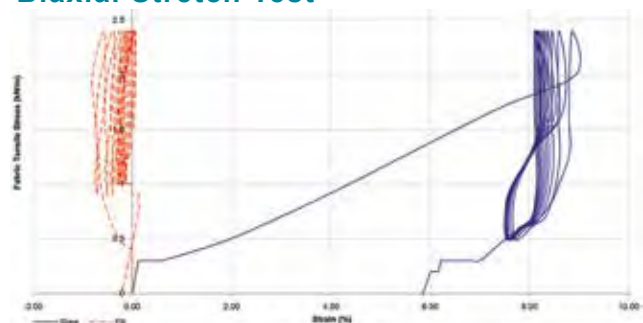
Contact with organic solvents, halogens or highly acidic substances may reduce the service life of the fabric and void the warranty.

Features	Benefits
Knitted lock-stitch construction	Fray and tear resistant
Tape and monofilament yarn	Excellent balance between strength and UV block
Strong HDPE	Won't rot or absorb moisture
Stentored (heat set)	Virtually eliminates any possibility of shrinking once installed and provides ease of fabrication
UV Block range 89.3% - 97.7%	Reduces sun exposure for safe and extended time outdoors
10 Year UV degradation Warranty on fabric	Reduced costs; Peace of Mind
100% Lead and Phthalate free	Healthier environment
Greenguard® and OEKO-TEX® certified	Confidence in operational quality assurance
Engineered in Australia	Meets harsh environmental conditions
100% Recyclable	Addresses environmental concerns

Load Diagram



Biaxial Stretch Test





Material

Yarn	Knitted UV-stabilised HDPE
Construction	Monofilament & tape
Pattern	Lock-stitch knitted
Temperature range	-30°C to +70°C
Roll length	40m
Roll width	3m width (folded)

Properties

Nominal fabric mass (AS 2001.2.13)	340gsm ± 20
Approximate thickness	1.6mm

Performance

Tensile Strength-Warp	635 N/50mm
Elongation at break (%)	95.6
Tensile Strength-Weft (AS 2001.2.3.1)	2494 N/50mm
Wing Tear – Warp (mean)	187 N
Wing Tear – Weft (mean) (AS 2001.2.10)	359 N

Elongation at break (%)	70.4
Bursting Pressure (mean) (AS 2001.2.4)	3500 kPa
Bursting Force (mean) (AS 2001.2.19)	2146 N

Flammability

(AS2001.2.19)	
Flammability Index (range0-100)	14

Lead & Phthalate Tests

(CPSIA Section 101(a)(2))	
Lead not detected	PASS
(CPSIA Section 108)	
Phthalate not detected	PASS

Suggested Specification

Shadecloth fabric shall be compliant to Australian standard AS 4174 and shall be Commercial 95 340 knitted HDPE monofilament & tape shade fabric offering a UV block up to 97%.

Colour	Code	Nom Width*	Length**	Cover Factor	Shade Factor	Av % Trans	Av% UVR Trans	Av PAR Trans	%UVR Block	PF	PF Calculated
Aquatic Blue	444938	3m	40m	96.8	90.2	9.8	6.4	11.2	93.6	15.0	32.2
Black	444945	3m	40m	98.2	97.4	2.6	2.6	2.7	97.4	35.0	59.8
Navy Blue	445010	3m	40m	96.2	94.4	5.6	4.7	5.7	95.2	14.7	33.3
Sky Blue	445034	3m	40m	95.2	90.4	9.6	6.2	9.9	93.8	16.0	21.3
Brunswick Green	444952	3m	40m	96.2	93.9	6.1	4.9	6.3	95.1	15.0	32.6
Cayenne	455255	3m	40m	92.0	87.0	13.0	6.0	11.6	94.0	11.0	14.7
Cedar	465360	3m	40m	94.9	87.7	12.3	5.3	12.6	94.7	18.0	19.4
Charcoal	444969	3m	40m	94.7	94.2	5.8	5.3	5.8	94.7	11.4	23.2
Cherry Red	444976	3m	40m	90.1	75.3	24.7	10.7	22.4	89.3	8.8	12.1
Desert Sand	444983	3m	40m	94.0	85.0	15.0	3.6	16.1	96.4	10.0	20.3
Gun Metal	455262	3m	40m	97.1	96.2	3.8	2.3	3.9	97.7	23.0	54.9
Natural	445003	3m	40m	97.9	74.3	25.7	3.2	30.1	96.8	35.0	62.4
Deep Ochre	444990	3m	40m	95.1	91.3	8.7	5.6	8.5	94.4	12.1	26.3
Rivergum	445027	3m	40m	94.7	85.0	15.0	7.7	15.6	92.3	12.6	20.8
Steel Grey	445041	3m	40m	95.6	88.4	11.6	7.0	12.3	93.0	13.1	26.1
Turquoise	445065	3m	40m	94.0	90.0	10.0	5.7	11.7	94.3	11.9	18.0
Yellow	445072	3m	40m	98.3	77.2	22.8	2.9	25.0	97.1	45.0	71.3

Approx. roll weight: 44kg

Approx. roll diameter: 0.32m

Core diameter: 35mm

*Folded. **Roll.

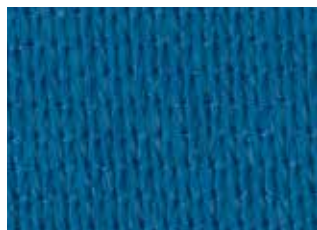
The above results are typical averages from independent testing and quality assurance testing and are not to be taken as a minimum specification nor as forming any contract between GALE Pacific and another party. Due to continuous product improvement product specifications are subject to alteration without notice.

As the use and disposal of this product are beyond GALE Pacific's control, regardless of any assistance provided without charge, GALE Pacific assumes no obligation or liability for the suitability of its products in any specific end use application. It is the customer's responsibility to determine whether GALE Pacific's products are appropriate for the specific application and complies with any legal & patent regulations.

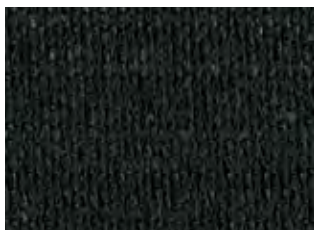
The calculated protection factor is for the material only and does not account for the effect of indirect UVR when situated at a distance from the persons being protected.



Colours Available



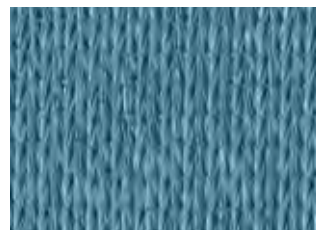
Aquatic Blue 444938
93.6% UVR Block



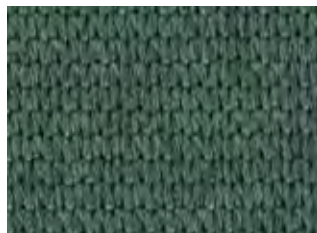
Black 444945
97.4% UVR Block



Navy Blue 445010
95.2% UVR Block



Sky Blue 445034
93.8% UVR Block



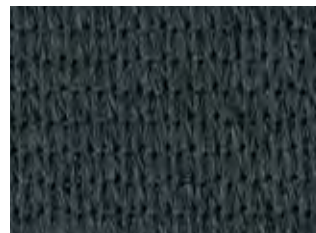
Brunswick Green 444952
95.1% UVR Block



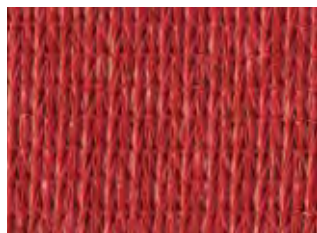
Cayenne 455255
94.0% UVR Block



Cedar 465360
94.7% UVR Block



Charcoal 444969
94.7% UVR Block



Cherry Red 444976
89.3% UVR Block



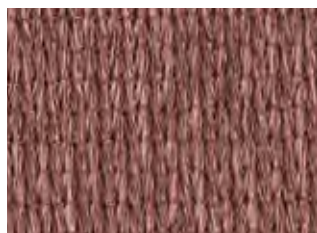
Desert Sand 444983
96.4% UVR Block



Gun Metal 455262
97.7% UVR Block



Natural 445003
96.8% UVR Block



Deep Ochre 444990
94.4% UVR Block



River Gum Green 445027
92.3% UVR Block



Steel Grey 445041
93.0% UVR Block



Turquoise 445065
94.3% UVR Block



Yellow 445072
97.1% UVR Block

Please note, due to the limitations of the printing process, colours may not represent the true colour

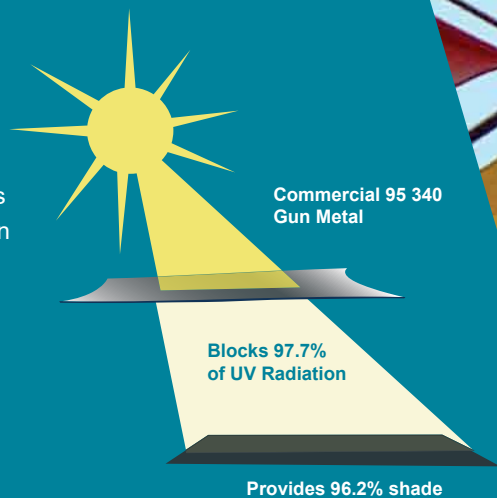
GALE Pacific architectural shade fabrics are designed to be strong and stable for use in architectural, outdoor, large-scale tension structures. All GALE Pacific architectural shade fabrics offer the ultimate combination of maximum sun protection, strength and durability to ensure maintenance-free, long-life performance.

GALE Pacific architectural fabrics are 100% lead and phthalate free and the first architectural shade cloth in the world to be granted Oeko-Tex Standard 100 and Greenguard Certification.

UVR Block & PF Ratings

All GALE Pacific shade fabrics have been fully tested according to AS4174 by the Australian Radiation Protection & Nuclear Safety Agency and feature the highest PF results available to deliver the highest level of UVR protection of any commercial shade cloth. Commercial 95 340 shade fabric ranges up to 97.7% UVR block which is considered as "excellent protection" under guidelines set by Australia's Sun Smart and the Cancer Council.

The % UVR block relates to the ability of the shade cloth to reflect or absorb UVR within the 290nm to 400nm range of the spectrum. Heightened exposure to UVR has been shown to increase the rates of skin cancer. Therefore, the percentage of UVR block is an important factor when selecting shade cloth designed to protect people.



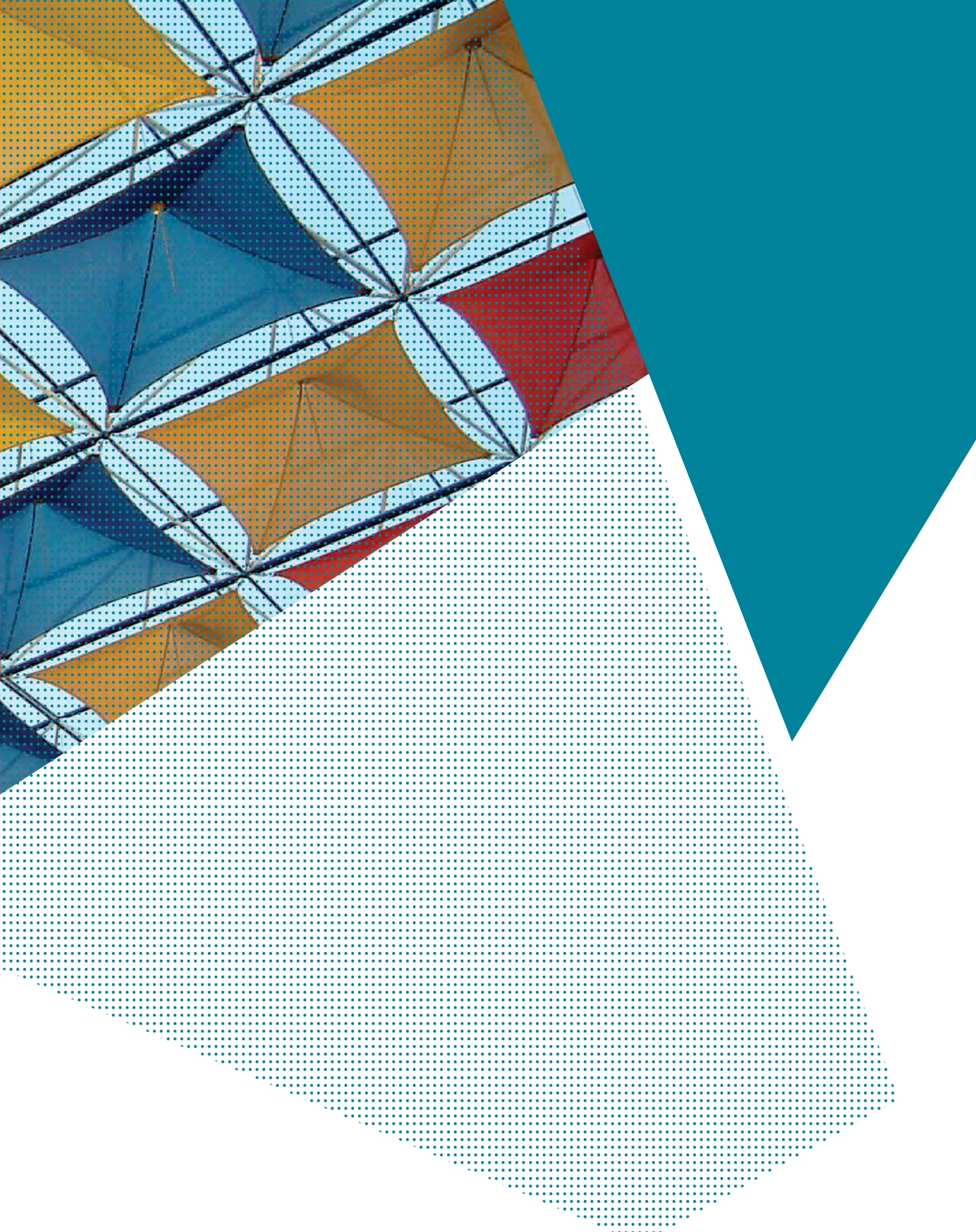
Commercial 95 340 is OEKO-TEX® Standard 100 and Greenguard children and school certified.

As the demand for healthy, sustainable products continues to expand, consumers and building industry professionals increasingly demand substantiation of product sustainability claims and rely on trustworthy third-party certifiers to guide purchasing and specification decisions. GREENGUARD & Oeko-Tex Standard 100 Certification provides the market with solutions and resources to ensure healthier environments, and provides manufacturers with credible tools to legitimize and promote their sustainability.

The GREENGUARD and Oeko-Tex Standard 100 Certifications set stringent limits for products to achieve in several key areas such as:

- Limiting Volatile Organic Compound (VOC) content
- Lowering formaldehyde emissions
- Lowering lead and phthalate content





AU	P 1800 331 521	F +61 3 9518 3398	gpcommercial.com
NZ	P 0800 555 171	F 0800 555 172	
UAE	P +971 4 881 7114	F +971 4 881 7167	
USA	P 1800 560 4667	F +1 407 772 0553	gpcommercialusa.com





Office 904-217-0516
Sales 904-803-6594
Fax 904-342-7995
www.ShadeAmerica.com

SHADE AMERICA, INC. #3604 Harbor Dr. Saint Augustine, FL

32084

Warranty

Designed to meet the requirements of the 2017 Uniform Building Code, our structures must be used under normal conditions and excludes the following conditions:

- **Misuse**
- **Vandalism**
- **Damage caused by others**
- **Riots**
- **"Acts of God"**

Shade Net

Shade America, Inc. provides a warranty for a period of 10 years against fading, rot, UV deterioration, loss of strength, color change (except Red and Yellow which have a 3-year warranty), or faulty workmanship. Typical shade net life expectancy can exceed 10-12 years. Waterproof shade fabric has a limited 5-year warranty.

Structure

Shade America, Inc. provides a 20-year warranty against failure due to corrosion and deterioration. Workmanship warranty is 1-year from installation. Fabric poles and framework rated for wind speeds of 70mph.

Hardware

Please note that cables used in the larger cable design structures are not a warranty item.

All warranty claims will be prorated from date of installation.



Proposed Date	SEPTEMBER 30, 2022
Expiration Date	OCTOBER 31, 2022

Southern Recreation

Play for all ages

4060 Edison Avenue
 Jacksonville, Florida 32254
 Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Murabella

PROPOSED **Jim Schieszer**
 TO **Murabella**
jschieszer@rmsnf

BILL TO Same

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	50% Deposit

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1ea.		26'x42' Shade Top Replacement w/ cable		4,525.00

Subtotal	4,525.00
Tax Rate	.07
Tax	Exempt
Freight	375.00
Installation	900.00
Total Due	5,800.00

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation. Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included unless specifically noted on the proposal.

Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
 Site Preparation to include equipment removal, excavation, grading and drainage
 Concrete work to include Curbing for containment and Sidewalks for accessibility

Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-

Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing. **SR WILL NOT INSTALL** any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

Access/Utilities Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature Terry Rogers Terry Rogers, President

Accepted by _____ Date _____

Billing Name and Address: _____ Billing Email: _____

Please sign and fill in the information where the project invoice will be billed to.



Southern Recreation, Inc.

4060 Edison Avenue, Jacksonville, Florida 32254

Shade America, Inc.
 3604 Harbor Drive
 Saint Augustine, FL 32084
 US
 (904)217-0516
 sholton.shadeamerica@outlook.com
<http://www.shadeamerica.com>



Estimate 2933

ADDRESS

Jim Schieszer
 Riverside Management
 Services - Murabella Turnbull
 Creek CDD

DATE
 10/11/2022

TOTAL
\$7,480.00

ACTIVITY	QTY	RATE	AMOUNT
Materials & Installation Supply and Installation of a Replacement Shade Fabric, approximately 42' x 26", including all cables, hardware and labor.	1	7,480.00	7,480.00

This proposal is valid for 30 days. All discounts reflected here will apply.

50% deposit is required with order and balance is due upon installation.

Shade will be installed within 6-8 weeks from deposit receipt and signed purchase order/proposal. All materials will remain the property of Shade America, Inc. until balance is paid.

Shade America, inc. will make every effort to insure that underground cables or pipes are not damaged when digging foundations. It is the customer's responsibility to advise of such obstacles prior to job start and to cover costs associated with removal and/or relocating.

TOTAL

\$7,480.00

THANK YOU.

50% DEPOSIT REQUIRED

Accepted By

Accepted Date

TAB 13

Proposal

Harold Hardy Tennis Services, DBA "The Joy Tennis Academy" would like permission from the board to continue to set up a tennis instructional program for Murabella residences, (Turnbull Creek CDD). The age range of students will be 3 to 75 years of age.

Private, Semiprivate and Group lessons of 4 to 6 students will be offered and Summer Camps. The main goal of the program is get children off their computers and cell phones along with adults learning how to play tennis quickly, efficiently so they can have fun and get much needed physical exercise.

The classes will be taught and over seen by Professional Tennis Coach Harold Hardy, who has 53 years of coaching experience. The "The Joy of Tennis" was founded in 1982 in Washington D.C. where it's students included US Senators, Congressman, Lobbyists and local Celebrities and their families. Coach Hardy moved from Racine, Wisconsin in 2014 where he over saw a Junior Development Program at the Racine Tennis club and developed the future 2016 Wisconsin High School State Girls Singles Champion Bojana Pozder who just signed to play #1 or #2 Singles for Notre Dame University this year 2022. The Joy of Tennis Academy has had programs at "The King & The Bear" for (3) years as well as the Murabella community for (2) years.

A 10% commission will be paid to the CDD monthly from all revenue generated from all lessons given on the community's courts. Only one court will be used at a time for private lessons unless two courts are needed for group competitive play sessions.

Dates and times of instruction will based on the availability of the students.

Instructional Program Types and Prices:

Ages of Children & Group Lessons:

3-5 yr.

6-8 yr.

9-12 yr.

13-16 yr.

Adults & Children Lessons and Rates:

1/2Hr. Private-\$45

1/2Hr. Semiprivate-\$50

1Hr. Private- \$65

1Hr. Semiprivate- \$80

1Hour Group-\$40

For parents who may be interested in having their children play competitive tennis in Middle School or High School, a sound foundation will be put in place by our instructional program.

Sincerely,

Harold Hardy:

Director of "The Joy of Tennis Academy"

TAB 14

FUTURE HORIZONS, INC.
"Tomorrow's Products & Services Today"
P.O. Box 1115
HASTINGS, FL 32145
Phone: 1-800-682-1187

PROPOSAL SUBMITTED TO	Riverside Management Services	PHONE	904-288-7667	DATE	03/24/2022
OFFICE	9655 Florida Mining Blvd	JOB NAME	Aquatic Weed Control		
CITY STATE and ZIP CODE	Jacksonville, FL 32257	JOB LOCATION	Murabella - Turnbull Creek CDD		
ARCHITECT	Jim Schieszer	DATE OF PLANS	October 2022	JOB PHONE	Jschieszer@rmsnf.com

We propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of

Sixteen Thousand Five Hundred and NO/100----- dollars (\$ 16,500.00)

Payment to be made as follows:

Monthly payments of \$1,375.00; invoiced at the end of each month and payable within thirty days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: 

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for

FUTURE HORIZONS, INC. will continue to maintain a monthly Aquatic Plant management program in 21 ponds (approximately 38.25 surface acres) located within Murabella (Turnbull Creek CDD) located in St. Augustine, Florida. Annual increases will be based on CPI numbers provided by the U.S. Bureau of Labor Statistics during Turnbull's budgeting period.

FUTURE HORIZONS, INC. will provide all labor, equipment, herbicides and technology to control Algae, Torpedo Grass, Baccopa, Alligatorweed, and Pennywort in the designated areas.

FUTURE HORIZONS, INC. will inspect and/or apply the herbicides once each month October through April and twice each month May through September to control and prevent the vegetation from reestablishing in the designated areas. A 2 ft. buffer of emergent vegetation will be maintained to help prevent damage to banks & slopes to curb erosion.

FUTURE HORIZONS, INC. will provide monthly reports to the board of the maintenance performed.

FUTURE HORIZONS, INC. will pick up trash around shoreline when treating and/or inspecting areas.

FUTURE HORIZONS, INC. will use only State approved herbicides, application techniques, and certified applicators in treating the designated areas.

FUTURE HORIZONS, INC. will furnish proof of one million dollars liability and vehicle insurance and workers compensation upon request.

FUTURE HORIZONS, INC. reserves the right to stop the aquatic management program should customer fail to pay each invoice within sixty (60) days. Once delinquent invoices are paid in full, there will be an additional start up fee of ten percent of the remaining contract balance. This start up fee will be paid before additional treatments are made by the Contractor. This start up fee is necessary because of regrowth of aquatic vegetation.

This contract may be canceled by either party with a sixty day written notice. Should legal services become necessary in collection of the outstanding debt of this contract, it would become the financial obligation of the proposed client.

Upon acceptance, please sign and return this Proposal and retain a copy for your files. 1.5 % interest will be added to payments for every thirty days past the due date.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

TAB 15



9/13/2022

Jim Schieszer
Murabella Amenity Center
101 W Positano Ave
St Augustine, FL32092
Quote: A229013101

Murabella Amenity Center:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 904-828-0991. It's that easy.

Service Details

SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 6 yard Containers	Base Rate:	\$113.25 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$113.25
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
1 - Container Refresh Promotional Discount	-\$9.00
Total Fuel/ Environmental Recovery Fees**	\$63.22
Administrative Fee**	\$5.95
Total Estimated Amount	\$182.42

One Time Charges

Delivery Charge Subtotal	\$312.50
Valued Customer Discount - Delivery	-\$78.12
Total Fuel/ Environmental Recovery Fees**	\$124.30
Total One-Time Amount	\$358.68

Terry Taylor
Republic Services

TTaylor4@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

Customer Service Agreement



AGREEMENT NUMBER A229013101

ACCOUNT NUMBER 687

EMAIL : jschieszer@rmsnf.com

INVOICE TO

CUSTOMER NAME Murabella Amenity Center
 ATTN Jim Schieszer
 ADDRESS 101 W Positano Ave
 CITY St Augustine, FL
 STATE
 ZIP CODE 32092
 TEL. NO. (904) 940-1157 FAX NO.

SITE LOCATION

SITE NAME Murabella Amenity Center
 ADDRESS 101 W Positano Ave
 CITY St Augustine, FL
 STATE
 SUITE
 ZIP CODE 32092
 TEL. NO. (904) 940-1157 FAX NO.
 AUTHORIZED BY Jim Schieszer TITLE
 CONTACT Jim Schieszer TITLE

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	6.00Yd(s)	N	1	P	N	1/1/W				N	ST01	10/31/2022		\$113.25	\$241.50		Container Refresh \$9.00	Delivery \$312.50 Exchange \$200.00 Extra Yds \$97.00 Relocate \$265.00 Removal \$219.01	

Republic Services of Florida, Limited Partnership DBA Seaboard Waste Systems

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____

(AUTHORIZED SIGNATURE)

TITLE: _____

BY : _____

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

TITLE: _____

DATE OF AGREEMENT

COMMENTS:

Container Refresh Promotional Period: 6 months free.

Valued Customer Discount - Delivery for 1 container FL 6.00 yard - \$78.12

Delivery Notes:

Safety: No Safety Concerns

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes,

TERMS AND CONDITIONS

AGREEMENT. This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTH UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

TERM (TEMPORARY SERVICES). FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

WASTE DEFINITIONS. "Waste Material" means all non-hazardous solid waste and Recyclable Material. Waste Material excludes all radioactive, volatile, flammable, corrosive, explosive, regulated medical, infectious, biomedical, biohazardous, pollutants, contaminants, or hazardous waste, toxic substance or material, each as defined by, characterized or listed under Applicable Law (collectively, "Excluded Waste"). "Recyclable Material" is material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastics containers.

SCOPE OF SERVICES. Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall acquire title to conforming Waste Materials when they are collected or received by Company.

PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. If indicated in the Service Details, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on the "Understanding Our Fees" page of Company's website, www.republicservices.com). ADMIN, FRF and ERF are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased disposal or processing costs; (c) increased transportation costs; (d) costs or fees due to the inclusion of Excluded Waste and/or contamination; (e) decreased value of Recyclable Material or changes in commodity markets; or (f) actual Services or equipment that differ from those listed in the Service Details. Subject to any Comments in the Service Details, Company may, from time to time by notice to Customer (on its invoice), increase any Charges provided in this Agreement to achieve or maintain an acceptable operating margin as determined in Company's sole discretion. Company may also increase Charges for any other reason with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site Location.

INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY LOSSES TO THE EXTENT ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; OR (B) COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING FROM (A) CUSTOMER'S BREACH OF THIS AGREEMENT; (B) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) EXCLUDED WASTE CONTAINED IN CUSTOMER'S WASTE MATERIAL; AND (D) CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT.

SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All written notices to Company pertaining to this Agreement shall be sent prepaid certified or overnight mail, return receipt requested, and must be received by Company. Any notice related to this Agreement will be deemed effective no less than 60 days from the certified mail return receipt date.

DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any waste or recyclable materials. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

RECYCLABLE MATERIAL. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Material and not place items in any recycling container that may make the Recyclable Material unsuitable for recycling or decrease the value of the Recyclable Material. Customer agrees that Company in its sole discretion may determine whether any load of Recyclable Material is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal. **ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off and shall not exceed three feet in depth. (c) Customer shall not load materials above the top of the rolloff. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties or damages incurred by Republic due to the overweight container.

EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site Location at all times, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Customer agrees that the installation of the equipment is for the primary benefit of Company to provide services, and that Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's and Company's instructions, and shall not allow the equipment to be used by any person other than Customer's employees without Company's written consent. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Laws. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

ELECTRONIC MATERIAL AND/OR BULB & BATTERY (UNIVERSAL) RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery (Universal) Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to Electronic Material Services and Bulb & Battery Recycling Services only:

"Box Mail-Back Services" means services in which Company delivers boxes or containers designated for the packing and shipping of Electronic Material or Bulbs & Batteries by Customer (hereinafter "Box") to the designated processing facility.

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Bulb & Battery Recycling Services" includes Box Mail-Back Services as a means to recycle or dispose of Bulbs & Batteries.

"Electronic Material" consists of any High Grade, Low Grade and Video Display Devices that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Electronic Material Services" includes Box Mail-Back, Pack-Up and Pick-Up and/or Full Service as a means to recycle or dispose of Electronic Material. "Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

"Full Service" means services in which Company provides all necessary containers, packaging, removal, loading and shipping of the Electronic Material to the designated processing facility.

"High Grade" means electronic items that contain gold, silver and/or large circuit boards including, but not limited to, computers, switching equipment, telephones (cellular, cordless, wireless), and telephone carrier switching equipment.

"Low Grade" means electronic items that consist mostly of plastic and metal including, but not limited to, printers, keyboards/mice, countertop appliances with cords, media storage devices, and video games and accessories.

"Pack Up & Pick Up Services" means services in which pre-packaged or palletized Electronic Material are collected by Company from a Site Location and transported directly to the designated processing facility. "Video Display Device" means computer terminal, oscilloscope, TV (CRT, LCD, plasma, rear projection), IT equipment, E-waste containing glass, monitor (CRT, LCD, plasma), and tablets.

BOX MAIL-BACK SERVICES. In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. With respect to Electronic Material, payment for Box Mail-Back Services is made in advance and if Customer returns an unused Box, Customer will receive a refund of up to 50% of the purchase price. If Customer subsequently requests a Box for Electronic Material, Customer will be responsible for full pre-payment. With respect to Bulbs & Batteries, payment for Box Mail-Back Services is made in advance and will not be refunded after a Box has been shipped to Customer. If Customer returns an unused Box, Customer will be responsible for its shipping cost to return the Box plus a restocking fee, which is \$14 for a lamp box and \$12 for a battery/ballast box (restocking fees for other types of Boxes may vary). If Customer subsequently decides they require a Box, Customer will be responsible for the cost of re-shipping the Box.

Expiration of Boxes. Each Box must be received by Company or its subcontractor by the expiration date printed on the prepaid return shipping label, which is typically twelve (12) months (the "Expiration Date"). If Customer ships a Box (for Electronic Material only) after its original Expiration Date or requests up to a one-year extension of the Expiration Date, Customer shall pay Company an additional fee in the amount of 50% of the original Box purchase price. Company has no obligation after the Expiration Date (original or extended, if applicable) to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each Box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight in the amount of up to \$0.83 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly up to \$0.37 per pound; (iv) processing electronics containing wood up to \$0.23 per pound; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or Boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight up to \$1.50 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

Automatic Reordering. For automatic reordering of Box Mail-Back Services, the following provisions will apply:

Upon receipt of a Box from Customer, Company will automatically send Customer a Box identical to the one returned by Customer. Any Box must be used by Customer within twelve (12) months of receipt or an additional charge may apply.

Company may increase rates to cover increases in shipping, recycling, refurbishment, reuse, and/or disposal rates upon notice to Customer.

Customer shall have 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable, to use and return all of the Boxes in Customer's possession. Company reserves the right to bill Customer for any Boxes not received by Company within 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable.

PACK-UP & PICK UP SERVICES. In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order, and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) Video Display Devices; (2) High Grade; (3) Low Grade. A full list of Video Display Devices, High Grade and Low Grade Electronic Material is available upon request. If the Electronic Material is not properly sorted, Customer shall pay Company a sorting charge of up to \$0.22 per pound. If Electronic Material are not removed from their original packaging, an additional unpacking fee in the amount of up to \$0.37 per pound will apply. If Electronic Material are not properly loaded and palletized, an additional unsafe load conditions fee in the amount of up to \$0.37 per pound will apply.

FULL SERVICE. There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:



Waste Management Inc. of Florida
 8801 NW 91st Street
 Medley, FL, 33178
 (866) 303-7849

WM Agreement #
 Customer ID
 Acct. Name
 Salesperson
 Effective Date
 Last PI Date

S0016249330
 2-72857-32373
 TURNBULL CREEK CDD
 Hector Cruz Godinez
 10/1/2022

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name **TURNBULL CREEK CDD** Contact **JIM SCHIESZER**
 Address **100 W POSITANO AVE** Telephone # **(904) 759-9833**
 City State Zip **ST AUGUSTINE, FL 32092** Fax #
 County/Parish **SAINT JOHNS** Email **jschieszer@rmsnf.com**
 Customer Comments: ST JOHN CM 5% FRANCHISE

Billing Information

Name **TURNBULL CREEK CDD** Contact **Carol Brown**
 Address **3434 COLWELL AVE STE 200** Telephone # **9044366270**
 City State Zip **TAMPA, FL 33614** Fax #
 County/Parish **HILLSBOROUGH** Email **clbrown@rizzetta.com**
 PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency	Base Rate	
1	6 Yard FEL	MSW Commercial	1xPer Week	Fuel & Environmental/RCR	\$ 84.70 *
					\$ 348.29

No increase to Base Rate during first 12 months of Contract Term, except as provided in Section 4(b)(i) – (v) of this Agreement

Current rate for Extra Pickup: \$ 200.00
 Franchise Fee Percentage: 5.00% *
 Current FSC 0.00%, EVC 20.00%, RCR 3.60%
MONTHLY TOTAL : \$ 432.99 *

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Franchise Fee	\$ 22.07 *
Administrative Charge	\$ 8.50 *
MONTHLY GRAND TOTAL	\$ 463.56 *

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. Any FSC, EVC and RCR amounts shown in this Service Summary are estimated based on current percentages (as set forth herein), and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, and any applicable franchise fees will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

This Agreement does not provide for a fixed price during the Contract Term. Unless specifically provided otherwise herein, Customer should expect Company to increase Charges as allowed by Section 4(b) and Company to seek other price increases subject to Customer's consent under Section 4(c) of this Agreement. Consent to price increases may be given orally, in writing, or by notice and Customer's payment of, or failure to object to, the price increase.

Contract Term is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 36 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature _____ Printed Name _____ Title _____ Date _____

Company _____ Printed Name _____ Waste Management Sales Rep. _____ Title _____ Date _____

Terms and Conditions on following page(s)

- 1. (a) SERVICE GUARANTEE.** We guarantee our Services (as defined below). If Company fails to perform Services in accordance with the service summary as provided, which for Services purchased online include the information and terms disclosed during the order and checkout process (collectively, the "Service Summary"), and Company does not remedy such failure within five (5) business days of its receipt of a written demand from Customer, Customer may immediately terminate this Agreement without penalty.
- (b) SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right, and Company through itself and its Affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary, subject to the terms and provisions contained herein (collectively, with the Service Summary, the "Agreement"). If Customer changes its Service Address(es), this Agreement shall remain valid and enforceable with respect to Services rendered at Customer's new service location(s) if such location(s) is within Company's service area. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined in Section 12) generated by Customer or at Customer's Service Address(es). Waste Materials includes "Special Waste", such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to an additional Exhibit L to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving Customer's Waste Materials, or (v) Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.
- 2. CONTRACT TERM.** The Initial Term and any subsequent Renewal Term of this Agreement (collectively, the "Contract Term") is set forth on the Service Summary. Unless otherwise specified on the Service Summary, at the end of the Initial Term and any subsequent Renewal Term, the Contract Term shall automatically renew for an additional Renewal Term at the then current Service levels and applicable Charges, unless (a) for a Renewal Term of twelve (12) months or more, either party gives to the other party written notice of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term, and (b) for a Renewal Term of less than twelve (12) months, either party gives to the other party written notice of termination at least thirty (30) days prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term.
- 3. TERMINATION RIGHTS.** Notwithstanding the foregoing, this Agreement can be terminated prior to the end of the Initial Term or a Renewal Term as follows: (a) by Customer (with no obligation to pay liquidated damages as provided in Section 7), (i) if Company fails to satisfy the Service Guarantee provided in Section 1(a) or (ii) pursuant to Section 4(c) if Company increases the Charges payable by Customer hereunder with a Consensual Price Increase; (b) by Customer with thirty (30) days prior written notice to Company, subject to Customer's obligation to pay liquidated damages as provided in Section 7 no later than thirty (30) days after written notice of termination; (c) by Company, (i) if as a result of Customer's breach of Section 5, Company suspends Services for more than fifteen (15) days, or (ii) if Customer fails to cure any other breach of its obligations under this Agreement within five (5) business days of its receipt of written demand from Company to cure such breach; and (d) by Company, with at least fifteen (15) days prior written notice to the Customer, any time after Customer retains, designates or appoints a broker or agent to act for Customer, or manage its Services, under this Agreement. In order to move containers in a safe, secure and orderly fashion, Company shall have up to seven (7) days to remove any equipment from Customer's service location(s) after the effective date of the termination of this Agreement.
- 4. (a) CHARGES; ADDITIONAL SERVICES; CHANGES.** The initial charges, fees and other amounts payable by Customer ("Charges") for Services and/or equipment furnished by Company to Customer are set forth on the Service Summary. Company also reserves the right to charge Customer additional Charges for additional Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, container relocation or removal; gate, enclosure or roll out services; account resume or reactivation services; extra pickups or trip charges; container overages and overflows; and equipment repair and maintenance (see www.wm.com/billhelp for a list of "Additional Services"), which may be updated from time to time), all at such standard prices or rates that Company is charging its customers in the service area at such time. Changes in the frequency of collection, collection schedule, number, capacity and/or type of equipment, the terms and conditions of this Agreement, and any changes to the Charges payable under this Agreement (including any Consensual Price Increase or Negotiated Price Adjustment), may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes.
- (b) PERMITTED PRICE INCREASES** Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Contract Term: (i) for any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on the Service Summary; (ii) for any changes or difference in the composition, amount or weight of the Waste Materials collected by Company from Customer's service location(s) from what is specified on the Service Summary (including for container overages or overflows); (iii) for any increase in or other modification made by Company to the Fuel Surcharge, Regulatory Cost Recovery Charge, Recyclable Materials Offset, Environmental Charge, and/or any other Charges included or referenced in the Service Summary (which Charges are calculated and/or determined on enterprise-wide basis, including Company and all Affiliates); (iv) to cover any increases in disposal, processing, and/or transportation costs, including fuel surcharges; (v) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters; and (vi) for increases in the Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI, with such increases in CPI being measured from the Effective Date, or as applicable, Customer's last CPI based price increase date ("PI Date"). Increases to Charges specified in this Section 4(b) may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this Section 4 (including any Consensual Price Increases or Negotiated Price Adjustments) are not represented to be solely an offset or pass through of Company's costs.
- (c) CONSENSUAL PRICE INCREASES** Without limiting the foregoing, Company also reserves the right to seek, and Customer acknowledges that it should expect Company to seek, increases in the Charges payable by Customer hereunder for reasons not specifically permitted in Section 4(b) (a "Consensual Price Increase"). If Customer does not accept the Consensual Price Increase, Customer's sole right and remedy shall be to terminate this Agreement by written notice to Company no later than thirty (30) days after Company notifies Customer of such Consensual Price Increase. Customer's failure to terminate this Agreement (within the 30-day period) shall be construed as Customer's acknowledgement that the continuation of the Services by Company hereunder is good, valuable and sufficient consideration for the Consensual Price Increase. Notwithstanding the foregoing, the parties may, but are not obligated to, agree to a different increase or an adjustment to Customer's Charges (a "Negotiated Price Adjustment") as a result of a Consensual Price Increase. Absent a Negotiated Price Adjustment, the Consensual Price Increase shall be binding and enforceable against Customer under this Agreement unless the Customer terminates this Agreement (within the 30-day period) as described above. Customer's agreement to a Consensual Price Increase or Negotiated Price Adjustment may be evidenced pursuant to Section 4(a) and the parties agree that this Agreement with such modified Charges will continue in full force and effect.
- 5. INVOICES; PAYMENT TERMS** Company shall send all invoices for Charges and any required notices to Customer under this Agreement to Customer's billing address specified in the Service Summary, or if the Customer elects to participate in the Company's electronic billing program, make them available by email to Customer's designated e-mail address. Unless specifically agreed to in writing by Company and subject to such additional costs that Company may charge, in its discretion, Company shall not be required to bill Customer using Customer's or any third party billing portal or program. In no event shall the use by Company of Customer's or any third party billing portal or program, or any terms thereof, operate to amend or supplement the terms and conditions of this Agreement, which will remain binding in accordance with its terms. Customer shall pay all invoiced Charges within thirty (30) days of the invoice date, by check mailed to Company's payment address on Customer's invoice. Payment by any other method or channel, including in person, online or by phone, shall be as may be allowed by Company and subject to applicable convenience fees and other costs charged by Company, from time to time. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.
- 6. EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term for any reason other than as set forth in Section 3(a), or in the event Company terminates this Agreement for Customer's default pursuant to Section 3(c), Customer shall pay the following liquidated damages in addition to Company's legal fees, if any: (a) if the remaining Contract Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) monthly Charges immediately prior to default or termination (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Contract Term is less than six months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Contract Term. Customer acknowledges that the actual damage to Company in the event of Customer's early termination or breach of contract is impractical or extremely difficult to fix or prove, the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting therefrom, and such liquidated damages payment is an agreed upon charge for Customer's early termination or breach of contract and is not imposed as a penalty. Customer shall also pay liquidated damages of \$100 for every Customer waste tire that is found at any disposal facility used by Company. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

8. INDEMNITY. Company agrees to indemnify, defend and save Customer and its Affiliates harmless from and against any and all liability which Customer or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by Company or an Affiliate, provided that Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save Company and its Affiliates harmless from and against any and all liability which Company and its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT TO PROVIDE COMPETING OFFERS. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company. **EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (a) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (b) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to Company by Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder for Services already performed, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) The terms, conditions and disclosures set forth on www.wm.com relating to Billing/Billing Help, Charges, Arbitration Procedures, and for those Customers that sign up for electronic billing and payment, Autopay, are incorporated by reference and made a part hereof (as such terms, conditions and disclosures may be changed or modified from time to time, effective from such change or modification). In addition to, and not in limitation of, the foregoing, the terms and provisions of this Agreement may be amended and modified as agreed to by the parties as provided in Section 4(a). Subject to the foregoing, this Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same Services at the same Customer locations covered by this Agreement, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the Services are provided. (e) All written notification to Company required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, courier or by hand to Company's address on the first page of the Service Summary, provided that Company may provide written notice to Customer of a different address for written notice to Company. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event Company successfully enforces its rights against Customer hereunder, Customer shall be required to pay Company's attorneys' fees and court costs. (h) Notwithstanding the termination of this Agreement, Sections 6, 7, 8, 10, 11, 12(vi) and Customer's obligation to make payments for all Charges and other amounts due or payable hereunder through the termination date shall survive the termination of this Agreement. (i) The term "Affiliate" means with respect to any specified party, any corporation, limited liability company, partnership or other legal entity, directly or indirectly, controlled by, controlling or under common control with such specified party, with "control" meaning, directly or indirectly, the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. (j) "business day" means Monday through Friday, excluding bank holidays.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services. All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. (ii) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Special Waste, Excluded Materials or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment. (iii) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay Company for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin (collectively the "Cost"). Without limiting the foregoing, Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Special Waste, Excluded Materials, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost. (iv) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) Company's processing cost per ton, including costs of disposal for contamination, plus profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by Company from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at Company's sole discretion. (v) Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, charges may include separate fuel and environmental surcharges as set forth at www.wm.com. (vi) Notwithstanding anything to the contrary set forth above, the liquidated damages calculation set forth in Section 7 of this Agreement shall not apply to any Customer breach of the Agreement pertaining to Services for Recyclable Materials which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than such liquidated damages. (vii) Service arrangements will be agreed upon between Customer and Company for the service location(s) set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. For baled wastepaper picked up by bale route service, the minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights.



Service Agreement

TEMPORARY
 PERMANENT

13232 - 106

A. CUSTOMER SITE INFORMATION

Site Name: Town bull creek CDC Effective Date: 10-1-2022 Account #:

Service Address: 101 West positano Ave Service Area: St Johns Salesperson: Nancy Finley

City/State: Saint Augustine FL Zip Code: 32092 Contact Name:

Email: JschiesZec@msn.com Telephone: 904-993-4011 Fax: Mobile:

B. BILLING INFORMATION

Billing Name: P.O. # Required? Y / N

Billing Address: Billing Cycle: Customer Payment:

City/State: Zip Code: Contact Name:

Email: Telephone: Fax: Mobile:

C. NEW SCHEDULE OF SERVICE

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
1	FL	SW	6	1					110 ⁰⁰	Month Haul S M T W T F S
										Month Haul S M T W T F S

OLD SCHEDULE OF SERVICE

Month Haul	Schedule
	S M T W T F S
	S M T W T F S

D. ADDITIONAL FEES

Lockbar: Casters: Delivery: ~~\$200.00~~ 175⁰⁰ Relocate: \$150.00

Franchise Fee: add St Johns Disposal Per Ton:

Additional Yardage Fee: Extra Pickup: Roll off box not active after 8 days. \$10.00 per day service charge.

A fuel recovery and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. 20% Fuel & 10% Enviro

Roll-Off container will have a per pull charge and a minimum of 2.5 tons disposal charge. NA

Dry Run Fee:

"LOCATION STAMP HERE"

Other Instructions: _____
Special Service: _____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

Customer Signature _____ Date _____
Print Name _____

Nancy Finley 9-13-2022
Waste Pro Representative _____ Date _____
Print Name _____

TERMS & CONDITIONS ON THE REVERSE

ORIGINAL

____ WP/Manager Initials

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right to provide equipment and services to collect and dispose of and/or recycle all of Customer's non-hazardous Waste Material. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulators, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

LOADING RESTRICTIONS. Customer must adhere to recommended safety precautions when loading container. This includes, but is not limited to weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Service will not be rendered until these requirements are met.

2. A. **TERM (Permanent).** The initial term ("Term") of this Agreement is sixty (60) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of sixty (60) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 11) of termination at least ninety (90) days, prior to the termination of the then-existing term.

B. **TERM (Temporary).** This agreement is a legally binding contract and shall extend for the duration of the project.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of written demand from Customer (See Section 11), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. The Company may charge a fuel recovery fee/surcharge to help offset the significant expenses incurred by the Company in fueling its fleet of commercial motor vehicles. This fee fluctuates on a monthly basis as the cost of diesel fuel changes. For information about the method of calculation of the fuel recovery fee/surcharge and the amount of such fee based on the changes in the costs of diesel fuel please visit our website on a monthly basis—www.wasteprousa.com. The Company may also charge an environmental recovery fee to offset a portion of the costs the Company incurs to comply with federal, state and local government regulations relating to the environment including, but not limited to employee safety training and inspections and environmental compliance. The environmental fee is not government imposed, nor is any portion of it paid to any governmental agency. Please visit our website for information on the current amount charged to Customer for the environmental recovery fee. Company may increase the charges to address any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to reflect increases of disposal and/or transportation costs and increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be received by the Company verbally, in writing, by payment of the invoice on which such charges are contained or by the actions and practices of the parties. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds. The Company may increase the charges to the Customer in the event that the weight of Customer's Waste Materials exceeds seventy-five (75) pounds per cubic yard.

5. **CHANGES.** Changes in level of service, schedule of charges, type or amount of equipment may be agreed to orally or in writing, by the parties. Oral changes shall be evidenced by the actions and practices of the parties. If customer changes its service address during the term of this Agreement, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and to its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unob-

structed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface, curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates the Agreement prior to the expiration of any term for any reason other than a default by Company Customer shall pay the Company 60% of the current monthly rate multiplied by the amount of months remaining on the term, plus any attorney fees which the Company should incur to enforce this Agreement. In the event of a breach of this Agreement by Company the Customer will be entitled to reasonable attorney's fees plus any applicable attorney costs they may incur. Customer acknowledges that the actual damage to the Company in the event of breach is difficult to fix or prove, and the foregoing liquidated damage amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstance for any special, incidental or consequential damages arising out of or in connection with performance of the Agreement. Customer shall pay liquidated damages of \$100.00 for every Customer waste tire that is found at the disposal facility.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Material's, after the date of this Agreement, in a facility owned by a subsidiary of Waste Pro provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agent or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. Additionally, if Customer desires to recycle, Company has the right of first refusal.

10. **CLAIMS AND ARBITRATION.** Customer and Company agree that upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to the Customer, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither Customer nor Company shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claim as a representative or member of a class or in or as a part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Customer and Company and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. *In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury.* Within thirty (30) days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, to exclude it from this Agreement) by sending a written notice to Company by certified mail to WastePro USA, Inc., 2101 West SR 434, Suite 315, Attention Corporate Counsel, Longwood, FL 32779 stating that Customer wishes to opt out of this arbitration provision.

11. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment; and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

M.F.

X

_____ Customer Initials

Tab 16



Commercial Agreement / Set UP

Corporate Office- 8400 Baymeadows Way Suite 12, Jacksonville, FL 32256

Orlando office-3701 N. John Young Pkwy, Suite 105 Orlando, FL 32804, Tampa Office-3904 Corporex Park Drive, Suite 100 A Tampa, FL 33619,

Ocala Office- 1721 Northwest Pine Ave. Ocala, FL 34476, Daytona Office- 745 South Nova Road Ormond Beach, FL 32174

Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

Service Info

Billing Info (leave blank if same)

Current Acct #	129708			Lead Source	Updated Agreement for Budget Purposes	
Business Name	Murabella Owners Association Inc			Business Name	Murabella Owners Association Inc c/o Turnbull Creek CDD	
Contact	Carol Brown			Contact		
Position	District Manager			Position		
Phone	904-436-6270 X4631 – Office 401-529-8379 - Cell			Phone	904-940-1157 X206	
Email	clbrown@rizzetta.com			Email	cddinvoice@rizzetta.com	
2 nd Contact				2 nd Contact		
Position				Position		
Phone				Phone		
Email				Email		
Address	101 W Positano Saint Augustine, Florida 32092			Address	3434 Colwell Avenue – Suite 200 Tampa, Florida 33614	
Invoicing (choose)	Email	X	Print	Consolidated Invoicing (y/n)	YES X NO	
Service Reports	Email	X	Print	Purchase Order Number		
Is there a multiple location Attachment?	No			Tax Exempt #	Yes	
Salesperson:	Tom Chiarello			Lead by:		
Preferred Payment Method				ACH	Credit Card	
Available Service Days: Monday X Tuesday Wednesday Thursday Friday Saturday						
Available Service Hours: 8:00 AM to 5:00 PM or to Note:						

First Month's Invoice(s) to include Setup Costs and Recurring Costs
Setup Costs (list all equipment and services)

First Month's Invoice(s) to include Setup Costs and Recurring Costs
Recurring Costs

<p>Service and Equipment to Include:</p> <ul style="list-style-type: none"> MONTHLY INTERIOR & EXTERIOR SERVICES OF AMENTY CENTER INCLUDING RODENT & 3 MAILBOX KIOSKS 	<p>Service Frequency:</p> <ul style="list-style-type: none"> MONTHLY <p>Service to Include:</p> <ul style="list-style-type: none"> EXTERIOR INSECTION AND RESIDUAL FOR THE LONG-TERM CONTROL OF COCKROACHES, ANTS AND OCCASIONAL INVADERS TECHNICIAN TO PREVENTATIVELY TREAT THE PERIMTER OF THE BUILDING INCLUDING AMENTIES CENTER & THREE (3) MAILBOX KIOSKS LOCATED IN 3 DIFFERENT AREAS ON PROPERTY IN ADDITION, TURNER WILL REACTIVELY TREAT ANY FIRE ANTS WITHIN 20 FEET FROM THE EXTERIOR OF THE STRUCTURE ON SAME DAY OF REGULAR SERVICE – TURNER WILL NOT COVER ANTS IN POOL PAVERS WASP CONTROL ON ANY WASP NESTS WITHIN 15 FEET FROM THE GROUND. TECHNICIANS WILL ALSO REMOVE ANY WASP NESTS WITHIN REACH. ANYTHING HIGHER THAN 15 FEET MIGHT REQUIRE AN ADDITIONAL COST DEWEBBING OF 3 MAILBOX KIOSKS INSPECT, CLEAN, DATE & REBAIT 3 EXTERIOR RODENT BAIT STATIONS – AMENTY CENTER ONLY INTERIOR INSPECTION AND TREATMENT TO THE AMENTY CENTER WITH BAIT, DUST AND/OR RESIDUAL – INCLUDING THE FOLLOWING AREAS: OFFICES, HEALTH CLUB, RESTROOMS & COMMON AREAS CALL BACKS IN BETWEEN SERVICES INCLUDED FOR COVERED PESTS AT NO ADDITIONAL CHARGE
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October 6, 2022

The Proposal and Pricing contained herein will be honored 30 days from printed date above.



Commercial Agreement / Set UP

Corporate Office- 8400 Baymeadows Way Suite 12, Jacksonville, FL 32256

Orlando office-3701 N. John Young Pkwy, Suite 105 Orlando, FL 32804, Tampa Office-3904 Corporex Park Drive, Suite 100 A Tampa, FL 33619,

Ocala Office- 1721 Northwest Pine Ave. Ocala, FL 34476, Daytona Office- 745 South Nova Road Ormond Beach, FL 32174

Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

Initial COST: WAIVED		Tax		Total WAIVED		COST per Month \$ 203.97		Tax		Total \$ 203.97	
Techs Needed		Est T		Techs Needed		Est T					

By: _____	By: _____
Turner Representative	Customer Representative
Date	Date



Commercial Agreement / Set UP

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Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

Business Name	MURABELLA OWNERS ASSOCIATION INC C/O TURNBULL CREEK CCD
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Service areas for handheld:

Service Frequency:

- MONTHLY

Service to Include:

- EXTERIOR INSECTION AND RESIDUAL FOR THE LONG-TERM CONTROL OF COCKROACHES, ANTS AND OCCASIONAL INVADERS
- TECHNICIAN TO PREVENTATIVELY TREAT THE PERIMTER OF THE BUILDING INCLUDING AMENTIES CENTER & THREE MAILBOX KIOSKS
- IN ADDITION, TURNER WILL REACTIVELY TREAT ANY FIRE ANTS WITHIN 20 FEET FROM THE EXTERIOR OF THE STRUCTURE ON SAME DAY OF REGULAR SERVICE – **TURNER WILL NOT COVER ANTS IN POOL PAVERS**
- WASP CONTROL ON ANY WASP NESTS WITHIN 15 FEET FROM THE GROUND. TECHNICIANS WILL ALSO REMOVE ANY WASP NESTS WITHIN REACH. ANYTHING HIGHER THAN 15 FEET MIGHT REQUIRE AN ADDITIONAL COST
- DEWEBBING OF 3 MAILBOX KIOSKS
- INSPECT, CLEAN, DATE & REBAIT 3 EXTERIOR RODENT BAIT STATIONS – AMENTY CENTER ONLY
- INTERIOR INSPECTION AND TREATMENT TO THE AMENTY CENTER WITH BAIT, DUST AND/OR RESIDUAL – INCLUDING THE FOLLOWING AREAS:
- OFFICES, HEALTH CLUB, RESTROOMS & COMMON AREAS
- **CALL BACKS IN BETWEEN SERVICES INCLUDED FOR COVERED PESTS AT NO ADDITIONAL CHARGE**

Additional Notes:

Check Pests Covered: Rodents X Interior Ants X Wasps X Roaches X Flies Other: OCCASIONAL INVADERS

Terms and Conditions

Customer agrees to pay the amount stated for the specified services. If Turner Pest Control has made an appointment with customer and customer refuses to allow technician to treat or has not followed preparation instructions which, in turn, will require a return visit, customer will be billed for one regular service visit. If the technician arrives to service the customer and any necessary equipment is damaged or missing from the work site (i.e., rodent bait stations, interior rodent traps, fly lights, etc.), the technician will replace the equipment at the expense of the customer in accordance with the equipment replacement costs outlined in this agreement. Customer will be invoiced for each regular service visit and other specified services. Payment terms are NET 30- Payment is due 30 days from completion of service.

Turner offers two standard invoicing options-

- Standard Paper Invoice via Mail
- Standard Electronic PDF invoice via Email

Pricing contained in this proposal assumes one of the above options will be utilized for invoicing and payment terms. In the event special billing is required (i.e., payment portal, company website submission, etc.), an additional service fee will be added to the recurring service(s) cost outlined in this agreement.

Should a past due account be referred to an attorney for collection or legal action be required for Turner to enforce payment under this agreement, customer agrees to pay and reimburse Turner for all court costs, attorney fees, out-of-pocket expenses, and other necessary costs that may be incurred in such proceedings together with interest at a rate of 1.5% per month. If customer is a non-resident, customer certifies that it is doing business in the state of Florida. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Duval County Florida.

October 6, 2022

The Proposal and Pricing contained herein will be honored 30 days from printed date above.



Commercial Agreement / Set UP

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Ocala Office- 1721 Northwest Pine Ave. Ocala, FL 34476, Daytona Office- 745 South Nova Road Ormond Beach, FL 32174

Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

If Turner fails to provide satisfactory services, customer has the right to give written notice to Turner to render satisfactory services, specifying the aspect of the service found to be unsatisfactory. If unsatisfactory conditions have not been corrected within 30 days of such notice, customer will have the right to cancel this agreement with 30 days written notice. This agreement shall be effective for an original period of one year with a continuation on a month-to-month basis.

Equipment replacement Costs

Aegis-RP Bait Stations-	\$35.00 plus tax each
Tin-cats-	\$15.00 plus tax each
Fly Lights-	Dependent Upon Model

By: _____	By: _____
Turner Representative	Customer Representative
Date	Date

October 6, 2022

The Proposal and Pricing contained herein will be honored 30 days from printed date above.

Tab 17



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

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.

Quotation being provided for:

Turnbull Creek Community Development District
101 E Positano Ave
St. Augustine, FL 32092

Term: October 26, 2022 to October 1, 2023
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC100122555

TYPE OF INSURANCE

Part A	Workers Compensation <ul style="list-style-type: none"> • Benefits: FL Statutory (Medical, Disability, Death)
Part B	<u>Employers Liability:</u> <ul style="list-style-type: none"> • \$1,000,000- Each Accident • \$1,000,000- Disease- Policy Limit • \$1,000,000- Disease- Each Employee

Class Code	Description	Payroll	Rate	Premium
8810	Clerical Office Employees NOC.	\$3,000	0.16	\$4.80
Total Manual Premium				\$4.80
Increased ELL 1M/1M/1M				\$120.00
				\$124.80
Workplace Safety Credit – 2%				\$0.00
Drug Free Workplace Credit – 5%				\$0.00
Experience Modification				1.000000
Standard Premium				\$124.80
Expense Constant				\$160.00
Terrorism				\$0.30
Policy Total				\$850.00

Additional terms and conditions, including but not limited to:

1. Please review the quote carefully, as coverage terms and conditions may not encompass all requested coverages.
2. The Coverage Agreement premium shall be pro-rated as of the first day of coverage from the minimum policy premium.
3. Down payment is due at inception.
4. The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees.
5. If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
6. Safety and Drug Free program credits (if applicable) are subject to program requirements.
7. Payrolls are subject to final audit.
8. Deletion of any coverage presented, Package and/or Workers' Compensation, will result in re-pricing of account.

PRODUCER	PHONE (A/C, No, Ext): (407) 401-7171 FAX (A/C, No):	COMPANY Florida Insurance Alliance	UNDERWRITER
Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746		APPLICANT NAME - INCLUDE ALL SUBSIDIARIES & DBA'S TO BE INCLUDED IN COVERAGE, ALONG WITH THEIR FEIN Turnbull Creek Community Development District	
		MAILING ADDRESS (INCLUDING ZIP CODE) - INCLUDE PRINCIPAL PHYSICAL LOCATION AND ALL INSURED ENTITIES c/o Rizzetta & Company Tampa FL 33614	
LICENSE #:		YRS IN BUS	SIC CODE
CODE: SUB CODE:		INDIVIDUAL	CORPORATION
		PARTNERSHIP	OTHER:
AGENCY CUSTOMER ID 00000297		FEDERAL EMPLOYER ID NUMBER 201429812	NCCI ID NUMBER OTHER RATING BUREAU ID NUMBER

STATUS OF SUBMISSION		BILLING / AUDIT INFORMATION	
<input checked="" type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	BILLING PLAN	PAYMENT PLAN
		<input checked="" type="checkbox"/> AGENCY BILL	<input checked="" type="checkbox"/> ANNUAL
		<input type="checkbox"/> DIRECT BILL	<input type="checkbox"/> SEMI-ANNUAL
			<input type="checkbox"/> QUARTERLY
			<input type="checkbox"/> % DOWN:
			AUDIT
			<input type="checkbox"/> AT EXPIRATION
			<input type="checkbox"/> SEMI-ANNUAL
			<input type="checkbox"/> MONTHLY
			<input type="checkbox"/> OTHER:
			<input type="checkbox"/> QUARTERLY

LOCATIONS - LIST ALL PHYSICAL LOCATIONS, INCLUDING OTHER STATES, WHETHER COVERAGE IS REQUESTED OR NOT. IF APPLICANT IS A PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY, LIST ALL CLIENT COMPANIES AND THEIR LOCATIONS

#	STREET, CITY, COUNTY, STATE, ZIP CODE
1	101 West Positano Ave. St. Augustine St Johns FL 32092

POLICY INFORMATION

PROPOSED EFF DATE 10/26/2022	PROPOSED EXP DATE 10/01/2023	NORMAL ANNIVERSARY RATING DATE	PARTICIPATING NON-PARTICIPATING	RETRO PLAN
PART 1 - WORKERS COMPENSATION (States) FL	PART 2 - EMPLOYER'S LIABILITY \$ 1,000,000 EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE	PART 3 - OTHER STATES INS	DEDUCTIBLE COINSURANCE LIMIT	OTHER COVERAGES U.S.L. & H. VOLUNTARY COMPENSATION
DIVIDEND PLAN / SAFETY GROUP	ADDITIONAL COMPANY INFORMATION			

RATING INFORMATION CHECK HERE IF LIST OF ADDITIONAL CLASS CODES ATTACHED

LOC	CLASS CODE	COMPANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EM-PLOYEES	ACTUAL REMUNERATION PAST 12 MONTHS	ESTIMATED REMUNERATION FOR NEXT POLICY PERIOD	RATE	ESTIMATED ANNUAL PREMIUM
1	8810		Clerical Office Employees NOC.	5		3,000	0.16000	\$4.80

SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS

	FACTOR	FACTORED PREMIUM
TOTAL		\$
		\$
		\$
EXPERIENCE MODIFICATION		\$
MODIFIED PREMIUM		\$
PREMIUM DISCOUNT		\$
EXPENSE CONSTANT	N/A	\$ 160.00
TOTAL ESTIMATED ANNUAL PREMIUM		\$ 850.00
MINIMUM PREMIUM	DEPOSIT PREMIUM	\$
\$		\$

INDIVIDUALS INCLUDED / EXCLUDED

PARTNERS, OFFICERS, OWNERS TO BE INCLUDED OR EXCLUDED. (REMUNERATION TO BE INCLUDED MUST BE PART OF RATING INFORMATION SECTION.) ATTACH LIST OF ADDITIONS/EXEMPTIONS, IF ANY. PROVIDE COPIES OF EVIDENCE OF EXCLUSIONS/INCLUSIONS. DISCLOSURES OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, ATTACH A COPY OF EXEMPTION OR INCLUSION FORM FILED WITH THE STATE OF FLORIDA.

#	NAME	DATE OF BIRTH	SOCIAL SECURITY #	TITLE / RELATIONSHIP	OWNR-SHP %	DUTIES	INC / EXC	CLASS CODE	REMUNERATION
1									
2									
3									

PRIOR CARRIER INFORMATION / LOSS HISTORY

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS

YEAR	CARRIER & POLICY NUMBER	ACTUAL/AUDITED PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					
	CO:					
	POL #:					

LOSS RUN ATTACHED

NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

GIVE COMMENTS AND DESCRIPTIONS OF ALL BUSINESSES, OPERATIONS AND PRODUCTS (INCLUDING OTHER STATES): MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS. IF CONTRACTOR, PROVIDE LICENSE NUMBER.

PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY TEMPORARY EMPLOYMENT SERVICE

Commercial Development

EMPLOYEES - ATTACH A LIST OF ADDITIONAL EMPLOYEE NAMES

NAME	CLASS CODE	SOCIAL SECURITY #	NAME	CLASS CODE	SOCIAL SECURITY #

ATTACH THE LAST FOUR (4) EMPLOYERS QUARTERLY REPORTS OR IRS FORM 941. PLEASE EXPLAIN IF THE EMPLOYERS QUARTERLY REPORTS OR 941 IS NOT AVAILABLE. DISCLOSURE OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, THE LATEST EMPLOYERS QUARTERLY REPORT WITH CLASS CODES ADDED CAN BE USED IN LIEU OF A SEPARATE LISTING OF EMPLOYEE NAMES, SOCIAL SECURITY NUMBER AND CLASS CODE. ANY EMPLOYEES NOT ON THE EMPLOYERS QUARTERLY REPORT SHOULD BE SHOWN SEPARATELY.

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?		<input checked="" type="checkbox"/>	16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?		<input checked="" type="checkbox"/>
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)		<input checked="" type="checkbox"/>	17. ANY OTHER INSURANCE WITH THIS INSURER?		<input checked="" type="checkbox"/>
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?		<input checked="" type="checkbox"/>	18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED (Last 3 years)?		<input checked="" type="checkbox"/>
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?		<input checked="" type="checkbox"/>	19. ARE EMPLOYEE HEALTH PLANS PROVIDED?		<input checked="" type="checkbox"/>
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?		<input checked="" type="checkbox"/>	20. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS / SUBSIDIARY?		<input checked="" type="checkbox"/>
6. ARE SUB-CONTRACTORS AND/OR INDEPENDENT CONTRACTORS USED?		<input checked="" type="checkbox"/>	21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		<input checked="" type="checkbox"/>
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INS.?		<input checked="" type="checkbox"/>	22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME?		<input checked="" type="checkbox"/>
8. IS A FORMAL SAFETY PROGRAM IN OPERATION?		<input checked="" type="checkbox"/>	23. WHAT ARE YOUR ESTIMATED ANNUAL REVENUES? \$		
9. ANY GROUP TRANSPORTATION PROVIDED?		<input checked="" type="checkbox"/>	24. IS THERE ANY CURRENT OR ANTICIPATED DEBT FOR UNPAID PREMIUMS OWED TO ANY PREVIOUS WORKERS' COMPENSATION PROVIDER?		
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?		<input checked="" type="checkbox"/>	CONTACT INFORMATION		
11. ANY PART TIME OR SEASONAL EMPLOYEES?		<input checked="" type="checkbox"/>	IN-SPECTION	PHONE: 904.436.6270 Ext.: 4631	
12. IS THERE ANY VOLUNTEER OR DONATED LABOR?	<input checked="" type="checkbox"/>		NAME: Carol Brown		
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?		<input checked="" type="checkbox"/>	ACCTNG RECORD	PHONE: 904.436.6270 Ext.: 4631	
14. DO EMPLOYEES TRAVEL OUT OF STATE?		<input checked="" type="checkbox"/>	NAME: Carol Brown		
15. ARE ATHLETIC TEAMS SPONSORED?		<input checked="" type="checkbox"/>	CLAIMS INFO	PHONE: 904.436.6270 Ext.: 4631	
			NAME: Carol Brown		

REMARKS

THE FILING OF AN APPLICATION CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION PROVIDED WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS' COMPENSATION COVERAGE IS A FELONY OF THE THIRD DEGREE, PUNISHABLE AS PROVIDED IN S. 775.082, S. 775.083, OR S. 775.084.

I UNDERSTAND THAT AS THE EMPLOYER, I MUST UPDATE THE APPLICATION MONTHLY TO REFLECT ANY CHANGE IN THE REQUIRED APPLICATION INFORMATION; (THE FLORIDA WORKERS COMPENSATION CHANGE SHEET WILL BE USED FOR THIS PURPOSE.)

IF I FILE AN APPLICATION OR APPLICATION UPDATE CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS COMPENSATION COVERAGE IT IS A FELONY OF THE THIRD DEGREE OR AS OTHERWISE PUNISHABLE AS PROVIDED UNDER THE LAW.

I SHALL SUBMIT TO THE CARRIER, A COPY OF THE EMPLOYERS QUARTERLY REPORT AND SELF-AUDITS SUPPORTED BY THE EMPLOYERS QUARTERLY REPORT, AS REQUIRED BY CHAPTER 443, AT THE END OF EACH QUARTER. IF I OMIT THE NAME OF AN EMPLOYEE FROM THIS EMPLOYERS QUARTERLY REPORT, FLORIDA STATUTES STATE THAT I WILL REMAIN LIABLE AND WILL REIMBURSE THE CARRIER FOR ANY WORKERS COMPENSATION BENEFITS PAID TO THIS OMITTED EMPLOYEE;

I AGREE TO MAKE AVAILABLE, ALL RECORDS NECESSARY FOR THE PAYROLL VERIFICATION AUDIT AND PERMIT THE AUDITOR TO MAKE A PHYSICAL INSPECTION OF OUR OPERATIONS. I UNDERSTAND FAILURE TO DO THIS SHALL RESULT IN A \$500 PAYMENT TO THE CARRIER TO DEFRAY THE COST OF THE AUDITS;

THAT, IN ACCORDANCE WITH FLORIDA STATUTES 440.381(6), IF I (WE) UNDERSTATE OR CONCEAL PAYROLL, OR MISREPRESENT OR CONCEAL EMPLOYEE DUTIES SO AS TO AVOID PROPER CLASSIFICATION FOR PREMIUM CALCULATIONS, OR MISREPRESENT OR CONCEAL INFORMATION PERTINENT TO THE COMPUTATION AND APPLICATION OF AN EXPERIENCE RATING MODIFICATION FACTOR, I (WE) SHALL PAY A PENALTY OF TEN (10) TIMES THE AMOUNT OF THE DIFFERENCE IN PREMIUM PAID AND THE AMOUNT I (WE) SHOULD HAVE PAID, AND REASONABLE ATTORNEY'S FEES.

FORMER NAMES AND OWNERS

FOR THE LAST 5 YEARS, LIST THE CURRENT BUSINESS NAME AND ANY FORMER NAMES OR PREDECESSOR COMPANIES FOR ALL COMPANIES TO BE COVERED BY THE POLICY. INCLUDE THE FEIN FOR EACH COMPANY.

FOR EACH COVERED COMPANY, LIST ANY CURRENT OWNER WHO HAS MORE THAN 5% OWNERSHIP INTEREST. FOR EACH COVERED COMPANY OR PREDECESSOR COMPANY, LIST ANY OWNER WHO HAD MORE THAN 5% OWNERSHIP INTEREST IN THE LAST 5 YEARS.

OWNERSHIP / COMBINABILITY

DOES THIS BUSINESS OR ANY OF THE OWNERS OF THIS BUSINESS, EITHER INDIVIDUALLY OR IN COMBINATION WITH OTHER OWNERS OF THIS BUSINESS, OWN MORE THAN 50% OF ANY OTHER BUSINESS, WHICH OPERATED AT ANY TIME DURING THE FIVE YEARS PRIOR TO THIS APPLICATION?

YES NO

OR, DOES THIS BUSINESS OWN A MAJORITY INTEREST IN ANOTHER ENTITY, WHICH IN TURN OWNS A MAJORITY INTEREST IN ANY ENTITY THAT OPERATED AT ANY TIME IN THE FIVE YEARS PRIOR TO THIS APPLICATION?

YES NO

IF THE ANSWER TO EITHER OF THE ABOVE QUESTIONS IS YES, COMPLETE THE FOLLOWING SUPPLEMENTAL OWNERSHIP / COMBINABILITY QUESTIONS:

1. IDENTIFY BY NAME, ADDRESS, AND FEIN EACH BUSINESS WHICH IS RELATED BY COMMON OWNERSHIP TO THE APPLICANT BUSINESS.
2. SET FORTH THE DATES EACH BUSINESS WAS IN OPERATION, THE INSURANCE COMPANY THAT PROVIDED WORKERS' COMPENSATION INSURANCE, THE POLICY NUMBER AND THE EXPERIENCE MODIFICATION FACTOR APPLIED TO EACH SUCH POLICY.
3. IF THE POLICY WAS WRITTEN WITHOUT AN EXPERIENCE MODIFICATION FACTOR, PLEASE STATE.

THE APPLICANT HEREBY AUTHORIZES AND REQUESTS EACH RATING ORGANIZATION WITH EXPERIENCE RATING INFORMATION RELATED TO THE APPLICANT AND THE BUSINESS SET FORTH ABOVE TO RELEASE SUCH INFORMATION TO THE INSURER, FWCJUA, OR OTHER RATING ORGANIZATION SO THAT THE CORRECT EXPERIENCE MODIFICATION FACTOR CAN BE DETERMINED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND PERSONALLY SWEAR THAT THE INFORMATION CONTAINED IN THE APPLICATION IS ACCURATE. THAT I, AS AN OWNER / OFFICER, AM FULLY AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AND TO BIND THE APPLICATION.

AS AGENT / PRODUCER I HEREBY ATTEST THAT I HAVE GIVEN THE APPLICANT/SIGNATORY THE OPPORTUNITY TO READ THE APPLICATION AND I HAVE EXPLAINED ANY AND ALL QUESTIONS REGARDING THE APPLICATION. I ALSO ATTEST THAT I HAVE EXPLAINED TO THE EMPLOYER OR OFFICER THE CLASSIFICATION CODES THAT ARE USED FOR PREMIUM CALCULATIONS PURSUANT TO SECTION 440.381 (2), FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

OWNER / OFFICER SIGNATURE

DATE

PRODUCER'S SIGNATURE

DATE

10/26/2022

PRINT NAME

Tab 18

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 **September 13, 2022, at 6:30 p.m.** at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

Present and constituting a quorum:

Chris DelBene	Board Supervisor, 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
Milo Williams	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.

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**

Representatives from St. Johns Middle School Athletic Association requested field use for their soccer program. Mr. Jeffreys of 1893 South Cappero Drive presented the Board with sod replacement proposals for the easement of his property that was impacted by the pond bank repair project. (Exhibit A)

51 **THIRD ORDER OF BUSINESS**

51 **Staff Reports**

52
53 **A. District Counsel**

54 No report and available to take questions from the Board.

55
56 **B. District Engineer**

57 No report or additional update outside of the pond bank repair.

58
59 **1.) Update on Pond Bank Project Status**

60
61 Board moved to Agenda item 4A and the above update on Pond Bank Project Status
62 became part of this item.

63
64 **FOURTH ORDER OF BUSINESS**

64 **Consideration of JMT
65 Invoices, Deficiency Report
66 and Pond Bank Repair
67 Proposal(s)**

68
69 **1.) KE Law Letter to JMT Regarding Disputed Charges**

70
71 Ms. Kilinski presented the Board with a draft letter to JMT's Counsel identifying disputed
72 charges on invoices 5-191797 and 2-196087. The board approved letter, amending it to
73 dispute the charges on invoice 5-191797 reducing it from \$20,095.00 to \$12,395.00.

74
75 Mr. DelBene asked Ms. Kilinski if the District can reduce payments to JMT for the
76 additional District Counsel legal fees. Ms. Kilinski stated the District can explore
77 requesting a discount or reimbursement on future invoices. Discussion ensued.

78
On a motion by Mr. DelBene, seconded by Mr. Wing, with all unanimously in favor, the
Board approved payment of the undisputed JMT invoice 2-196087, for Turnbull Creek
Community Development District.

79
80 **2.) JMT Deficiency Report, dated August 12, 2022**

81
82 JMT Deficiency Report was reviewed by the Board. Ms. Brown informed the Board that
83 she, Ms. Kilinski, Mr. Colins and Mr. Nieves, with Boudreaux's Pro Grade, have had
84 several phone conferences to discuss the Deficiency Report and next steps to finish the
85 pond bank repair. Mr. Vencil participated in the first phone conference. She also stated
86 that Mr. Nieves would be revisiting the District by the end of this week and putting together
87 a plan to address these deficiency items, however, would need to present a proposal for
88 deficiencies identified outside of the contractor's scope of the agreement. Discussion
89 ensued.

90
91 Mr. DelBene asked what the contractor plans were for the dead sod in the easement of
92 1893 South Cappero Dr. He also asked how the contractor is in compliance with the
93 agreement. Ms. Kilinski stated that the contractor is not in compliance with their
94 agreement, however, the contractor did agree to fix the gullies and the dead sod. The
95 contractor is asking what the District is doing to have the homeowners remediate their
96 properties that the contractor alleges are causing pond bank issues. Board continued
97 discussions on how to get the contractor to complete the pond bank repair. Ms. Kilinski

98 advised the Board they could hold the contractor accountable by adding a 10 Day legal
99 recourse with a liquated damages clause. Discussion ensued.

100
101 Board was presented with an irrigation invoice, in the amount of \$285.00, from the owner
102 of 1880 South Cappero Drive. Staff confirmed the irrigation line was in the easement of
103 the homeowner's property and damaged during the pond bank repair.
104

On a motion by Mr. DelBene, seconded by Mr. Vencil, with all unanimously in favor, the Board approved to reimburse the owner of 1880 South Cappero Drive for the irrigation repair, in the amount of \$285.00, with reimbursement amount to be deducted from Boudreaux Pro Grade's final payment, for Turnbull Creek Community Development District.

105
106 **3.) JMT Recommended Repairs to Homeowners**

107
108 Board discussed what options the District has for the homeowner's property's impacting
109 CDD property. Ms. Kilinski reviewed the District's ability to access easements in order to
110 maintain the pond banks. JMT is recommending several homeowners to install infiltration
111 systems, French drains or other options to prevent the downflow impact. Discussions
112 ensued.
113

On a motion by Mr. DelBene, seconded by Mr. Wing, with all unanimously in favor, the Board approved staff to draft an addendum to the Boudreaux Pro Grade's Agreement, in which a Final Completion date set for October 13, 2022, and if Boudreaux Pro Grade fails to complete the project by this date, Boudreaux Prograde will pay the District \$1,000.00 per day for liquidated damages, for Turnbull Creek Community Development District.

114
115 Board directed Staff to obtain pond bank repair proposals to tear out entire pond bank
116 project and start fresh.
117

118 **4.) Sod Replacement Proposal**

119
120 Board discussed the sod replacement proposals for 1889 & 1893 South Cappero Drive,
121 found under Tab 3 and Exhibit A.
122

On a motion by Mr. Wing, seconded by Mr. DelBene, with Ms. Jordan-Baldwin in favor and Mr. Vencil opposed, in the event Bourdreaux Pro Grade fails to replace sod prior to October 15, 2022, the Board approved the Grassy Gator sod replacement proposal, in the amount of \$3,150.00, and if they don't hold their price it goes to Trimac Outdoor, for Turnbull Creek Community Development District.

123
124 Board reviewed Pond Bank 7 sod replacement proposals found under Tab 3 and Exhibit B.
125

On a motion by Mr. DelBene, seconded by Mr. Wing, with all unanimously in favor, the Board approved the Trimac Outdoor proposal, in the amount of \$1,785.00, for Turnbull Creek Community Development District.

130

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board ratified the Universal Engineering Sciences Proposal, in the amount of \$2,200.00, for Turnbull Creek Community Development District.

131

SIXTH ORDER OF BUSINESS

**Consideration of Easement
Variance Policy and
Application**

132

133

134

135

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154

Board reviewed the Easement Variance Policy Application. Ms. Brown did remind the Board that should they approve this policy, the District would need to hold a Public Hearing for levying fees. Ms. Kilinski suggested the Board could adopt an interim fee and later hold a Public Hearing. This would allow the Board time to decide the fees and what way they want to go. She then went on to remind the Board of the purpose of this policy and provides a means for the District to work with homeowners who want to install solutions to the drainage issues. The application would allow the District Engineer to review applications and how it would impact the pond bank and erosion issues, and District Engineer would provide a final inspection to confirm the installation was done per the application. Ms. DelBene asked for the policy to include verbiage that this is the cost of the District Engineering Services and estimated costs can be provided. Mr. Wing requested a recording fee to be included in the fees and for future applications, outside of the current pond bank repair applications, come before the Board also for approval. Mr. Vencil requested acknowledgement that the homeowner can provide proof of significant burden to modify property, or all other options have been exhausted. Mr. DelBene directed Staff to amend the policy and application to include the acknowledgment, legal fees, district engineer fees, filing fees and next 30 days can be reviewed and approved without the Board's approval.

On a motion by Mr. DelBene, seconded by Mr. Vencil, with all unanimously in favor, the Board approved the Easement Variance Policy and Application, as amended, for Turnbull Creek Community Development District.

155

Board excused Mr. Colins at 7:59 PM.

157

158

Board moved to Agenda Item 3C.

159

Staff Reports

160

C. Landscape Manager

161

162

Mr. Jones updated the Board on the wet conditions of the sod, recent fertilizing applications, pruning of grasses and that they are working with the soccer leagues have adjusted their mowing schedules. Board addressed the vendor's reporting tools and Trimac will be reviewing their system.

163

164

165

166

167

Mr. Labanowski brought to Staff's attention of a hole that needs immediate repair.

168

169

170

Mr. Schieszer informed the Board that red flags have been placed to identify irrigation issues throughout the District.

171

172

173 Board moved to Agenda Item 4D.

174

175 **SEVENTH ORDER OF BUSINESS**

**Consideration of Landscape
Proposal(s)**

176

177

178 **1.) Trimac Outdoor Mail Kiosk Proposal**

179

On a motion by Mr. Labanowski, seconded by Mr. DelBene, with all unanimously in favor, the Board approved the Trimac Outdoor Mail Kiosk Proposal, in the amount of \$1,796.00, for Turnbull Creek Community Development District.

180

181 Board directed Staff to grade away from the homes.

182

183 **2.) Baseball Field Proposal(s)**

184

On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with Mr. DelBene in favor and Mr. Labanowski and Mr. Wing opposed, the motion passed, and the Board approved the Trimac Outdoor Baseball Field Proposal, in the amount of \$14,426.00, with authorizing Mr. Labanowski to monitor project, for Turnbull Creek Community Development District.

185

186 **3.) Trimac Outdoor Valve Location and Diagnosis Proposal**

187

On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board approved the Trimac Outdoor Valve Location and Diagnosis Proposal, with a not-to-exceed amount of \$3,000.00, for Turnbull Creek Community Development District.

188

189 Board excused Trimac Outdoor Staff at 8:26 PM.

190

191 Board moved to Agenda Item 3D.

192

193

Staff Reports

194

195

D. Amenity and Field Operation Managers

196

1.) Amenity and Field Operation Manager's Report, dated September 2022

197

198

199

Mr. Schieszer presented the report, found under Tab 2 and answered questions from the Board.

200

201

2.) Discussion of Parking Lot Expansion and Review of PSA Proposal

202

203

Board directed Staff to obtain updated parking lot expansion proposals. Parking lot to hold 40 spaces, with laid crushed stone and fence posts.

204

205

206

Ms. Brown informed the Board that the District Engineer would need to review and provide assistance to the District with obtaining the necessary permits and reviewing location.

207

208

209

210

E. District Manager

211

212
213 Ms. Brown presented and reviewed the District Manager's Report.
214 (Exhibit B)
215
216 The Board informed Staff that Lifestyles is the new HOA management
217 company within the District.
218

219 Board moved to Agenda Item 4N.
220

221 **EIGHTH ORDER OF BUSINESS**

**Consideration of SJMSAA Use
of Soccer Facilities**

222
223
On a motion by Mr. Vencil, seconded by Mr. DelBene, with Ms. Jordan-Baldwin in favor and Mr. Labanowski and Mr. Wing opposed, the motion passed and the Board approved SJMSAA Use of Soccer Facilities, with revenue of \$15.00 per player to District, for Turnbull Creek Community Development District.

224
225 Board moved to Agenda Item 4E.
226

227 **NINETH ORDER OF BUSINESS**

**Consideration of Resolution
2022-17, Designating Date,
Time and Location of Regular
Fiscal Year 2022-2023 Meetings**

228
229
230
231
On a motion by Mr. Wing, seconded by Mr. DelBene, with Ms. Jordan-Baldwin and Mr. Labanowski in favor and Mr. Vencil opposed, the motion passed and the Board adopted Resolution 2022-17, Designating Date, Time and Location of Regular Fiscal Year 2022-2023 Meetings, for Turnbull Creek Community Development District.

232
233 **TENTH ORDER OF BUSINESS**

**Consideration of Fiscal Year
2022-2023 District Insurance
Renewal Policy**

234
235
236
On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board ratified the approval of the Fiscal Year 2022-2023 District Insurance Renewal Policy, in the annual amount of \$26,088.00, for Turnbull Creek Community Development District.

237
238 Board directed Staff to obtain additional information on the policy's definition of named and
239 non-named storms and to clarify what deductible amount is applied.
240

241 **ELEVENTH ORDER OF BUSINESS**

**Ratification of GMS Website
Agreement**

242
243
On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board ratified the approval of the GMS Website Agreement, in the annual amount of \$1200.00, for Turnbull Creek Community Development District.

244
245 **TWELFTH ORDER OF BUSINESS**

**Consideration of Amendment
to RMS Renewal Agreement**

246

247
248 Board directed Staff to explore outside vendors for Lifeguard Services in the upcoming
249 months.
250

On a motion by Mr. DelBene, seconded by Mr. Vencil, with all unanimously in favor, the Board approved the Amendment to RMS Renewal Agreement, in the annual amount of \$305,178.00, for Turnbull Creek Community Development District.

251
252 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Poolsure**
253 **Renewal Agreement**
254

On a motion by Mr. DelBene, seconded by Mr. Wing, with all unanimously in favor, the Board approved the Poolsure Renewal Agreement, in the annual amount of \$19,076.16, for Turnbull Creek Community Development District.

255
256 **SIXTEENTH ORDER OF BUSINESS** **Consideration of**
257 **Preventative Maintenance**
258 **Fitness Equipment Proposal(s)**
259

On a motion by Mr. DelBene, seconded by Mr. Labanowski, and Ms. Jordan-Baldwin and Mr. Wing in favor and Mr. Vencil opposed, motion passed, and the Board approved the Fitness Pro Quarterly Agreement, in the annual amount of \$848.00, for Turnbull Creek Community Development District.

260
261 **SEVENTEENTH ORDER OF BUSINESS** **Consideration of Janitorial**
262 **Proposal(s)**
263

On a motion by Mr. DelBene, seconded by Mr. Vencil, with all unanimously in favor, the Board approved the Jani-King proposal, as amended, with a not-to-exceed annual amount of \$9,644.00, should vendor not agree to this amendment, the Board then approved the SCSJ proposal, for Turnbull Creek Community Development District.

264
265 **EIGHTTEENTH ORDER OF BUSINESS** **Consideration of Door**
266 **Replacement Proposal(s)**
267

On a motion by Mr. DelBene, seconded by Mr. Labanowski, with all unanimously in favor, the Board approved the Right Angle Home Innovations proposal, in the amount of \$8,850.00, for Turnbull Creek Community Development District.

268
269 **NINETEENTH ORDER OF BUSINESS** **Ratification of Ancient City**
270 **Soccer Club Agreement**
271

On a motion by Mr. DelBene, seconded by Mr. Wing, with all unanimously in favor, the Board ratified the approval of the Ancient City Soccer Club Agreement, for Turnbull Creek Community Development District.

272
273 Board moved to Agenda Item 5A.
274

275 **TWENTIETH ORDER OF BUSINESS** **Approval of Consent Agenda**

276
277 **1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held**
278 **August 9, 2022**

279
280 **2.) Ratification of the Operation and Maintenance Expenditures for May 2022, June**
281 **2022 & July 2022**

282

On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held, August 9, 2022 and Ratified the Operation and Maintenance Expenditures for May 2022, June 2022 & July 2022, for Turnbull Creek Community Development District.

283
284 **TWENTY FIRST ORDER OF BUSINESS** **Audience Comments and**
285 **Supervisor Requests**

286
287 **Supervisor Requests:**

288 Mr. Wing requested Rizzetta & Company provide Board Supervisors with W2's. Ms.
289 Kilinski informed the Board that she has seen District Management companies provide
290 either 1099's or W2's and that this is a gray area. Ms. Brown recommended that should
291 Rizzetta & Company change practices it would be strongly recommended for the District to
292 have a Workman's Comprehensive policy in place.

293
294 Board directed Staff to provide W2's for future supervisor's pay.

295
296 **Audience Comments:**

297
298 No audience comments.

299
300 Board moved to Agenda item 40

301
302
303 Audience members were excused from the meeting for Board to discuss security
304 proposals.

305
306 **TWENTY SECOND ORDER OF BUSINESS** **Consideration of Security**
307 **Camera Proposal(s)**

308

On a motion by Mr. DelBene, seconded by Mr. Wing, with all unanimously in favor, the Board approved the Vector Security proposal, with access control, in the amount of \$4,435.00 with monthly monitoring fee of \$24.95 and CCTV, in the amount of \$10,214.00 with monthly monitoring fee of \$29.95, for Turnbull Creek Community Development District.

309
310 **TWENTY THIRD ORDER OF BUSINESS** **Adjournment**

311

On a motion by Mr. Wing, seconded by Mr. DelBene, with all unanimously in favor, the Board adjourned the Board of Supervisors' Meeting at 10:28 PM, for Turnbull Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A

Paul Jefferys – 8078099
1893 S Cappero Dr - Sod Install
1893 S Cappero Dr St Aug, FL 32092

Est ID: EST3450908
Date: Sep-13-2022

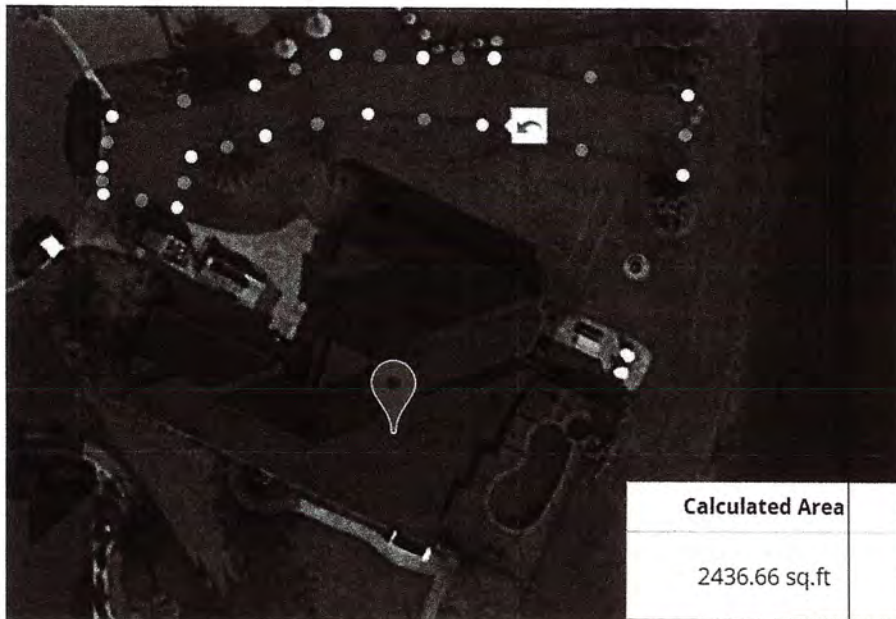
Thank you for allowing The Grounds Guys of St. Johns FL the opportunity to design and/or quote your landscape project. We look forward to working with you to create an outdoor environment that will provide you a lifetime of enjoyment in the comfort of your own home and newly created surroundings.

Sod Install **\$5,416.96**

This estimate has been prepared to complete a landscape project at 1893 South Cappero Drive. The project includes:

- Removing approximately 2,437 sqft of damaged sod, to include labor for transfer and proper disposal
- Grading and leveling the 2,437 sqft area to ensure level with existing lawn and proper drainage
- We will install 6 pallets of St Augustine Floratam to cover approximately 2,437 sqft
- Installation will be guarantee for 30 days, proper irrigation instructions must be followed
- Will clean the work site and immediate area
- The irrigation system will be tested for functionality and efficiency
- Any ruptures to the irrigation lines or irrigation heads will be repaired by The Grounds Guys of St. Johns FL

Subtotal	\$5,416.96
Taxes	\$0.00
Estimate Total	\$5,416.96



SOD REPAIR
1893 Sth Cappero Dr, St Augustine, FL 32092

Christopher Rice, INC.
(904) 487-7680

Website link: Jacksonvillelandscaping.net

- * Cutting out all applicable lawn down to soil & hauling it away.
- * Installing top soil 1 - dump truck load. To correct grading issues.
- * Installing St. Augustine sod full sun floritan. Staggard set, & perfectly matched to the existing surroundings (lawn, driveway & street)

Labor \$4,000.00
Sod \$1,800.00
Soil \$600.00
Equipment \$1,100.00
Debris \$600.00
Delivery \$160.00
Total: \$8,260.00

Greenway Lawn and Landscape
4930 Spring Park Rd
Jacksonville, FL 32207 US
jdgreenwaylawns@gmail.com



Estimate

ADDRESS

Turnbull Creek
101 W Positano
St. Augustine, Florida 32092

ESTIMATE # 6229
DATE 09/13/2022

ACTIVITY	QTY	RATE	AMOUNT
Landscape 2	1	4,600.00	4,600.00
Pond 11 Sod replacement between residents 1889-1893 South Cappero Remove existing declining turf Remove all debris generated Install 2-18 yard loads of dirt to level area correctly Install approximately 3,200 SQFT of St Augustine Floratam sod Make sure sod is installed level to match existing turf Not responsible for existing irrigation system			
TOTAL			\$4,600.00

Accepted By

Accepted Date

Exhibit B

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 1082

DATE 08/24/2022

ESTIMATOR

Todd Murphy

ACTIVITY	QTY	RATE	AMOUNT
Pond 7: Repair wash outs and grade areas			
EN - Todd Murphy Install 3 cy Fill dirt	3	95.00	285.00
EN - Todd Murphy Install 3 pallets Bahia Sod	3	450.00	1,350.00
EN - Todd Murphy Dispatch and Delivery of materials	1	150.00	150.00

S Trapanie

TOTAL

\$1,785.00

Accepted By

Accepted Date

Greenway Lawn and Landscape
4930 Spring Park Rd
Jacksonville, FL 32207 US
jdgreenwaylawns@gmail.com



Estimate

ADDRESS

Turnbull Creek
101 W Positano
St. Augustine, Florida 32092

ESTIMATE # 6228

DATE 09/13/2022

ACTIVITY	QTY	RATE	AMOUNT
Landscape 2 Small pond #7 Trapani 3935 Area behind residence along edge of fence line both sides of yard Remove existing declining turf in washed out locations Install 7 yards of hard pan fill dirt Install 4 pallets of Bahia sod	1	1,800.00	1,800.00
TOTAL			\$1,800.00

Accepted By

Accepted Date

Exhibit C

Greenway Lawn and Landscape
4930 Spring Park Rd
Jacksonville, FL 32207 US
jdgreenwaylawns@gmail.com



Estimate

ADDRESS

Turnbull Creek
101 W Positano
St. Augustine, Florida 32092

ESTIMATE # 6227
DATE 09/13/2022

ACTIVITY	QTY	RATE	AMOUNT
Landscape 2 Remove existing declining turf approximately 5,625 SQFT Install red baseball clay to cover baseball field a depth of 3"	1	30,456.00	30,456.00
TOTAL			\$30,456.00

Accepted By

Accepted Date

Exhibit D



UPCOMING DATES TO REMEMBER

- **Next Meeting:** November 8, 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)
- **Series 2015A Bond Maturity Date:** May 1, 2035
- **Series 2015B Bond Maturity Date:** May 1, 2045
- **Series 2016 Bond Maturity Date:** May 1, 2037

September 13

District
Manager's
Report

2022

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FINANCIAL SUMMARY

07/31/22

General Fund Cash & Investment Balance:

\$544,999

Reserve Fund Cash & Investment Balance:

\$472,519

Total Fund Balance YTD Actual:

\$1,017,518

Total Expenditure YTD Variance:

**\$42,478
Under Budget**

*****Line Items with Significant YTD Variance Over Budget:**

District Engineer (\$5,039); District Counsel (\$6,534);
Repair & Maintenance (7,010) & Pool Maintenance (\$10,322)

District is in the process of receiving updated receipts to prepare an invoice to the HOA for reimbursement for Special Events.



Updates:

FY 22/23 Adopted Budget and Assessment Chart has been mailed to the County and posted on the District Website.

On September 9, 2022 met with on-site staff to review Agenda items and District matters.

Have had several conference calls with the District Engineer, District Counsel, Boudreaux's Pro Grade regarding the pond bank repair project.

Have requested pond bank repair proposals from 7 vendors. As of today, the District has had one vendor express interest in providing a proposal.

Requested staff to review the District's Waste Management invoice to confirm services being received. Staff identified additional billing for recycling bins, not in use on District property. Staff has advised that Waste Management will be removing this from future invoices and is crediting the District \$650 from additional charges over the past 10 months.

Staff is in the process of obtaining waste proposals from Waste Management, Republic Services and Waste Pro.

Meskel & Associates Engineering has submitted an invoice in the amount of \$831.25 to the District. District Counsel had contacted them to explore possibly providing service to the District, however, never authorized or instructed them to perform any work. District Counsel has advised not to pay invoice.

The District has received a request from Joe Sexsion of 1880 South Cappero Drive for reimbursement of irrigation repair in the amount of \$285.00.

Tab 19

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

Operations and Maintenance Expenditures August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$60,634.90**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Bob's Backflow & Plumbing Services, Inc.	100001	84465	Backflow Test 07/22	\$ 90.00
Bob's Backflow & Plumbing Services, Inc.	100019	84841	Check & Rebuild Relief Valve 08/22	\$ 587.00
Bob's Backflow & Plumbing Services, Inc.	100012	84950	Backflow Test & Certification 08/22	\$ 45.00
Bouncers, Slides and More, Inc.	100002	80122022.03	Movie, Rockwall, Slide, & Generator 08/22	\$ 2,000.00
Brian Wing	100003	BW061422	BOS 06/14/22	\$ 200.00
Brian Wing	100003	BW080922	BOS 08/09/22	\$ 200.00
Charles Labanowski	100004	CL061422	BOS 06/14/22	\$ 200.00
Charles Labanowski	100004	CL080922	BOS 08/09/22	\$ 200.00
Diana Jordan-Burks	100005	DJB061422	BOS 06/14/22	\$ 200.00
Diana Jordan-Burks	100005	DJB080922	BOS 08/09/22	\$ 200.00
Federal Express	100013	9-631-26969	Postage & Delivery 08/22	\$ 9.78
Florida Power & Light Company	ACH	Electric Summary 08/22	Electric Services 08/22	\$ 6,683.82

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Future Horizons, Inc.	100020	74259	Aquatic Weed Control Services 07/22	\$ 1,175.00
Jeremy Vencil	100006	JV061422	BOS 06/14/22	\$ 200.00
Jeremy Vencil	100006	JV080922	BOS 08/09/22	\$ 200.00
Johnson Mirmiran & Thompson, Inc.	100007	3-184235	Engineering Services 10/21	\$ 437.50
KE Law Group, LLC	100021	3600	Legal Services 08/22	\$ 2,479.00
Neighborhood Publications, Inc	100008	MURA5880	Premium Website 05/22	\$ 45.00
Neighborhood Publications, Inc	100014	MURA5882	Premium Website 07/22	\$ 45.00
Neighborhood Publications, Inc	100022	MURA5883	Website Management 08/22	\$ 45.00
Poolsure	100009	1.31296E+11	Water Management Services 08/22	\$ 1,616.44
Poolsure	100018	1.31296E+11	Cast Iron Gasket, Seal, Sleeve & Labor 07/22	\$ 1,680.85
Poolsure	100018	1.31296E+11	Cast Iron Bracket 08/22	\$ 795.00
Poolsure	100018	1.31296E+11	Phase Motor and Impeller 08/22	\$ 6,405.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

August 1, 2022 Through August 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	100023	90	Janitorial Services 8/22	\$ 755.33
Riverside Management Services, Inc	100023	91	Pool Maintenance Services 08/22	\$ 1,193.08
Rizzetta & Company, Inc.	100000	INV0000070182	Administrative Services 08/22	\$ 3,683.33
St Johns Utility Department	100015	515577-114371 07/22	Water Services 07/22	\$ 917.92
St Johns Utility Department	100015	532445-124405 07/22	Water Services 07/22	\$ 49.75
St Johns Utility Department	ACH	532445-124405 08/22	168 Toscana LN 08/22	\$ 159.71
St Johns Utility Department	ACH	532445-124406 05/22	4106 Messina Dr. 05/22	\$ 34.94
St Johns Utility Department	ACH	532445-124406 06/22	4106 Messina Dr. 06/22	\$ 35.88
St Johns Utility Department	ACH	532445-124406 07/22	4106 Messina Dr. 07/22	\$ 176.70
St Johns Utility Department	ACH	532445-124596 05/22	123 E Franchetta LN 05/22	\$ 77.63
St Johns Utility Department	ACH	532445-124596 06/22	123 E Franchetta LN 06/22	\$ 83.88
St Johns Utility Department	ACH	532445-124596 07/22	123 E Franchetta LN 07/22	\$ 207.79

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Trimac Outdoor	100016	14654	Landscape Maintenance 08/22	\$ 23,454.00
Turner Pest Control, LLC	100024	18094120	Pest Control Services 06/22	\$ 121.28
Turner Pest Control, LLC	100024	18094690	Pest Control Services 06/22	\$ 82.69
Turner Pest Control, LLC	100024	18207012	Pest Control Services 07/22	\$ 121.28
Turner Pest Control, LLC	100010	18207605	Pest Control Services 07/22	\$ 82.69
Turner Pest Control, LLC	100024	19058789	Pest Control Services 08/22	\$ 121.28
Turner Pest Control, LLC	100017	19059351	Pest Control Services 08/22	\$ 82.69
Universal Engineering Sciences, Inc	100011	614624	Engineering Services 06/22	\$ 2,200.00
Waste Management Inc. of Florida	ACH	2-72857-32373 08/22	Waste Services 08/22	\$ 1,054.16
Weather Engineers, Inc.	100025	C32352	HVAC Inspection 08/22	<u>\$ 199.50</u>
Report Total				<u>\$ 60,634.90</u>