



Rizzetta & Company

Turnbull Creek Community Development District

Board of Supervisors' Meeting May 9, 2023

**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
www.turnbullcreekcdd.com

District Board of Supervisors	Brian Wing	Chairman
	Jeremy Vencil	Vice Chairman
	Chris Delbene	Assistant Secretary
	Diana Jordan-Baldwin	Assistant Secretary
	Gianna Krol	Assistant Secretary
District Manager	Carol Brown	Rizzetta & Company
District Counsel	Jennifer Kilinski	Kilinski/Van Wyk
District Engineer	Mike Yuro	Yuro & Associates

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion, on Agenda Items Only, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, on General Items, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

May 2, 2023

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District will be held on May 9, 2023, at 6:30 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

1. CALL TO ORDER / ROLL CALL

2. BUSINESS ITEMS – Part A

A. Consideration of Security Proposal(s)* - *(Under Separate Cover)*

3. AUDIENCE COMMENTS ON AGENDA ITEMS

4. STAFF REPORTS - Part A

A. District Engineer.....Tab 1

1.) Update on Pond Bank Repairs

B. Landscape Manager.....Tab 2

1.) Trimac Outdoor Response to Deficiency Letter

4. BUSINESS ITEMS – Part B

A. Consideration of Trimac Outdoor Pine Straw Proposal.....Tab 3

B. Consideration of Resolution 2023-05; Approving Proposed Fiscal Year 2023-2024 Budget & Setting Public Hearing.....Tab 4

C. Consideration of Payroll Processing Proposal(s)Tab 5

D. Ratification of Comcast Agreements.....Tab 6

E. Ratification of the Ancient City Soccer Addendum.....Tab 7

F. Ratification of the Vesta Property Services Soccer Addendum –
(Under Separate Cover)

G. Consideration of Vesta Property Services Amenity Athletics’
Program.....Tab 8

H. Consideration of Night Swimming

5. BUSINESS ADMINISTRATION

A. Approval of Consent Agenda:

1.) Consideration of Minutes of the Board of Supervisors’ Regular Meeting held March 14, 2023.....Tab 9

- 2.) Ratification of the Operation and Maintenance Expenditures for February 2023 & March 2023.....Tab 10
- 3.) Acceptance of Financial Statement (unaudited) for March 31, 2023.....Tab 11
- 6. STAFF REPORTS - Part B**
 - A. District Counsel
 - B. Amenity and Field Operation Managers.....Tab 12
 - 1.) Amenity and Field Operation Managers Report, dated May 9, 2023
 - 2.) Future Horizons End of Month Report, dated April 4, 2023
 - C. District Manager.....Tab 13
 - 1.) Presentation of the Voter Registration Count
- 7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 8. 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.*

If you cannot attend this meeting in person and want to call in, please dial 813-658-6025. The guest code is 276089.

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

Yours kindly,

Carol L. Brown

District Manager

Tab 1

Boudreaux's Pro Grade LLC

705 Hope Street

Ormond Beach, FL 32174

(386) 214-3672

License # DEM07011906



Turnbull Creek CDD Project

Dear Michael J. Yuro,

We have reviewed your letter and visited the site on 04/14/23 to view and document the current conditions. We are going to focus exclusively on the comments that do not pertain to the resident created issues as those are outside of our scope. There were certainly observations of erosion on the slopes but have been discussed already due to upland existing conditions. Furthermore, some of these issues we've discussed with the previous engineer and CDD along with surprisingly new ones for which the residents have caused for unknown reasons. See below for responses:

The following issues should, in my opinion, be addressed by the contractor asap:

1. Repair and/or re-sod all areas where the sod is not healthy, where there are gaps in the sod and where there is a lip at the tie-in to the existing grass. The limits where this condition exists include a significant portion of the top 10' of pond bank within the project limits. Failure to repair these areas may lead to additional erosion in the future (which I have already observed). A site inspection with the contractor & CDD representative will likely be necessary to accurately delineate the affected areas in the field.

BPG: BPG has observed some of these conditions and documented them below. BPG is not responsible for the sod maintenance after installation per our contract. The overwhelming majority of the sod is quite healthy and very green especially with all the recent rainfall, which you may have not been able to observe in your last visit. I'm not quite sure what you are referring to as a lip at the tie-in. If this is the areas directly under the fencing there is no way for us to grade underneath those areas without access to the other side of the fence, which is outside of the boundary of our work, and we furthermore tied it in as close as we could without damaging the delineating property lines, the boundaries, or near fence lines, and still retain the slopes as required.

Keep in mind some lots along our work area have their own varying grading issues with some lots just having pipes that drain directly into the pond amongst other creative solutions. We take these issues as existing conditions and cannot grade any areas outside of the work area. With our site visit on 04/17/23 these properties suffer from it with probable explanations:

- 187 E Positano Ave: The residences have created sudo "swales" which we have not noticed before and have created a small erosion issue that you are probably referring in part to. It looks like they dug in these swales that lead all around the lip and sides of their property. It's already failed as they did not stabilize it nor properly grade it which is eroding on to what we installed and has created some sort of ridge. We would recommend they be advised to correct this

- 2112 S Sorrento Hills Rd: The residents were in the middle of installing a pool in their rear yard directly adjacent to where we were working. We graded/sodded per our work areas as normal, but their areas surrounding the pool installation and where they now have a fence where no erosion control installed, and it was washing down the banks with the water hoses and most likely causing what you have observed in conjunction with installing their new fence sometime after we were finished. This would also explain the major gaps in the sod and erosion in this area. They sodded their yard sometime after we finished and certainly effected our sod in the gap areas that were previously

proper. We would recommend the resident repairing the gaps that their fencing contractor disturbed. We have multiple pictures/videos of this if you need as proof

- 1888 S Cappero Dr: We were asked to work around the trees on the ridge along with the irrigation by the ridge here so that is why there could be considered a lip at the tie. Also, the pool is a separate issue on how close it is to the actual property lines. The residents essentially had to remove their entire patio in this area, and we used those areas the best we could without affecting the dirt surrounding the pool needed for back pressure to get our slope, which is still a 4:1 or better. This was allowed by the previous engineer to save elements of their property as far as we understood

- 1883 S Cappero Dr: This has a tree planter right by the property line on the north side and going any further up for a tie in would have killed the roots so we tied in as best as we could given what we had to work with as existing conditions. We understand this could be considered a lip, but we did not put a tree there and this was a previously discussed point. This is also a spot that the ducks like to be around due to the shade provided by the trees

- The various Amalfi Court properties erosion issues add to anything that could be considered a lip as erosion issues are still abundant. It looks like yard drains have been placed in the corners by the property line fences, which is something new we have observed there, however, there is already evidence of water going around and under these yard drains and eroding the surrounding and creating caverns near them that end up extending to the work areas

2. Remove all silt fence and repair any damage caused by the removal.

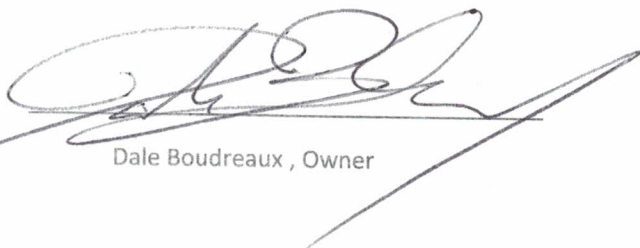
BPG: We can certainly remove all the silt fence. Any repairs to the sod in these areas would not be part of our responsibility as we only have a change order to install the silt fence per the original engineer's request

3. Provide final as-built drawings with multiple spot elevations along the slope, along with cross sections to confirm whether a consistent 4:1 slope exists post construction.

BPG: Surveying & As-builts are an exclusion to our contract. The previous engineer analyzed the as-builts previously performed by the CDD with the multiple spot elevations that you noted, and the areas that needed to be revised were further noted, which we obliged. He then conducted his final walk through and noted no further issues with the slope and documented them in his responses with photos/geographical data points where appropriate after our remediation work was completed in his report.

We look forward to a response from your office and have also provided a link to the site visit videos/photos. We do not believe there are any issues left that we are responsible to remedy to the best of our knowledge other than removing the remaining silt fence. Let me know if you have any questions or need additional documentation for review.

<https://photos.app.goo.gl/wQTL92a8BhQoFQ3Q9>



Dale Boudreaux, Owner

4/18/23
Date



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

To: Turnbull Creek CDD – Board of Supervisors

From: Michael J. Yuro, P.E.
CDD Engineer

RE: Response to Boudreaux's Pro Grade (BPG) email dated February 2, 2023

Date: March 27, 2023

I've had a chance to review the email from Dale Boudreaux in response to the engineers report that I completed regarding the completion of the Pond Bank Project (dated January 5, 2023) and offer the following comments:

- The contractor indicated that as-built drawings were not fully accurate due to being completed prior to the project being completely finished. I would recommend that "Final" As-Built be surveyed now that construction is complete to provide an actual "As-Built" condition. I would also recommend that in addition to spot elevations at the top of bank and toe of slope, that additional spot elevation be obtained anywhere the slope changes as I have observed several areas where there doesn't appear to be a consistent slope along the entire pond bank. Providing cross sections based on the as-built survey will help confirm if a consistent slope is present from the top of bank down to the water line.
- Regarding the lip at the top of slope and gaps in the sod, the contractor indicated that these areas will "self-correct". I don't agree with this opinion as I have met on-site to inspect the areas with a landscape company and they indicated that Bahia sod will NOT "fill in the gaps". Having gaps in the sod can lead to erosion as it creates channels for the water flow. In fact, during my inspection earlier today I observed several areas where the poor tie-in at the top of bank and/or gaps in the sod have already started causing erosion to the pond slope. I recommend all areas that have unhealthy sod, gaps in the sod, or a lip at the top of bank be re-graded and re-sodded properly to ensure no future erosion due to the lack of stabilization. This condition consists along a large portion of the project limits, mostly at the top +/- 10' of the pond slope.
- Regarding the silt fences still being in place, BPG indicated that these were left at the request of the previous CDD Engineer. Properly installed silt fence is trenched in under the soil, and removing the silt fence is likely to disturb the installation area and thus likely require sod repair. I would recommend the contractor remove the silt fences and repair any damage done due to the removal.
- According to PBG, the fence at 2112 S. Sorrento Hills Rd was installed by the homeowner after completion of the pond bank project. I would recommend the CDD contact the homeowner to address any issues caused by the fence installation.



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

March 27, 2023

Page 2 of 2

- At 1925 & 1929 Amalfi Court, BPG indicated that the washouts are being caused by erosion coming from the residents yards. While there are areas of poor sod restoration here, in my opinion, I do agree that the major washout areas appear to be starting in the resident yards. I would recommend the CDD contact the residents to address this issue prior to making any corrections to the sod restoration to avoid having to do additional restorations later.
- At 1851 S Capero, BPG indicated that this area is being impacted by the resident feeding ducks, and I've heard from the Board and staff that this was in fact occurring. In this area, I believe the CDD is going to need to work with the resident to address the wildlife problem before a permanent fix can be completed.

In summary, I believe the following areas appear to be mostly resident issues and not indicative of poor construction:

- Washouts at 1925 & 1929 Amalfi Court (although the contractor should be held responsible for the poor sod restoration in these areas separate from the actual washouts)
- Gutter downspout at 1869 S. Capero Drive
- Pond bank at 1851 S Capero Drive where wildlife is disturbing the bank

The following issues should, in my opinion, be addressed by the contractor asap:

1. Repair and/or re-sod all areas where the sod is not healthy, where there are gaps in the sod and where there is a lip at the tie-in to the existing grass. The limits where this condition exists include a significant portion of the top 10' of pond bank within the project limits. Failure to repair these areas may lead to additional erosion in the future (which I have already observed). A site inspection with the contractor & CDD representative will likely be necessary to accurately delineate the affected areas in the field.
2. Remove all silt fence and repair any damage caused by the removal.
3. Provide final as-built drawings with multiple spot elevations along the slope, along with cross sections to confirm whether a consistent 4:1 slope exists post construction.

Thank you for the opportunity to respond to the email from BPG. I'll be happy to answer any question at the next CDD meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael J. Yuro', with a large, stylized loop at the end.

Michael J. Yuro, P.E.

Turnbull Creek CDD – District Engineer

Tab 2



To: Murabella (Turnbull Creek CDD)

RE: Response to Deficiency Letter

Date: April 17, 2023

Dear Carol,

In response to the letter, we received for the areas of concern and the action we have taken to cure these issues. Over the past several months we have been concentrating on the ornamental grass cut backs on the berm areas that the Board requested us to get completed before the Mulch and Pine Straw Installation.

This was the 1st time that we had to cut back all the ornamental grasses throughout the community and it was a very timely task. Last year the Board only asked us to cut back the 2 main road ways along SR 16 and West Position Ave.

We do believe that we know moving forward what this task will take in the future and have a better plan of action.

In respect to the weekly mowing, we have been back on the regular schedule program since the middle of March.

Due to the cooler weather, we had in February and March we changed the mow schedule slightly to be able to get more of the grasses cut back to meet the mulch deadline. We do want the board to know that we still were on site every day performing our specified Landscape Maintenance task in the community. At no point where we every not on site working in the community. We do apologize for any inconvenience to the community that this may have caused.

We were in contact with Jim Schieszer weekly on what operational services we were performing each day.

After Jim communicated to us the concerns that the community was having, we Immediately changed back to the original scheduled mowing service. We are diligently getting all of the berm areas back up to the community standards.

(Mulch and Pine straw)

We do want to clarify that we did meet the dead line to install the 220 cy Brown Mulch and the 4700 bales of Pine Straw. Unfortunately, Do to all the Ornamental Grass cut backs we did this year the estimated 4700 bales were not enough to cover all the Sq.Ft. of the berms. We actual install 5,005 bales of pain straw and we will need an additional 350 bales to Complete. We submitted an additional estimate for the Board to review at this upcoming meeting.

Now that we know what it will actually take to cover all berm areas after we perform all the cut backs.

We will submit the correct amount of materials to the board in the future installation.

Sencerly,

Todd Murphy

General Manger

Trimac Outdoor

Tab 3

PO BOX 8699
1880 Eastwest Pkwy
Fleming Island, FL 32006
toddm@trimacoutdoor.com
www.yardnique.com



ADDRESS

Carol Brown
Rizzetta & Company
101 E Positano Ave
St Augustine, FL 32092

SHIP TO

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

Estimate 55443

DATE 03/31/2023

Expires in 30 days

Materials and Labor to Install an additional 350 bales of Pine Straw

ACTIVITY	QTY	UNIT	RATE	AMOUNT
EN - General - Additional Pine Straw			\$2,275.00	\$2,275.00
Pine Straw	350.00	Dollars	\$6.50	\$2,275.00

TOTAL \$2,275.00

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

Tab 4

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 190, 170, AND/OR 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Turnbull Creek Community Development District (“**District**”) prior to June 15, 2023, proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

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

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

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

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 190, 170, and/or 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. If levied pursuant to Chapter 170, Florida Statutes, the Assessments shall be paid in one or more installments pursuant to a bill

issued by the District in November of 2023, or, if levied pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes, the Assessments shall be collected on the tax roll of Duval County, Florida, and paid as directed therein.

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

DATE: August 8, 2023
HOUR: 6:30 p.m.
LOCATION: Murabella Amenity Center
101 Positano Avenue
St. Augustine, Florida 32092

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

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

6. PUBLICATION OF NOTICE. Notice of the public hearings shall be published in the manner prescribed in Florida law.

7. MAILING OF NOTICE. Notice of the public hearings shall be mailed to property owners in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED this 9th day of May 2023.

ATTEST:

**TURNBULL CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

By: _____
Its: _____

EXHIBIT A: Proposed Budget



Rizzetta & Company

Turnbull Creek Community Development District

www.turnbullcreekcdd.com

**Proposed Budget for
Fiscal Year 2023-2024**

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Proposed Budget
Turnbull Creek Community Development District

1

Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments		
1										
2	REVENUES									
3										
4	Special Assessments									
5	Tax Roll	\$ 999,573	\$ 1,040,591	\$ 1,040,591	\$ -	\$ 1,306,030	\$ 265,439			
6	Other Miscellaneous Revenues									
7	Facilities Rentals	\$ 7,551	\$ 7,551	\$ 3,000	\$ (4,551)	\$ -	\$ (3,000)			
8	Interest Earnings	\$ 21	\$ 21	\$ 2,000	\$ 1,979	\$ -	\$ (2,000)			
9										
10	TOTAL REVENUES	\$ 1,007,145	\$ 1,048,163	\$ 1,045,591	\$ (2,572)	\$ 1,306,030	\$ 260,439			
11										
12	EXPENDITURES - ADMINISTRATIVE									
13										
14	Legislative									
15	Supervisor Fees	\$ 800	\$ 6,000	\$ 7,000	\$ 1,000	\$ 7,000	\$ -	Based on 7 meetings.		
16	Employee - Payroll Taxes	\$ 61	\$ 536	\$ 536	\$ -	\$ 615	\$ 79			
17	Employee - Payroll Processing Fees	\$ -	\$ -	\$ -	\$ -	\$ 1,100	\$ 1,100	FY 23/24 new line item.		
18	Employee - Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	\$ 850	\$ 850	FY 23/24 new line item.		
19	Financial & Administrative									
20	District Management	\$ 21,500	\$ 43,000	\$ 43,000	\$ -	\$ 45,150	\$ 2,150			
21	District Engineer	\$ 6,732	\$ 16,000	\$ 16,000	\$ -	\$ 16,000	\$ -			
22	Trustees Fees	\$ 9,390	\$ 14,620	\$ 14,620	\$ -	\$ 14,620	\$ -			
23	Assessment Roll	\$ 4,800	\$ 4,800	\$ 4,800	\$ -	\$ 5,040	\$ 240			
24	Printing & Binding	\$ -	\$ -	\$ 1,800	\$ 1,800	\$ -	\$ (1,800)			
25	Dissemination Agent	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -			
26	Auditing Services	\$ -	\$ 3,745	\$ 3,745	\$ -	\$ 3,965	\$ 220	Reflects contract with Berger, Toombs, Elam, Gaines & Frank.		
27	Arbitrage Rebate Calculation	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ -	Reflects contract with Grau & Associates.		
28	Telephone	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ (1,000)			
29	Postage & Delivery	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ (1,000)	Reflected in line #33.		
30	Public Officials Liability Insurance	\$ 4,089	\$ 4,089	\$ 10,713	\$ 6,624	\$ 4,907	\$ (5,806)	Reflects EGIS estimate.		
31	Legal Advertising	\$ 368	\$ 1,500	\$ 2,000	\$ 500	\$ 2,000	\$ -			
32	Dues Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Reflects Department of Economics annual fee.		
33	Miscellaneous Fees	\$ 1,465	\$ 3,000	\$ 1,000	\$ (2,000)	\$ 2,250	\$ 1,250	Reflects Amorization Schedule, mailed Notices & FY 22/23 Worker's Comp.		
34	Office Supplies	\$ -	\$ -	\$ 170	\$ 170	\$ -	\$ (170)			
35	Website Hosting, Maintenance & Backup	\$ 600	\$ 1,200	\$ 1,200	\$ -	\$ 1,200	\$ -			
36	ADA Website Compliance	\$ 600	\$ 1,200	\$ 1,200	\$ -	\$ 1,200	\$ -			
37	Legal Counsel									
38	District Counsel	\$ 27,939	\$ 47,000	\$ 47,000	\$ -	\$ 47,000	\$ -			
39										
40	Administrative Subtotal	\$ 79,519	\$ 150,865	\$ 160,959	\$ 10,094	\$ 157,072	\$ (3,887)			
41										
42	EXPENDITURES - FIELD OPERATIONS									
43										
44	Security Operations									
45	Security Monitoring Services	\$ 4,931	\$ 15,500	\$ 7,755	\$ (7,745)	\$ 7,755	\$ -	FY 22/23 to be overbudget with additional Vector agreement and repairs to system. FY 23/24 budget adds a separate line for repairs.		
46	Security Camera Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500			
47	Electric Utility Services									
48	Utility Services	\$ 25,021	\$ 50,042	\$ 39,240	\$ (10,802)	\$ 55,046	\$ 15,806	Refelcts 10% increase from projected annual total.		
49	Street Lights	\$ 20,678	\$ 41,356	\$ 42,111	\$ 755	\$ 45,492	\$ 3,381	Refelcts 10% increase from projected annual total.		
50	Garbage/Solid Waste Control Services									
51	Garbage - Recreation Facility	\$ 3,830	\$ 7,660	\$ 11,900	\$ 4,240	\$ 8,000	\$ (3,900)			
52	Water-Sewer Combination Services									
53	Utility Services	\$ 5,013	\$ 10,026	\$ 13,080	\$ 3,054	\$ 13,080	\$ -			
54	Stormwater Control		\$ -							
55	Lake/Pond Bank Maintenance	\$ 9,371	\$ 18,700	\$ 16,500	\$ (2,200)	\$ 18,150	\$ 1,650	FY 22/23 to be overbudget. Line item includes repairs and Future Horizon agreement.		
56	Well & Pump Maintenance Contract	\$ -	\$ -	\$ -	\$ -	\$ 2,750	\$ 2,750	FY 23/24 new line item to reflect Hoover agreement.		
57	Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500	FY 23/24 new line item to reflects repairs.		
58	Other Physical Environment									
59	General Liability Insurance / Property	\$ 22,112	\$ 22,112	\$ 20,000	\$ (2,112)	\$ 32,500	\$ 12,500	FY 22/23 to be overbudget and includes the addition of security cameras. FY 23/24 reflects EGIS estimate.		
60	Landscape Maintenance	\$ 162,022	\$ 333,659	\$ 289,884	\$ (43,775)	\$ 366,569	\$ 76,685	FY 23/24 Trimac agreement with mulch / pine straw installation.		

Proposed Budget
Turnbull Creek Community Development District
Reserve Fund
Fiscal Year 2023/2024

3

	Chart of Accounts Classification	Actual YTD through 03/31/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 166,456	\$ 23,317	\$ 166,456	\$ (143,139)	\$ 290,185	\$ 123,729	Possibe pool slide repair and door replacement.
6								
7	TOTAL REVENUES	\$ 166,456	\$ 23,317	\$ 166,456	\$ (143,139)	\$ 290,185	\$ 123,729	
8								
9								
10	EXPENDITURES							
11								
12	Contingency					.		
13	Capital Reserves	\$ -	\$ -	\$ 166,456	\$ 166,456	\$ 290,185	\$ 123,729	Reflects Reserve Study recommendation and under funding from FY 22/23.
14								
15	TOTAL EXPENDITURES	\$ -	\$ -	\$ 166,456	\$ 166,456	\$ 290,185	\$ 123,729	
16								
17	EXCESS OF REVENUES OVER EXPENDITURES	\$ 166,456	\$ 23,317	\$ -	\$ (309,595)	\$ -	\$ -	

Turnbull Creek Community Development District

4

Debt Service

Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2015A1-2	Series 2015B1-2	Series 2016	Budget for 2023/2024
REVENUES				
Special Assessments				
Net Special Assessments ⁽¹⁾	\$983,145.32	\$78,821.03	\$286,504.77	\$1,348,471.13
TOTAL REVENUES	\$983,145.32	\$78,821.03	\$286,504.77	\$1,348,471.13
EXPENDITURES				
Administrative				
Financial & Administrative				
Debt Service Obligation	\$983,145.32	\$78,821.03	\$286,504.77	\$1,348,471.13
Administrative Subtotal	\$983,145.32	\$78,821.03	\$286,504.77	\$1,348,471.13
TOTAL EXPENDITURES	\$983,145.32	\$78,821.03	\$286,504.77	\$1,348,471.13
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00

St. Johns County Collection Costs (2%) and Early Payment Discounts (4%)

6.0%

Gross assessments**\$1,434,543.75**⁽¹⁾ Maximum Annual Debt Service less any Prepaid Assessments received.**Notes:**

Tax Roll Collection Costs and Early Payment Discounts are 6% of the Tax Roll. See Assessment Table.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$1,596,215.00
St. Johns County Collection Cost @	2%	\$33,962.02
Early Payment Discount @	4%	\$67,924.04
2023/2024 Total		\$1,698,101.06

2022/2023 O&M Budget	\$1,207,047.00
2023/2024 O&M Budget	\$1,596,215.00

Total Difference	\$389,168.00
------------------	---------------------

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
<u>PHASE 1</u>				
Series 2015A1-2 Debt Service - Single Family	\$1,451.69	\$1,451.69	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,770.70	\$431.74	32.24%
Total	\$2,878.73	\$3,310.47	\$431.74	15.00%
Series 2015A1-2 Debt Service - Single Family (Partial)	\$682.48	\$682.48	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,770.70	\$431.74	32.24%
Total	\$2,109.52	\$2,541.26	\$431.74	20.47%
<u>PHASE 2</u>				
Series 2016 Debt Service - Single Family	\$1,427.85	\$1,427.85	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,770.70	\$431.74	32.24%
Total	\$2,854.89	\$3,286.63	\$431.74	15.12%
Series 2016 Debt Service - Single Family (Partial)	\$696.04	\$696.04	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,770.70	\$431.74	32.24%
Total	\$2,123.08	\$2,554.82	\$431.74	20.34%
Series 2016 Debt Service - Single Family (Partial)	\$713.88	\$713.88	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,770.70	\$431.74	32.24%
Total	\$2,140.92	\$2,572.66	\$431.74	20.17%
Series 2016 Debt Service - Single Family (Partial)	\$678.19	\$678.19	\$0.00	0.00%
Series 2015B1-2 Debt Service - Single Family	\$88.08	\$88.08	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,338.96	\$1,770.70	\$431.74	32.24%
Total	\$2,105.23	\$2,536.97	\$431.74	20.51%

*Certain lots have been partially paid down, resulting in a reduction of their debt service assessment.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,596,215.00
COLLECTION COSTS @	2.0%	\$33,962.02
EARLY PAYMENT DISCOUNT @	4.0%	\$67,924.04
TOTAL O&M ASSESSMENT		<u>\$1,698,101.06</u>

LOT SIZE	UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT			
	O&M	SERIES 2015A1-2 DEBT SERVICE ⁽¹⁾	SERIES 2015B1-2 DEBT SERVICE ⁽¹⁾	SERIES 2016 DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
<u>PHASE 1</u>								
SINGLE FAMILY	739	720	734		1.00	739.00	77.06%	\$1,308,547.12
SINGLE FAMILY (PARTIAL)	1	1	1		1.00	1.00	0.10%	\$1,770.70
<u>PHASE 2</u>								
SINGLE FAMILY	216		214	212	1.00	216.00	22.52%	\$382,471.15
SINGLE FAMILY (PARTIAL)	1		1	1	1.00	1.00	0.10%	\$1,770.70
SINGLE FAMILY (PARTIAL)	1		1	1	1.00	1.00	0.10%	\$1,770.70
SINGLE FAMILY (PARTIAL)	1		1	1	1.00	1.00	0.10%	\$1,770.70
TOTAL	959	721	952	215		959.00	100.00%	\$1,698,101.06

PER LOT ANNUAL ASSESSMENT				
	SERIES 2015A1-2 DEBT SERVICE ⁽²⁾	SERIES 2015B1-2 DEBT SERVICE ⁽³⁾	SERIES 2016 DEBT SERVICE ⁽⁴⁾	TOTAL ⁽⁵⁾
\$1,770.70	\$1,451.69	\$88.08	\$0.00	\$3,310.47
\$1,770.70	\$682.48	\$88.08	\$0.00	\$2,541.26
\$1,770.70	\$0.00	\$88.08	\$1,427.85	\$3,286.63
\$1,770.70	\$0.00	\$88.08	\$696.04	\$2,554.82
\$1,770.70	\$0.00	\$88.08	\$713.88	\$2,572.66
\$1,770.70	\$0.00	\$88.08	\$678.19	\$2,536.97

LESS: St. Johns County Collection Costs (2%) and Early Payment Discount (4%):

(\$101,886.06)

Net Revenue to be Collected:

\$1,596,215.00

⁽¹⁾ Reflects the number of total lots with Series 2015A1-2, Series 2015B1-2, and Series 2016 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2015A1-2 bond issuance. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2015B1-2 bond issuance. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

⁽⁴⁾ Annual debt service assessment per lot adopted in connection with the Series 2016 bond issuance. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

⁽⁵⁾ Annual assessment that will appear on November 2023 St. Johns property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.



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EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.



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Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.



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Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.



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Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.



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Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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Tab 5

Company Name: TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT		Order Type: New Client		Branch:	
		Order Date: 01/11/2023		Company Code:	
		IID:			
Address:	Delivery 3434 Colwell Ave Ste 200 Tampa, FL 33614-8390	Legal 3434 Colwell Ave Ste 200 Tampa, FL 33614-8390	Tip Establishment: No	Legal Entity: Sole Proprietor	
Payroll Contact(s) Phone(s) Mobile 1 Mobile 2 Fax #	Leslie Spock (813) 994-1001	Processing Frequency: Monthly	NAICS Code: 921190	NAICS Description: Other General Government Support	
Client Email Address lspock@rizzetta.com					
Est. First Input 01/18/2023 Wednesday	Pay Period Start Date	Existing Balances (Are there balances that need to be entered for this client?): No	Input Method: Internet	Mobile Device:	
Est. First Check 01/19/2023 Thursday	Pay Period End Date		Business: New		

Promotions

Promo1: 6465 - First Month Free
Total Savings with Promos: \$80.70

Payroll Features	Control #	Billing Frequency	Qty	One Time Fees	Processing Fees
RUN POWERED BY ADP® TCCDD - Unit (Primary)	1				Sales Order Based on Paid employee(s) 5 Note: Any changes in number of employees will impact pricing
Implementation for ADP Essential Payroll		Once	1	\$0.00	
ADP Essential Payroll		Monthly	5		\$80.70
Processing Total					\$80.70

Additional Features	Fees	Additional Features	Fees
Year-End W-2/1099 Information Primary Control:	\$54.95	Applied for Status (Fee Per State and Any Local ID Per Month, if applicable)	\$50.00
W-2/1099 Delivery fee:	\$13.95	Applied for Status for SUI ID (Per SUI ID Per Quarter, if applicable)	\$50.00
Per W-2/1099:	\$6.50	Additional Jurisdiction (Fee Per Additional State & SUI Jurisdiction Per Month)	\$8.95

By initialing to the left, you consent to ADP calling you at the telephone number you provided on the sales order to provide service and support for products and services you purchased and to tell you about other and new ADP payroll and related services, via an automatic dialing system including using prerecorded messages.

Comments

I hereby absolve ADP, Inc., of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to my ADP start date. **I will make all payroll tax deposits for payrolls run before setup of ADP's tax filing service.** THE SERVICES, PRICING, CONSENTS AND AUTHORIZATIONS COVERED BY THIS SALES ORDER ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SERVICE FOR RUN POWERED BY ADP® ONLINE PAYROLL SERVICES AND ANY ACCOMPANYING EXHIBITS ("RUN TERMS"). BY SIGNING THIS SALES ORDER THAT INCLUDES THESE RUN TERMS, YOU ACKNOWLEDGE RECEIPT OF AND AGREE TO THESE RUN TERMS.

ADP Sales Associate	Date	Client Authorization	Date
Madie King	01/11/2023		01/11/2023

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"You" and "Your" means You, Your company, Your employees and (subject to the terms herein) any agents You designate as "users" of RUN. Only authorized users are permitted to use or access RUN, and such use or access is prohibited by unauthorized third parties. An "Unauthorized Third Party" refers to any third party or business that seeks to access or accesses RUN using the account credentials (e.g., username and password) of an ADP client or client employee (each a "user"), regardless of the user's purported consent, in order to access, copy or obtain information within RUN, whether such information is accessed, copied or obtained by an automated data gathering program or by other means, including data scrapers, data aggregators and any third parties seeking to monetize data obtained from ADP without ADP's express consent.

You agree to be bound by these Terms, any applicable additional terms and any other terms and guidelines found throughout RUN. "RUN" or "Services" means the services, including Payment Services as defined herein, which let users report their employee or other data so ADP can calculate payroll and payroll taxes and file taxes ("Tax Filing Services"), and deliver checks and reports, electronically or otherwise, access and/or utilize ADP Marketplace services, HR411, HR Training, HR HelpDesk, HR chatbots, any third party vendors accessed through RUN, HR411 or other human resources content ("HR Services"), track employee data, access Document Vault, Time and Labor Management ("TLM") or unemployment claims services, or produce a Certificate of Insurance ("COI") based on Your current Workers' Compensation policy purchased through our affiliate, Automatic Data Processing Insurance Agency, Inc. If You choose to subscribe to and/or use any HR Services, calculator tools, pre-employment or employment background checks ("Background Check Services"), Document Vault, Health Care Tax Credit Assist, unemployment claims, employment and income verification services or TLM services ("Additional Business"), or if You purchase, migrate from, upgrade, downgrade or remove any additional business, features or functionality, these services will be included in "RUN" and the "Services" hereunder and these Terms will control and be applicable to Additional Business, migrations, upgrades, features, services, downgrades or removals.

The Services, including but not limited to Background Checks, Tax Filing, Pay Card (as defined herein) and, Risk and Safety Services and Full Service Direct Deposit (FSDD)/ADPCheck (ADP pays Your employees from ADP's own bank account) are available for as long as You meet any eligibility requirements, which may include credit checks of You and Your principals, including any of Your owners, identification verification of You, Your employees and any of Your owners, and other authentication procedures. You acknowledge and agree that these credit checks and authentication procedures may be performed by ADP or a third party and ADP may disclose the information provided, including any personal information, to such third parties for this purpose, and may require that You sign additional forms. You understand and acknowledge that implementation, access to and ongoing provision of the Services shall be conditioned upon You, Your employees and any owners passing, and continuing to pass, any ADP authentication, credentialing and bank account and balance verification processes and passing any additional credentialing, verification or authentication that ADP may deem necessary in connection with the Services provided, using data available to ADP. You further authorize and appoint ADP as Your agent with full authority to authenticate and verify Your bank account and balances. You understand that the provision of products and/or services may be modified as ADP may deem appropriate in ADP's reasonable discretion or in order to assist ADP or any of its partners, affiliates, or subsidiaries in complying with its legal and/or regulatory obligations. You acknowledge that ADP or its affiliates may pay compensation to a third party or broker for the referral of Your business for the Services and other products You may purchase.

You hereby absolve ADP of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to Your start date with ADP. You will make all tax deposits for payrolls run before setup of ADP's tax filing service.

1. The Services

A. Performance Standard ADP will perform the Services in a professional manner with personnel having such skills as required by the Services to be performed.

B. Use of Services/Protection of Data You will use the Services in accordance with the instructions and reasonable policies communicated to You and only for Your internal business purposes. You may not use the Services, or any software or system used to provide them, for commercial software hosting services. You may not interfere with, tamper, manipulate or otherwise disrupt any information technology systems, networks, servers, databases and/or infrastructure (including hardware and software) (together, "IT Systems") of RUN. You may not circumvent RUN technical controls and security measures in place to safeguard RUN IT Systems and data. You may not use RUN or the Services provided through or in connection with RUN to violate any applicable international, federal, state and local laws, statutes or regulations or conduct any other illegal activity; or to harvest, copy, modify or otherwise collect information of third parties, including e-mail addresses, without their express written consent; or to publish, sell, license, create derivative works or otherwise use any contents or information available on or through RUN, the Services provided through or in connection with RUN, or RUN's IT Systems, directly or indirectly, for commercial or public purposes. You will not provide, directly or indirectly, any of the Services, including Payment Services as defined herein, or any part thereof, including any contents, information, tools, calculators and resources, to any party other than Yourself. Your employees will not disclose any confidential account access credentials or confidential information to Unauthorized Third Parties. Such confidential information shall also include access to and use of password protected and/or secure information that is restricted to authorized users only and user account access credentials and related user authentication information. ADP will take reasonable precautions to prevent the loss of or alteration to Your data files in its possession including employing regular back-up procedures, but ADP does not guarantee against any loss or alteration of Your data. ADP is not and will not be Your record keeper so, to the extent You believe it necessary, You will keep copies of all documents or information delivered to ADP in connection with the Services. You are responsible for maintaining and backing-up any information You are providing or using in connection with RUN.

C. Payment Services If You are receiving any of the Services that require ADP to debit funds from Your account to pay Your third-party payment obligations (e.g., Tax Filing, Garnishment Payment Service (GPS), FSDD Services, TotalPay or Payroll Card or other pay card (hereafter "Pay Card"), Pay-by-Pay, 401K and/or ADPCheck Services) ("Payment Services"), You will have sufficient, collected funds in Your

account within the deadline established by ADP to satisfy all third-party payment obligations and any ADP fees for Services. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). ADP and You agree to comply with the NACHA rules applicable to it with respect to the Payment Services. You agree that You will not cause ADP to initiate payments on behalf of any non-Affiliate of Yours under this Agreement unless such non-Affiliate is identified in the client account agreement. ADP may commingle Your impounded funds with other clients' ADP's or ADP-administered funds of a similar type. **ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BELONG TO ADP.** You acknowledge and agree that ADP will, with respect to the provision of the Pay Card services, provide You with Pay Card marketing materials that You can make available to Your employees, and implementation of Pay Card as a direct deposit option for Your employees. You also acknowledge and agree that the FSDD provisions of this Agreement will apply to Pay Cards. Finally, You agree that in providing GPS Services and any garnishment related assistance, ADP will act solely in the capacity of a third party service provider of payment processing and may from time to time provide You data entry assistance, worksheets, and/or best practice recommendations concerning wage garnishment orders, however, You shall remain solely responsible for Your compliance obligations with Your wage garnishment orders. ADP Services are not a substitute for the advice of an attorney. You agree ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and You.

D. Accuracy of Your Information, Review of Data All Services provided to You will be based on information provided to ADP by You and/or Your employees (including proof of federal, state and local tax identification numbers and payroll history). You agree to provide accurate, complete and timely information and documentation needed by ADP to perform the Services. The person agreeing to these Terms or any other person designated in writing by that person, is Your authorized payroll contact from whom ADP will take all instructions. ADP will not be liable for following such instructions. You agree to have someone other than Your designated payroll contact promptly and thoroughly review Your disbursement reports to help You spot and correct errors and inconsistencies and help prevent fraud, and promptly notify ADP of any errors. You agree to promptly review all disbursement records, certificates (including any COIs generated by You) and other reports You receive from ADP or that You produce or generate in connection with RUN, for validity and accuracy. You will promptly deliver to ADP any information regarding Your payroll, employees and any other information or materials of Yours, regardless of form (e.g., images, graphics, text, custom reports, etc.), to be included in the Services, including any Personal Data, as that term is defined in Section 10B and/or the attached Data Privacy Appendix, whether included by ADP as part of its setup or other Services or by You or any of Your employees ("Your Client Content"). You are responsible for selecting and/or inputting any personal data elements that are optional. The collection and processing of such data elements will be performed under Your responsibility. You shall only provide ADP with Client Content that is required to perform the Services. You may, during the implementation process or as part of the ongoing Services, elect to configure RUN or the Services to process additional data elements beyond those data elements that are required by ADP to perform the Services. You shall remain solely responsible for such configurations, including the processing of Client Content or data pursuant to applicable law.

Your Client Content will be in an electronic file format specified by and accessible to ADP. Upon completion of any setup or other Services or any request for custom reports, You will review Your Client Content provided to ADP as included in the Services. By commencing "live" processing or using the Services, You confirm that Your Client Content is accurate and complete. ADP will have no liability to You for any errors or inaccuracies in Your Client Content included in the Services that was provided by You, or should have been reviewed and approved by You and You agree to indemnify and hold ADP harmless for any damages resulting from Your or Your employees' failure to provide accurate information. ADP may also perform other services related to RUN that You may request (e.g., training, custom reports, Background Check Services, TLM services, HR Services, Health Care Tax Credit Assist, unemployment claims processing, Risk and Safety Processing, employment and income verification, etc.), and such services will be covered by this Agreement at ADP's then current fees, if applicable. Certain of the Services to be provided by ADP may be provided by subsidiaries or affiliates of ADP, Inc. or by ADP's subcontractors, and ADP will be responsible for the performance of those subsidiaries, affiliates and subcontractors.

E. Responsibility for Compliance with Laws The Services are designed to help You comply with applicable laws and governmental regulations. Nevertheless, You (and not ADP) will be responsible (i) for Your compliance with all laws and governmental regulations affecting Your business generally, including any rules and regulations applicable to ADP regarding trade sanctions, export controls or trade with prohibited parties and (ii) for any use You make of the Services to help You comply with any applicable laws and governmental regulations. You acknowledge and agree that ADP is not responsible for advising You of Your obligations under any laws or regulations that apply to Your business. You will not rely on use of the Services to comply with any laws and governmental regulations. Many federal, state and local laws, rules and regulations, impose additional requirements, such as employers must obtain consent from their employees, in connection with direct deposit and/or the use of electronic statements. These and other laws and governmental regulations vary and it is Your responsibility to ensure You are compliant with these laws, including regarding electronic statements and obtaining any consents, and for Print On Demand capabilities, providing on-line access at Your work site, and direct deposit, as well as for complying with any other applicable federal, state, local or other laws and governmental regulations affecting Your business. You are exclusively responsible for making physical copies of online statements, including wage statements, Forms W-2, Forms 1099, or Forms 1095-C, available to Payees to the extent required by applicable law. You represent that You verified the identity of each of Your employees to whom You will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). You also acknowledge that You alone are responsible for the designation of an individual or vendor as a "contractor" and ADP will have no liability for Your designation(s). No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

Important Tax Information (IRS Disclosure): Notwithstanding Your engagement of ADP to provide ADP Tax Services, You are responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for Your employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. You may contact appropriate state offices directly for details.

F. FSDD/ADPCheck/Pay Card For FSDD and Pay Card Services, before the first credit to the account of any employee or other individual (a "Payee"), You will get a signed and valid payee authorization from the Payee (a "Payee Authorization") which will be in a form acceptable to ADP and comply with NACHA rules and applicable law and shall authorize the initiation of credits to the Payee's account and debits of such account to recover funds credited to the account in error. You will retain a copy of each Payee Authorization during the period the Payee Authorization is in effect and for two years after and will provide a copy to ADP

upon request. You agree not to distribute any ADP Checks to Payees in any manner that would allow Payees to access the associated funds before pay date and You acknowledge that doing so may result in additional fees being charged to You. You also agree to cooperate with ADP to recover funds credited to any Payee's account in error. If You want to stop payment on any ADP Check, You will provide ADP with a written stop payment request in the form provided by ADP. ADP will, within 24 hours of receipt of the request, place a stop payment order with ADP's bank. You will not request ADP stop payment on any ADP Check which represents funds to which a Payee is rightly entitled. You agree to indemnify, defend and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever from stopping payment on any ADP Check requested by You and from and against all actions, suits, losses, claims, damages, charges and expenses including attorney's or other fees, in any claims or suits arising because of a request to stop payment, including claims made by a "holder in due course" of such check. If You subscribe to the use of any Pay Card Services, You also agree to the Pay Card Services terms attached to these Terms as Exhibit A, which are incorporated into these terms as if fully set forth. By agreeing to or signing these Terms You acknowledge receipt of the Pay Card terms in Exhibit A and agree to perform all obligations set forth in Exhibit A.

G. Background Check Services will be provided by ADP Screening and Selection Services, Inc. ("SASS"), an affiliate of ADP. You will be required to pass the SASS credentialing process. If You do not pass this process, ADP may require additional information or deny access to the Background Check Services. You will sign and deliver to ADP any documents and forms ADP deems necessary to provide You with the Background Check Services under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations. Subscription-based programs are not available to organizations providing staffing-related services, property management companies or resellers (i.e., companies who do background checks for other companies) and are only available for Your own employment screening. ADP will abide by all of the provisions of the Fair Credit Reporting Act, as amended ("FCRA"), as applicable to the obligations of ADP acting as a consumer reporting agency in providing Background Check Services. ADP will follow reasonable quality assurance procedures with respect to preparing any reports including consumer reports and/or investigative consumer reports (hereafter each individually referred to as "Report" and collectively as "Reports"). However, because the information contained in Reports is provided by third parties, ADP is not responsible for any errors or omissions in such third-party information. You understand that the Background Check Services made available to You through a subscription-based program will have applicable limits, as indicated on Your Sales Order or similar document, and that there are additional fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. To the extent that You order Background Check Services which exceed or differ from the number and type included in Your Services, You will be charged by SASS for the amounts due for the excess number or different services. You agree to pay ADP for Background Check Services You order that are not included in Your Services, as well as for applicable fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. ADP may pass on any new or increased fees assessed on a particular product by any governmental source or third-party source or vendor at any time, upon thirty (30) days' notice to You.

You understand that from time to time ADP may provide information regarding laws and regulations applicable to users of Reports, including, but not limited to, information pertaining to a user's legal obligations and responsibilities under FCRA and other applicable laws and regulations. Any information provided by ADP, including, but not limited to, information available for reference on "The Guide" at www.adpselect.com, is provided for educational purposes only and is not legal advice. You understand and agree that You should review all applicable laws and regulations and consult with experienced counsel for legal advice. You understand that the Guide may be amended from time to time by ADP and You will have access to such amendments online. You acknowledge that You have Internet access so You can access the Guide as made available by ADP.

You are solely responsible for ensuring Your own compliance with applicable laws and regulations in requesting, using, and maintaining Reports, and for maintaining Reports sufficient to comply with Your document retention policies.

You acknowledge that so long as You have access to Background Check Services, You will have access to all Reports ordered through the SASS background site for at least one year (unless we tell You of a shorter period). ADP will not deliver copies of Reports to You once such Reports are no longer available within the SASS background screening site or after termination of the Background Check Services or this Agreement, except as required by law. ADP will make available additional accounts to You upon Your written request. You will provide any information ADP requires for establishing additional accounts. You will ensure that the additional accounts established at Your request by ADP are for employment purposes only, and only in accordance with applicable law. You will ensure that the additional accounts and all information received from ADP is used in strict compliance with the applicable provisions of all federal, state and local laws and international law and all regulations promulgated under any of them, including, but not limited to, the FCRA, the Americans with Disabilities Act (ADA 1990), all equal employment opportunity laws and regulations, to the extent applicable, the Drivers Privacy Protection Act and Federal Equal Credit Opportunity Act, and any federal, state or country specific data privacy law. In the event and to the extent of any conflict between the terms and conditions of this Section and applicable law, the provision(s) of applicable law will govern.

H. TLM Products.

a) You will provide and install all power, wiring and cabling needed for the installation of any data or time capture hardware or software (the "Timeclock Equipment"). You will pay an installation and set-up fee for each unit of Timeclock Equipment if the equipment is installed on Your premises by ADP.

b) You will not make any alterations or attach any device not provided by ADP to the Timeclock Equipment. ADP will continue to own the Timeclock Equipment unless You chose the purchase option and paid ADP the full purchase price. Unless You bought and paid for the Timeclock Equipment, it will remain a separate item of personal property though attached to other Timeclock Equipment or real property and You will not remove the Timeclock Equipment from the original installation site without ADP's prior consent.

c) Upon termination or cancellation of this Agreement, TLM and/or Payroll Services, You will, at Your expense, return the Timeclock Equipment to ADP according to ADP's instructions. The Timeclock Equipment will be returned in as good condition as received by You, except for normal wear and tear. If the Timeclock Equipment is not returned within 30 days of termination, You agree to purchase it at ADP's retail price at the time of termination. If payment for the Timeclock Equipment is not received within 30 days of any demand for the return of the Equipment, ADP will be able to use any lawful remedy to enforce its rights including, debiting the account You use for ADP Services and/or sending the account to a collection agency for settlement. The terms of this Section c. will not apply if prior to the time of termination or cancellation You had already purchased and paid for the Timeclock Equipment in full.

d) ADP warrants to You that the Timeclock Equipment will be free from defects in material and

workmanship at the date Timeclock Equipment is shipped and for 90 days after. ADP's sole obligation in case of any breach of any warranty contained in these Terms will be to repair or replace, at ADP's option, any defective items. This is the extent of ADP's liability for all claims related to Timeclock Equipment including contract and negligence claims, and will be Your sole remedy.

e) Maintenance services for the Timeclock Equipment (set forth below in Section f) apply automatically to Timeclock Equipment under the subscription option and any maintenance charges are already included in the monthly time and labor management subscription fees. The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price and a separate annual maintenance fee will apply. Under the purchase option, You can terminate Your receipt of maintenance services by giving ADP written notice at least 30 days before the end of the then current annual coverage period. ADP is not required to return any maintenance fees relating to a current or prior coverage period. (NOTE: If You select the purchase option but opt not to receive (or terminate) maintenance services by executing a waiver of maintenance services, any such services provided by ADP at Your request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at Your site. You will be responsible for all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

f) ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) will be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, if the Timeclock Equipment was properly installed and maintained by You and if it has been used in accordance with any documentation or terms provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from You of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for You to use while ADP determines the cause of the issue with the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following will not be included in the maintenance services and will be charged at ADP's then current rates: a) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress, or causes other than normal or intended use; b) Your failure to provide and maintain a suitable installation environment; c) Any changes made to or any devices not provided by ADP attached to the Timeclock Equipment; and d) Malfunctions resulting from use of badges or supplies not approved by ADP.

g) In order to keep the products current, ADP may perform maintenance fixes and other upgrades to the TLM products You are receiving. ADP will perform these upgrades on Your behalf for all hosted products. For non-hosted products, You will need to install the upgrade provided by ADP pursuant to the written notice provided to You.

h) The TLM Products are hosted by ADP in the United States. The TLM Products are intended for use by United States employees and to permit the transmission of data within the United States only. You are responsible for complying with all applicable data protection laws and represent that You obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP in the United States or otherwise make the ADP TLM Products available to Your employees outside the United States. The TLM Products may not be used or accessed in any way that violates any applicable international, federal, state or local laws and/or regulations.

i) a. Biometric Services are defined as services provided by ADP to You via the use of timeclocks and software in connection with ADP's provision of TLM Services, to the extent such timeclocks or software collect, store or use Biometric Data ("Biometric Services"). Biometric Data includes information collected by timeclocks and software obtained by scanning a part of the employee's person including without limitation: a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry ("Biometric Identifiers"), or any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual ("Biometric Information") (collectively referred to as "Biometric Data").

b. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which may apply to Your use of Biometric Services. To the extent You elect to use Biometric Services, You agree to comply with all such applicable laws and regulations in accordance with this Agreement. In the event You are unwilling to comply with laws and regulations applicable to Biometric Services, You will be able to continue to use the Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric

Services are part of the scope of Services: (i) Before any of Your or any of Your employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data ("Biometric User") is permitted to use any Biometric Services in a jurisdiction where laws and regulations govern such use, You will comply with the following requirements, in addition to any other requirements imposed by applicable law (to the extent there is a conflict between the requirements below and the requirements of applicable law, You will comply with applicable law): (a) You will implement, distribute and make available to the public, a written policy establishing Your policy with respect to the use of Biometric Data. Such policy will include: (1) a retention schedule and guidelines for permanently destroying Biometric Data; (2) a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with You, whichever occurs first; and (3) any additional requirements as required by applicable law. (b) You will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to the extent the same are required by applicable law, including: (1) notifying Biometric Users in writing that You, Your vendors, and/or the licensor of Your time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that You are providing such Biometric Data to Your vendors and the licensor of Your time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used; (2) obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing You, Your vendors, and licensor of Your time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by You, and authorizing You to provide such Biometric Data to Your vendors and the licensor of Your time and attendance software; and (3) if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by You, and/or certifying to ADP that such consents or releases have been obtained.

c. You will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, You agree to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Your failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

d. You agree that You shall use a reasonable standard of care consistent with applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which You store, transmit and protect from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account

numbers, PINs, driver's license numbers and social security numbers.

e. Notwithstanding anything to the contrary in the Agreement, You agree that ADP and any licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

f. If ADP determines that You have failed to comply with any applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to You, immediately suspend or terminate the Biometric Services.

I. HR Services

a) If You request and are permitted access to HR Services, You agree to use such Services for research and reference purposes only and only for the benefit of Your employer. By submitting any content to ADP through any HR Services, including message boards, forums, chat rooms and chatbots, You grant ADP a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, publish and display all such content (in whole or in part) and to incorporate such content in other works in any form, media or technology, whether currently existing or hereafter developed. By submitting any content to ADP, You represent and warrant to ADP that You have the unfettered right to give such a license to ADP. You agree that You will not submit any content that (a) infringes on the intellectual property rights of any other person or entity, unless You have the permission of the person or entity to submit the content and grant the license provided herein, (b) violates the privacy or publicity rights of any other person or entity, unless You have the permission of such person or entity to submit the content and thereby grant the license provided herein, (c) is offensive, obscene, defamatory, threatening or abusive, (d) advertises any other site or business or (e) contains computer programming routines or code designed to interfere in any way with the full, proper and timely operation of RUN or any HR Services or any computer system.

b) Materials accessible from or added to any HR Services or web sites by third parties, such as comments posted in discussion groups, documents, or forms, are strictly the responsibility of the third party who added such materials or made them accessible. While ADP reserves the right to monitor third-party discussions or content and to remove materials that ADP believes are inappropriate, ADP neither endorses nor undertakes to control, monitor, edit or assume responsibility for any such third-party material contained in or linked to any HR Services or web sites. Any relationship between You and any third party relating to HR Services shall be governed by any applicable agreement or terms of service between You and such third party and you assume all responsibility and risk arising from Your use of and/or reliance upon information, guidance or advice received from such third party, whether orally or in writing.

c) When You subscribe to any HR Services You can make one attributed copy of a document available through the HR Service for use within Your organization. You may not make multiple copies of documents without expressed written consent. Except for individual copies and direct use by You, You may not copy, modify, distribute, display, transmit, use or prepare derivative works based on the HR Services or any of their contents, or remove or alter any copyright, trademark or other proprietary notice from any part of the HR Services or any of the contents except where expressly instructed to do so.

d) Pursuant to the Digital Millennium Copyright Act, ADP has registered an agent with the U.S. Copyright Office. Notices of claimed copyright infringement on any web site should be directed to: Automatic Data Processing, Inc., 1 ADP Boulevard, Roseland, NJ 07068, Attn: Legal Department, Intellectual Property Counsel.

e) Although ADP makes every reasonable effort to ensure that the information, tools and data provided through the HR Services, which include the HR HelpDesk and HR Chatbots, are useful, accurate, and current, ADP cannot guarantee that the information, tools and data provided will be error-free. By using the HR Services, You assume all responsibility for and risk arising from Your use of and reliance upon the contents of the HR Services. You agree to defend, indemnify and hold harmless ADP and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to Your use of any HR Services.

J. Employment Verification Services and Authorization as Agent; Employee Authorized Disclosure.

a) To the extent You have not opted out of receipt of employment and income verification request management services (Employment Verification Services), the terms in this section will govern Your use of the Employment Verification Services and Employee Authorized Disclosure. ADP currently provides the Employment Verification Services through its subcontractors, The Work Number®, an Equifax Workforce Solutions service, though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in these Terms, You authorize ADP and its Verification Agents to disclose, on Your behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of You and Your employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Your or Your employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. You understand that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

b) Data Quality. If requested by ADP, You agree to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. ADP will update the Verification Services database with the applicable Verification Data available in RUN or through the Services.

c) Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers"). You certify that You have read the Notice to Furnishers provided to You at the following URL: <https://www.consumerfinance.gov/rules-policy/regulations/1022/m/#imageM2>. You understand Your obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certify You will comply with all such obligations. You further understand that if You do not comply with such obligations, ADP may correct incorrect Verification Data on Your behalf or terminate the Employment Verification Services upon 90 days prior written notice to You.

d) Archival Copies. Notwithstanding anything to the contrary in these Terms, You agree that, after the termination of these Terms, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Your employees and former employees and the confidentiality provisions in these Terms will continue

to apply during the time that ADP and its Verification Agents maintain any such archival copies.

e) Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to You should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

f) Employee Authorized Disclosure. ADP may disclose or use Personal Data of a Client's employee where such employee requests and consents to the disclosure for the employee's personal benefit (e.g., to verify an employee's identity in connection with a bank account application).

2. Document Vault

If You request and are permitted access to Document Vault through RUN, You agree to assume all risk and liability for all documents, information, data and content (collectively "Content") that You upload and store. You understand all Content may be protected by intellectual property and You must have the rights to all Content that You upload and store. By affording You access to Document Vault, ADP is offering You a service that allows You to upload and store Your Content. By uploading Content into Document Vault, You agree and acknowledge that You are solely responsible for all Content uploaded and stored by You and that ADP has no responsibility or obligation to monitor or notify You of any non-compliance related to Your use of Document Vault. ADP is not responsible for the accuracy, completeness, appropriateness, or legality of the Content that You upload and store. ADP is not and will not be Your record keeper. Document Vault is a self-service feature and You acknowledge that while ADP may access Your Content, You are solely responsible for complying with all applicable laws regarding recordkeeping, record storage and record retention with respect to Your Content. ADP will not be responsible for any lost, damaged or irrecoverable content. By using Document Vault, You retain full ownership of all Content that You store. You agree that You will not use Document Vault to: (1) upload, store, transmit or otherwise make available any Content that spreads messages of terror or depicts torture or death or illegal acts; (2) harm minors in any way; (3) upload, store, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; or (4) upload and store any content related to sex, violence, or any other illegal content. Uploading and storing such information will be considered a violation of these Terms and will be cause for immediate termination as set forth in Section 12. If You or ADP terminate this Agreement, Your access to RUN will terminate but You will have the ability to retrieve and download Content stored in Document Vault for a limited amount of time.

3. Background Check Services Fair Credit Reporting Obligations

A. If You request and are approved to receive Background Check Services which include receiving a "Report" or Reports from ADP, You acknowledge it is provided by ADP solely at Your request and instruction and that ADP is not acting as Your agent and not making any hiring decisions for or on your behalf. You also understand and agree that You shall do (and shall cause Your Affiliates receiving the ADP Background Check Services to do) the following:

1. Review the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act ("Notice to Users"), available at https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf and perform the legal obligations set forth in the Notice to Users.
2. Request, use, and maintain Reports in a manner consistent with applicable laws and regulations, as well as Your own hiring and document retention policies.
3. Use the information provided by ADP for one-time use, for the permissible purpose(s) designated in this paragraph (the "Permissible Purpose(s)") only, and only in accordance with applicable laws and regulations. The Permissible Purpose(s) is: Employment Purposes.
4. Before requesting any Report from ADP, make a clear and conspicuous disclosure to the individual who is the subject of the Report (the "Consumer") that a Report may be obtained for employment purposes, making such disclosure in writing and in a document consisting solely of the disclosure.
5. If a Report constitutes an "investigative consumer report," as defined by the federal Fair Credit Reporting Act ("FCRA"), make a clear and accurate disclosure to the Consumer, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the Consumer Financial Protection Bureau's ("CFPB") Summary of Your Rights Under the FCRA, as applicable. Further, upon written request by the Consumer within a reasonable period of time after receipt of the disclosure required by 15 U.S.C. § 1681d(a)(1), timely make a complete and accurate written disclosure to the Consumer of the nature and scope of any investigation requested.
6. Obtain written authorization from the Consumer for each Report prior to requesting any Report and retain such written authorization.
7. Ensure full compliance with the FCRA and other applicable laws and regulations.
8. If You form an intent to take an adverse action, based in whole or in part on any information contained in a Report obtained from ADP, provide (prior to taking the intended adverse action) proper additional notices to the Consumer, a copy of the Report obtained, and a Summary of Rights, as required by the FCRA or any other applicable law or regulation. After providing the additional pre-adverse action notice, You must provide the Consumer a reasonable opportunity to dispute information contained in a Report prior to Your making a final adverse hiring decision or taking any other adverse action based on any information contained in a Report. If You then decide to make a final adverse action, based in whole or in part on any information contained in a Report obtained from ADP, You must provide such additional notices required under the FCRA and any other applicable law or regulation, which notice shall include, at a minimum: (1) the name, address and telephone number of ADP; (2) a statement that ADP did not make the adverse decision and is not able to explain why the decision was made; (3) a statement setting forth the Consumer's right to obtain a free disclosure of the Report from ADP if the Consumer makes the request within 60 days; and (4) a statement setting forth the Consumer's right to dispute directly with ADP the accuracy or completeness of any information in the Report.
9. Take all measures to ensure that Reports will be requested, accessed, and/or viewed only by Your designated representatives, with the understanding that You may disclose information within any Report to the Consumer, in accordance with applicable laws and regulations.
10. Be responsible for the final verification of the Consumer's identity and for the security and dissemination of the customer number provided to You.
11. Ensure that designated representative(s) do not attempt to obtain any Report on themselves or on any other person, except in the exercise of their official duties.
12. Not resell any Report or any of the information contained in a Report.
13. Notify ADP in writing within 10 days of any changes to Your company name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger, change in ownership of 50% or more of Your stock or assets, or any change in the nature of Your business that would in any way affect Your right to request and receive Reports.

B. You certify and covenant to each of the following each time You order a Report with respect to a Consumer in the United States:

1. You certify that You will use the Reports and information contained therein only for the following specific Permissible Purpose(s): Employment Purposes. Relatedly, You certify that You

will not use the Report or information therein for any other purpose.

2. You certify that You have read the Notice to Users and that You have read and understand Your obligations under the FCRA, as well as the possible penalties for requesting Reports under false pretenses or without a permissible purpose.

3. You agree not to place an order for or otherwise request a Report for employment purposes unless (1) You have provided to the Consumer a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, that a consumer report may be obtained for employment purposes and (2) You have authorized in writing the procurement of the Report. You, therefore, certify that, prior to placing any order for a Report for an employment purpose, You will provide the required disclosures to the Consumer and receive the required authorizations from the Consumer in accordance with the FCRA, including, but not limited to, in compliance with 15 U.S.C. § 1681b(b)(2).

4. You certify that You will comply with the pre-adverse and adverse action notice requirements contained in 15 U.S.C. §§ 1681b(b)(3) and 1681m, if You are considering taking an adverse action against a Consumer.

5. You certify that You will not use information from any Report in violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state equal employment opportunity law or regulation.

6. You agree that the action of placing an order for or otherwise requesting a Report constitutes an affirmative certification to ADP as to the Consumer in question, and that by placing an order for or otherwise requesting a Report, You are certifying as to the Consumer in question that: (1) You have provided the Consumer a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, that a consumer report may be obtained for employment purposes; (2) that the Consumer has authorized in writing the procurement of the Report; (3) if applicable, You will comply with 15 U.S.C. § 1681b(b)(3) (Your pre-adverse action obligations); and (4) no information in the Report will be used in violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state equal employment opportunity law or regulation.

7. You agree not to place an order for or otherwise request a Report that constitutes an "investigative consumer report," as defined by the FCRA, unless You have provided a clear and accurate disclosure to the Consumer, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the CFPB's Summary of Your Rights under the FCRA, as applicable. You, therefore, certify that prior to placing any order for a Report that constitutes an "investigative consumer report," as defined by the FCRA, You will provide the required disclosures to the Consumer and receive the required authorizations from the Consumer in accordance with the FCRA, including, but not limited to, in compliance with 15 U.S.C. § 1681d(a).

8. You certify that for any Report constituting an "investigative consumer report," as defined by the FCRA, You will provide additional disclosures as required by 15 U.S.C. § 1681d(b). Specifically, You certify that You will comply with 15 U.S.C. § 1681d(b) by timely making a complete and accurate written disclosure to the Consumer of the nature and scope of any investigation it requests, upon request made by the Consumer within a reasonable period of time after receipt of the disclosure required by 15 U.S.C. § 1681d(a)(1).

9. You agree that by placing an order for or otherwise requesting a Report that constitutes an "investigative consumer report," as defined by the FCRA, the action of placing the order or otherwise requesting such a Report constitutes an affirmative certification as to the Consumer in question, and that You are, therefore, certifying as to the Consumer in question, that: (1) You have provided to the Consumer the written disclosures for investigative consumer reports, as required by 15 U.S.C. § 1681d(a)(1), including a copy of the Consumer Financial Protection Bureau's ("CFPB") Summary of Your Rights under the FCRA, as applicable; and (2) if applicable, You will comply with the additional disclosure requirements imposed by 15 U.S.C. § 1681d(b).

10. To the extent You purchase employment reference verification services in connection with the ADP Background Check Services, You certify that You have read and agree to comply with the terms of use issued by ADP's vendor, TALX Corporation, set forth at www.adpselect.com/gldocs/employmentInformationTerms.pdf, as the same may be amended from time to time upon notice to You.

C. 1. You also agree to take all measures to ensure that Reports will be requested, accessed and/or viewed only by Your designated representatives and only for employment purposes, provided, however, that You may disclose information within any Report obtained from ADP hereunder to an applicant or employee in accordance with applicable law.

2. You understand and agree that You (and not ADP) are solely responsible for ensuring compliance with all laws applicable to users of Reports, including, but not limited to, the disclosure and authorization requirements imposed by 15 U.S.C. § 1681b(b)(2), the disclosure requirements imposed by 15 U.S.C. § 1681d(a)-(b), the pre-adverse action notice obligations imposed by 15 U.S.C. § 1681b(b)(3), and the adverse action notice obligations imposed by 15 U.S.C. § 1681m.

3. Within 10 days following ADP's request, You shall make available for review such records as ADP deems necessary to determine that You are in compliance with applicable laws and regulations relating to the ADP Background Check Services ("Compliance Review"), which records may include, among other things, Consumer and vendor authorizations/consents, but shall not include Your financial records. Your cooperation with this Compliance Review is essential to the continued provision of the ADP Background Check Services. If either (i) You fail to cooperate with ADP in the conduct of a Compliance Review or (ii) as a part of a Compliance Review, ADP determines that You have failed to comply with any laws or regulations applicable to the ADP Background Check Services, ADP may, in its sole discretion and upon notice to You, immediately suspend or terminate the ADP Background Check Services.

4. Either party may terminate the ADP Background Check Services at any time upon 30 days' prior written notice to the other party. Further, if ADP determines that You have failed to comply with any provision of these Terms, ADP may, at its sole discretion and upon notice to Client, immediately suspend or terminate the ADP Background Check Services.

5. You understand that notwithstanding any sample forms provided by ADP, in whatever format, for the Background Check Services, You are responsible for the content of such forms.

4. Fees; Taxes; Payments

A. **Fees/Taxes.** You agree to pay ADP for the Services at the rates specified on the Sales Order, digital purchase page or receipt, or similar document, whether produced on-line, sent to You via email, posted in the RUN platform, or otherwise provided to You by ADP. You will pay ADP for any Services, employees or additional services added by You in the future, and will be responsible for any banking related fees assessed by ADP with respect to such things as wires, insufficient funds, etc., and any applicable fees for additional Tax Filing Services such as amendments, late originals, eFile rejections, etc., at ADP's then prevailing prices and fees, including for the additional services or employees or any services You purchase through the ADP Marketplace. ADP does not impose a charge for accessing its mobile application, but third party providers may charge fees to You to access data. You are solely responsible for any third party fees or charges associated with accessing any mobile application. You will also be obligated to pay any maintenance fees or charges assessed for any 30-day period during which You have not processed payroll (excluding digital purchasers of online payroll subscriptions for which maintenance fees shall not be applicable). If You are a new ADP client processing on RUN, after the initial six months of service, ADP may increase base processing fees and charges for the Services at any time upon at least 30 days prior notice to You but otherwise reserves the right to increase pricing from time to time for any additional per use features and services, including but not limited to those listed

on Your sales order, available through the RUN platform, or sent to You by email or otherwise, and Your continued use of RUN or the Services constitutes Your acceptance of such fees. If You previously processed payroll with ADP on another payroll platform, ADP may increase prices for the Services at any time upon at least 30 days prior notice to You. If You fail to pay any amount due hereunder, whether by acceleration or otherwise, You, on written demand, agree to pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date until the payment date. You also agree to reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. There will be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, excluding taxes based on ADP's net income. In the event that, due to changes in legal requirements, product modifications or enhancements or new product offerings in connection with any Background Check, ADP provides additional services not otherwise included in the selected Background Check Services, as may be modified, enhanced or changed by ADP from time to time, such additional services will be provided subject to an additional charge. In addition, if any change in the implementation of the Background Check Services occurs that requires ADP to devote resources, spend time or other costs not contemplated by this Agreement, You agree to pay such additional costs as required by ADP. If You receive Background Check Services, a service fee will apply when ordering the New York Consolidated Criminal History Report. You agree that Your start date may change depending on when You start processing payroll but these Terms still apply.

B. **Payments.** ADP accepts direct debit of funds ("DDF") as payment for the Services. ADP will not accept cash, checks, C.O.D. orders and wire transfers for the Services. ADP does not accept credit cards except in limited circumstances for specific services. Your bank account will be debited, or Your credit card charged, as applicable. ADP may obtain pre-approval from the credit card company for an amount up to the amount of the order. Billing to Your credit card occurs once You click the Purchase Now button. For those specific services for which ADP accepts credit cards, the following are accepted: Visa, MasterCard, and American Express. PLEASE NOTE: ADP is unable to accept credit cards issued by banks outside of the United States. Debit cards and check cards have daily spending limits that may prevent the processing of Your order. If a purchase is declined online due to credit card issues, please ensure all data is correct and resubmit. If the transaction is not accepted You will be unable to use that card for Your purchase and should use another credit card.

C. You understand, acknowledge and agree that You, and not ADP, are responsible for the payment of any local, state, Federal or other taxes due and in no event will ADP be liable to pay any taxes due from You or Your employees, notwithstanding ADP's Tax Filing Services.

5. License to use the Services

A. RUN, the Services, any content, materials, tools, calculators, text or images and related software and systems are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensors and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. The fees You pay ADP for RUN include a license fee that entitles You to use the related software and systems to access data processing services. The right to use RUN and access the data processing services provided by RUN is granted only to subscribers/licensees of ADP's RUN and their employees, for the sole purpose of using RUN, and this license terminates when You stop receiving RUN. ADP grants You a non-exclusive, non-transferable license to use RUN to access data processing services, and any related documentation supplied to You by ADP. Access to RUN and related systems and software are licensed not sold. You may not modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise try to discover any trade secret contained in RUN or in any software or system used to provide RUN, except and only to the extent that applicable law expressly permits, despite this limitation. You may not transfer, sell, rent, lease, lend or use RUN, the Services or any software or system used to provide them, to any third person or for commercial software hosting or other service bureau services. You may not download all or any part of ADP's proprietary software. You receive no rights to RUN software or systems or intellectual property of ADP or its licensors, except as expressly stated herein. ADP may terminate or suspend Your access to RUN or any related Services (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these terms or are otherwise using the Services in an inappropriate manner.

RUN and related software and systems are intended to permit the transmission of data from within the United States and may not be used or accessed from outside the United States or in any way that violates any applicable international, federal, state or local laws and/or regulations.

B. **Teledata Clients:** If You are a Teledata client, You are not permitted to access or use the ADP proprietary software except to view Your company data, print standard reports and modify employee data. You cannot use the ADP proprietary software to run payroll. As a Teledata client You have chosen to transmit Your payroll, tax and related information to ADP either by fax or over the telephone to an ADP representative. Therefore, the license and software use rights granted under these Terms to use RUN do not apply to You except as noted above.

C. **Mobile Devices.** If you are accessing RUN on a mobile device (a "Device") or downloading the ADP mobile application for Services ("Licensed Application") on a Device, the following additional terms apply.

a) **Services.** The Services available through the Licensed Application are licensed, not sold, to You for use under these Terms, subject to the ADP standard terms of service currently governing ADP's provision of Services to You. If you are downloading the Licensed Application onto a Device to access the Services, then the word "Site" as referenced herein then will be deemed to mean "Licensed Application".

b) **Scope of License.** The license granted to You for the Licensed Application, or by Your use of the Site on a Device, is a limited, non-transferable license to use the Licensed Application or Site by means of a Device that is approved for use for the Services, that You own or control and as permitted by the Device's usage rules. You may not distribute or make the Services available over a network where they could be used by multiple Devices at the same time.

c) **Commercial Items.** The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

d) **Access to other services from Devices.** In addition, third party services and third party materials that may be accessed from, displayed on or linked to the Device are not available in all languages or in all countries. ADP makes no representation that such services and third party materials are appropriate or available for use in any particular location. To the extent You choose to access such services or third party materials from your Device, you do so at Your own initiative and are responsible for compliance with any applicable laws including, but not limited to, applicable local laws. ADP, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ADP be liable for the removal of or disabling of access to any such Services. ADP may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

6. Account Security and Passwords

A. In order to access and use RUN You will be required to provide proper credentials including Your User Name, Password and any other authentication required by ADP ("Authentication") to access RUN. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and Your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of Your Authentication for RUN. You are responsible for any use or misuse of Your account or RUN resulting from any third party, including any individual, contractor or vendor, using any Authentication selected by You or issued to You. ADP will have no liability for any claims or losses as a result of You sharing or allowing access to Your Authentication. You agree to notify ADP immediately of any known or suspected access or use by an Unauthorized Third Party, including unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security, or misuse of RUN known to or suspected by You. You are responsible for maintaining the security and confidentiality of Your Authentication involved in obtaining access to password protected or secure areas of ADP sites and systems and shall not disclose Your Authentication or your confidential information to Unauthorized Third Parties. In order to protect You and your data, ADP may suspend your use of ADP, RUN or the Services, without notice, pending an investigation, if any unauthorized disclosure or use or breach of security is suspected.

B. You may change Your Authentication at any time by following the instructions located under the Security section of the Company Tab ("My Security Profile" and "Change My Password") in RUN. Data transmitted through RUN is encrypted for the user's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for any interception or interruption of any communications through RUN or related software or systems or for changes to or losses of data.

C. In order to protect You and Your data, ADP may suspend Your use of the Services immediately, without notice, pending an investigation, if any breach of security is suspected. In connection with the Background Check Services, You acknowledge that, for security reasons, Your Background Check account may be inactivated by ADP after a prolonged period of inactivity; provided, however, that inactivation of an account does not result in termination of this Agreement. In the event Your Background Check account becomes inactive, You must contact ADP to reactivate the Background Check account. You acknowledge that as a result of an account being deactivated, in certain circumstances, You may be required to provide new certifications with respect to Your obligations under this Agreement and in connection with the Background Check Services.

7. Disclaimer of Warranties

A. NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF RUN OR THE SERVICES OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, FOR ANY PURPOSE. ALL OF THE FOREGOING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SERVICES ARE PROVIDED AS A RESEARCH AND REFERENCE TOOL ONLY AND DO NOT, AND ARE NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. ADP DOES NOT PROVIDE LEGAL ADVICE. ADP AND ITS LICENSORS AND VENDORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO RUN OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU WILL BE RESPONSIBLE FOR (AND NEITHER ADP NOR ITS LICENSORS OR VENDORS WILL BE LIABLE FOR): (1) THE CONSEQUENCES OF ANY INSTRUCTIONS YOU MAY GIVE TO ADP; (2) YOUR FAILURE TO USE RUN IN THE MANNER PRESCRIBED BY ADP; (3) YOUR FAILURE TO PROTECT YOUR AUTHENTICATION, INCLUDING WITH RESPECT TO ADP'S POLICIES REGARDING PROVIDING ACCOUNT AUTHENTICATION ACCESS TO THIRD PARTIES; (4) MAINTAINING AND BACKING-UP ANY INFORMATION YOU ARE PROVIDING OR USING IN CONNECTION WITH THE ADP RUN SERVICES; AND (5) YOUR FAILURE TO SUPPLY ACCURATE INPUT INFORMATION.

B. ADP will not be liable for any damage or losses, including damage, loss or disclosure of data, accounts, revenue or business, arising out of or otherwise related to (1) use of RUN by You or by any other party to whom You have given access to Your RUN account information or RUN; (2) errors, bugs or other defects in RUN; (3) lost company, employee or vendor information (e.g., payroll information, social security numbers, lost records regarding withholdings, etc.); (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission; or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to ADP's records, programs or services; or (6) Your actions with Your employees or vendors, or the use of their information.

C. Third party links, web sites, content and services.

a) ADP prohibits unauthorized links to the Site or the Services and the framing of any information contained on the Site or any portion of the Site or the Services. ADP reserves the right to disable any unauthorized links or frames. ADP has no responsibility or liability for any material on other web sites that may contain links to the Site or the Services. The Services and any web sites may display, include or make available, services, content, data, information, applications, links, terms of use or materials of or from third parties or provide links to certain third party web sites not under the control of ADP. Third party materials and links to other web sites are provided solely as a convenience to You. You acknowledge and agree that ADP is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party materials or web sites. ADP does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third party services, terms, third party materials or web sites, or for any other materials, products, or services of third parties. You also agree that any third party charges that are necessary to use the Site or the Services, such as internet charges and service provider charges, are Your responsibility and not that of ADP. You understand that by using any of the third party services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use such services at Your sole risk and ADP shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. ADP DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT, INFORMATION OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE SITE OR SERVICES, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN ANY USER OF THE SITE OR SERVICES AND ANY SUCH THIRD-PARTY PROVIDER.

b) Services available through or integrated with RUN. At times, ADP may make available to You

through RUN or the Services, or integrate RUN or the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If You use any third party services that are integrated with or linked to the Site or Services which require the transmission, use, sharing, access or exchange of Your Client Content or any other payroll or other data or information You provide to ADP or the third party, You are expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Your use of any third party services will be governed by any terms You agree to with the third party and in the event of any conflict between these Terms and any third party terms, these Terms will apply to the provision of the RUN Services

by ADP to You.

c) ADP Marketplace. ADP may provide You with access to the ADP Marketplace. You acknowledge that any third party application or service purchased by You through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. You will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by You and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

d) Feedback. You acknowledge and agree that You or Your employees may be asked or have the opportunity to provide suggestions, comments, submissions, content or other feedback regarding RUN or the Services ("Feedback") either within RUN, directly to an ADP representative, on an ADP web or social media site or through surveys or links to or from third party sites that may collect such information from You on behalf of ADP. You agree that all Feedback will automatically become the property of ADP, without any compensation to You or any obligation for ADP to review the Feedback, is and will be given entirely voluntarily and any Feedback, even if designated or deemed as confidential by You, will not create any confidentiality obligation for ADP. Furthermore, You hereby acknowledge and understand that, with respect to any Feedback, ADP is and will be free to use, disclose, reproduce, license or otherwise distribute or redistribute, and exploit in any way the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You represent and warrant that You own and have the right to provide such Feedback and will indemnify and hold ADP harmless from and against any claims resulting from a breach of this representation and warranty.

8. Intellectual Property

A. Ownership of Proprietary Rights. All computer programs (other than pre-packaged third-party software), tutorials and related documentation made available, directly or indirectly, by ADP to You as part of the Services are the exclusive property of ADP or the third parties from whom ADP has secured the rights to such Services. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Services and the related logos, names, etc. are reserved. The use of any software included in, or supplied by ADP for use with, the Services will be governed by the license terms of this Agreement and any additional license (whether written, shrink-wrapped or on-line) that may be delivered to You in connection with Your use of RUN (such as any software required to view or print reports generated by RUN). In the event of a conflict, the terms of this Agreement shall prevail.

B. ADP Indemnity. Subject to the remainder of this Section 8B, ADP will defend You in any suit or cause of action, and indemnify and hold You harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: You will take all reasonable steps to limit any potential damages which may result; You will promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action, and You assist as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing Services or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other services, processes or materials not supplied or directed by ADP (where the alleged infringement relates to such combination).

C. Use of Your Authorized Marks. In the event that ADP makes available branding of any materials, cards and/or websites associated with the Services and You request such branding, You grant to ADP, to the card issuers and any third party service providers designated by ADP (collectively, "Authorized Users") the right to display Your trademarks, trade names, service marks, logos and designs designated by You (the "Authorized Marks"), subject to Your right to review and approve the copy prior to the use of such Authorized Marks. This authorization will cover the term of this Agreement and, if You are receiving Pay Card Services, any period of ongoing use of the Cards by employees after termination of this Agreement.

9. Your Warranties

By subscribing to RUN, You make the following representations and warranties: (1) You have the legal capacity and authority to (a) enter into and be bound by these Terms, (b) to subscribe to and use RUN in accordance with these Terms and (c) if You are acting in a corporate capacity, to bind Your company; (2) You will not use RUN for any purpose that is unlawful, or prohibited by these Terms (as may be modified from time to time); and (3) All information supplied by You or by others using Your account is true and accurate, including information submitted as part of the registration, subscription and billing process.

10. Confidentiality/Privacy

A. Confidentiality. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, security, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with its own confidential information. The receiving party will limit access to Confidential Information to its

employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to enforce its rights under this Agreement. In addition to any other authorizations in these Terms, You consent and agree that ADP may (i) disclose Confidential Information to the extent necessary for ADP to perform the Services, (ii) disclose Confidential Information among ADP affiliates, subsidiaries or companies under common control with ADP, (iii) share Your FEIN number(s) with its trusted business partners in order to identify mutual clients, (iv) disclose Confidential Information to a third party, including subcontractors, to the extent that disclosure of such information is required to perform the Services, the Background Check Services or any other Services You requested, or disclosure is required in response to a subpoena, restraining notice, summons or other legal process or in connection with any litigation, (v) disclose Your banking and company information to the ADP banking partner that referred You to ADP, and (vi) disclose Confidential Information in connection with the Background Check Services as is required by ADP under any requirements of governmental data sources and consumer reporting agencies (for which ADP is a reseller), or under or to comply with any applicable laws, rules and/or regulations (including, without limitation, in connection with an audit or regulatory examination by a governmental authority). You acknowledge and agree that ADP or its affiliates may from time to time communicate, including by email, directly with You and/or Your current and terminated employees and/or Your current and terminated payees in order to service or provide the Services, solicit feedback or market its products and services or those of its recommended vendors or partners and may use certain Confidential Information to do so. ADP may also provide access to and the ability to view, print or download pay statements or other information to the extent related to such employee or payee. This access will be provided as part of the Services for the term of this Agreement and ADP may, for such period of time as determined solely by ADP, continue to provide such access to employees following any termination or suspension of the Services as a convenience and to the extent ADP maintains the information in accordance with these Terms. You agree ADP may additionally disclose and/or use Your employee information where the employee has requested and/or provided their authorization to the disclosure and use of the information. Additionally, ADP may share Confidential Information with its affiliate, ADP Broker Dealer, Inc. ("ADPBD") in order for ADP or ADPBD to market or service "Rollover IRAs" for Your terminated employees. You also agree that ADP or ADPBD may disclose such information to a terminated employee to the extent it relates to such employee and acknowledges that ADP or ADPBD may be compensated by a financial institution if an employee selects a Rollover IRA. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP can retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. You also agree that, in addition to the use of Your or Your employees' Confidential Information as otherwise set forth in these Terms, ADP may also use Your, Your employees' and participants' and other Service recipients' information for purposes other than performance of the Services or as otherwise set forth, in an aggregated, anonymized form, such that neither You nor such person(s) may be identified, and You will have no ownership interest in such aggregated, anonymized data. You authorize ADP to release employee-related, and such other data as required to perform the Services, to third party vendors of Yours as designated by You from time to time. For purposes of this Section, "Confidential Information" will mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Services, and will include, with respect to any Background Check Services, the Guide and any ADP operating guidelines which may be provided with respect to the Background Check Services, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes all ADP trade secrets, processes, proprietary data, information or documentation related thereto, any pricing or service information or communications furnished to You by ADP. Your Confidential Information also includes all personally identifiable payroll, employee-level and payee-level data, as well as Your Personal Data as defined below in Section 10B and the attached Data Privacy Appendix.

B. Privacy. ADP is Your service provider and processes data in accordance with Your instructions. The Data Privacy Appendix attached hereto shall supplement these Terms and outline the data protection obligations between You and ADP. Information about You submitted through RUN or the Services is subject to ADP's privacy statement, located at <https://privacy.adp.com/privacy.html>.

11. Limitation of Liability

This Section 11 sets forth the full extent of ADP's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Your remedies. Each of ADP and You acknowledges that the fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 11.

A. ADP Responsibility. ADP will correct any of Your reports, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to You. Additionally, ADP will reimburse You for (i) actual damages You incur as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees, or the loss or misdirection of Your funds in possession or control of ADP due to ADP's error or omission (ii) any penalty imposed against You as a result of an error or omission made by ADP in performing the Tax Filing Services or (iii) any interest assessed against You as a result of ADP holding Your tax funds past the applicable due date as a result of an error or omission made by ADP in performing the Tax Filing Services.

B. Your Responsibility. You will be responsible for (i) the consequences of any instructions You may give to ADP, (ii) Your failure to use the Services in the manner prescribed by ADP, and (iii) Your failure to supply accurate input information.

C. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than as set forth in Section 11.A. regarding ADP errors and any direct damages You incur for infringing claims as set forth in Section 8.B. above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by You or any third party arising from or related to the Services, will be limited to the lesser of (i) the amount of actual damages incurred by You or (ii) ADP's charges for the affected Services; provided however, that ADP's aggregate liability hereunder in any calendar year will not exceed the average charge for one payroll processing paid by You to ADP for the payroll services during such calendar year. ADP will issue You a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by You.

D. No Consequential Damages. NEITHER ADP, NOR YOU WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term and Termination; Your Default; Remedies Upon Default

A. Termination. Either party can terminate this Agreement at any time on at least thirty (30) days prior written notice. Either Party can also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other Party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party stops business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event You, Your employee(s) or any other third party (i) includes in any Services any Client Content, or undertakes any action(s), which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation, including if You have violated, or conducting business with You, a payee or subsidiary of Yours, or the provision of Services to You, is in violation of, or causes or will cause ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates, or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability, including in response to any restraining notice or (ii) wrongfully uses or accesses the Services or any other systems of ADP used in the performance of its obligations under this Agreement or (iii) are involved in any dispute regarding authority to provide ADP with instructions under this Agreement and ADP is unable to determine the authorized contact on the account from whom to take instructions. Additionally, Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from You as required by Section 1C above; (ii) a bank notifies ADP that it is no longer willing to originate debits from Your account(s) and/or credits on Your behalf for any reason, (iii) the authorization to debit Your account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account, (iv) ADP reasonably determines that You no longer meet ADP's credit/financial eligibility requirements for such Services or (v) You have any material adverse change in Your financial condition. In addition to any other termination rights in this Agreement, if ADP determines that You have failed to comply with any provision of these Additional Terms related to Background Check Services, ADP may, at its sole discretion and upon notice to You, immediately terminate any Background Check Services.

B. Post-Termination. If any of the Services are or may be terminated by ADP, ADP will be entitled to allocate any funds available to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP hereunder on Your behalf to a third party) and You will immediately: (i) become solely responsible for all third party payment obligations now or hereafter due (including, for Tax Filing Services, all related penalties and interest), (ii) reimburse ADP for all payments made by ADP hereunder on Your behalf to any third party, and/or (iii) pay any and all fees and charges invoiced by ADP to You relating to RUN. If ADP elects not to terminate any or all of the Services as permitted hereunder, ADP may require You to pay Your outstanding and all future third-party amounts covered by the Services and/or ADP's fees and charges for the Services to ADP by bank or certified check or by wire transfer as a condition to receiving further Services.

13. Funding Indemnification

You will be liable for debits properly initiated by ADP hereunder. You unconditionally promise to pay to ADP the amount of any unfunded payroll (including any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason), on demand and interest thereon at the rate set forth in Section 4A. Also, if any debit to an employee or other Payee's or Your account reversing or correcting a previously submitted credit(s) is returned for any reason, You unconditionally promise to pay the amount of such debit upon demand and interest thereon at the rate set forth in Section 4A. You will be liable for, and will indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Your employees or payees. You agree to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to You or any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP. You agree that in the event You overfund any amount due from You, ADP may return the funds to the bank account on file with ADP.

14. Other Features

A. Data Access/Accountant Connect Feature. When You authorize Your accounting professional or other third party ("Your Representative") to access the RUN Data Access or Accountant Connect feature, You grant Your Representative permission to view, access and/or print electronic reports and tax forms and notices, view, print and download or provide mapping to or for Your general ledger information and run payroll, as authorized by You. The information accessible by Your Representative is generated by RUN based on and/or including Your Client Content. This method of access may permit Your Representative to make changes or updates to Your Client Content, when You authorize Your Representative to process payroll using this feature. Your Representative will have access to employee level information for all employees, and will have the ability to grant that same access to others within their organization. You and Your Representative are solely responsible for any activity conducted with the Data Access or Accountant Connect feature by You or Your Representative, including with respect to Your Client Content, running payroll or general ledger mapping. ADP may keep Your payroll reports and tax forms for a period of time after any termination of Your services for a period of time designated by ADP and make these records and reports available to You or Your Authorized Representative to view, print and/or download, as a convenience, without obligation to do so, if Your Representative was previously authorized to access these records and reports.

B. CPA View Feature. When You authorize Your accounting professional ("Your CPA") to access the RUN CPA View feature, You grant Your CPA permission to view Your company and employee information and, view and/or print Your reports, view, print and/or update tax forms, download Your general ledger information, perform general ledger mappings (assign general ledger accounts to payroll items), as well as to change their login password and update their security profile. The information accessible by Your CPA is generated by RUN based on and/or including Your Client Content. This method of access will not permit Your CPA to make any changes or updates to Your Client Content. Your CPA will have access to employee level information for all employees. You and Your CPA are solely responsible for any activity conducted with the CPA View feature by You or Your CPA.

C. Multi-Company Access Feature. When You are processing Your payroll using RUN for multiple entities, RUN will provide You with the ability, through its Multi-Company Access Feature, to access multiple companies without having to log out of one company and log back into another company. When You utilize the Multi-Company Access feature You can assign multi-company access administrator rights to a RUN user. By doing so You acknowledge that such RUN user will have the authority to set up other RUN users for the feature. The list of companies that a user can access using this feature can be customized for each user. The user's role will be the same for all the companies listed for the user and may be changed during the Multi-Company Access setup. You, Your administrator and any users designated using this feature are responsible for any activity conducted in RUN.

15. General

A. Inducement. You have not been induced to enter into this Agreement by any representation or warranty

not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, including any printed terms You may have signed, and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement contains the most updated RUN terms and may be modified from time to time. In the event of a conflict between these Terms and any other previously signed agreements, these Terms will apply unless You have signed a *Resource on Run Client Services Agreement* ("Resource CSA") in which case the Resource CSA will govern the provision of those Services to You.

B. No Third Party Beneficiaries ADP has no obligation to any third party (including, without limitation, Your employees and/or any taxing authorities) by virtue of this Agreement. Other than with respect to ADP's vendors/licensors as set forth under sections 1(F)(xvii), 7 and 11 above, there will be no third party beneficiaries to this Agreement.

C. Force Majeure Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failure or other cause beyond the party's reasonable control.

D. Non-Hire During the term of this Agreement, You will not solicit the employment of any ADP employee who has been involved in furnishing Services hereunder.

E. Waiver The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. Severability If any of the provisions of this Agreement will be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of You and ADP will be construed and enforced accordingly.

G. Relationship of the Parties You and ADP expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

H. Governing Law This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

I. Pricing The prices stated herein or in any sales order are not contingent or dependent on, or in any way related to, Your purchase of other products or services from ADP not covered hereunder, and will be honored regardless of whether or not such other products or services are purchased.

J. Printing These Terms and Conditions of Service If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms, please visit RUN customer service Web site and send an email requesting a hard copy. You may view Your Terms on the Forms page in the Support pages within the RUN application.

EXHIBIT A

Pay Card Terms and Conditions of Service

(i) Pay Card Services shall refer to ADP's payment of certain of Your Payees, through a Pay Card for wages, commissions, consulting fees or similar compensation or work-related expenses ("Permitted Payments") which are to be paid in Your normal payroll cycle. Pay Cards are issued by a financial institution selected by ADP (the "Issuing Bank"). The Pay Cards issued to Payees of Yours may be referred to herein collectively as the "Cards" or each a "Card" or "Pay Card" and Payees of Yours who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder". You will assist and cooperate with ADP in the use of the Pay Card Services and will assign a liaison person to so assist ADP. You agree that You will use the Pay Card Services solely to direct legal Permitted Payments to Payees via the Pay Cards. You also agree that You will not unduly influence a Payee's decision with respect to receiving their Permitted Payments via a Pay Card. In addition, unless approved by ADP in writing, You agree that You may not make Cards available to individuals residing in any country other than the United States, and You represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States, including employment eligibility laws, and are for services rendered in the employment context. You shall not mail, distribute, transport or otherwise provide Cards to any individual outside the United States without the express written consent of ADP.

(ii) You understand and acknowledge that access to the ADP Pay Card Services shall be conditioned upon You passing ADP's credentialing process prior to implementation and passing any additional credentialing that ADP may deem necessary in connection with the ADP Pay Card Services. You further understand that the Pay Card Services may be modified as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations.

(iii) Cardholder Set-Up. You will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank or ADP. You represent and warrant that You have all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA (as defined below), for Payee to (a) receive payments from You on its Card and (b) participate in the ADP Pay Card Services. You agree to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the ADP Pay Card Services to ADP and/or Issuing Bank upon request and agree that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank or ADP. You, and not ADP nor any of its subcontractors, is responsible for reviewing all enrollment information supplied by such Payees and confirming that it is accurate and complete. Prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, You will: (i) inspect identification documents that will verify such Payee's identity and eligibility to work in the U.S. ("Identity Verification Documents") (e.g., (1) a passport or (2) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card or (3) a U.S. issued driver's license and birth certificate); and (ii) obtain from such Payee and provide to ADP the following information, which information provided shall be accurate and verified by You: (a) name; (b) residential street address (a Post Office Box is unacceptable); (c) date of birth; (d) social security number for U.S. citizens and permanent residents (or other government issued ID number acceptable to ADP and Issuing Bank for individuals who are not U.S. citizens or permanent residents); and (e) personal telephone number. You agree to provide such additional information as may be required by ADP or the Issuing Bank in issuing a Card. You further agree that ADP or Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee set up on the Cardholder database or participating in the ADP Pay Card Services and that a Payee may be denied ADP Pay Card Services for several reasons, including Your or Payee's failure to provide accurate information or the inability by ADP or Issuing Bank (directly or through a subcontractor) to validate the personal information of the Payee. You also covenant to ADP and Issuing Bank that, with respect to each Cardholder, You will: (i) make and preserve either of the following: (a) at least one (1) copy of all Identity Verification Documents; or (b) a description of the Identity Verification Documents that were relied on by You noting the date the Verification Documents were reviewed, type of document (e.g., driver's license, government issued identification, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date, provided that if You utilize the Pay Card to pay independent contractors who use form 1099, You will preserve a copy of all Identity Verification Documents as required by (i)(a) above for those Payees. You agree to retain such documentation during the time that such Payee is a Cardholder until the earlier of (a) five years from termination of Your obligation to make payments to such Payee or (b) five years from termination of such Payee's Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and You shall retain such documentation for such longer retention period.

(iv) Issuance of Pay Cards. You may be issued an inventory of instant issue Cards. If You are issued instant issue Cards, You are responsible for distributing Cards to Your Payees from Your inventory of Cards. Prior to providing Payee's information to ADP to issue a permanent Card or load value on an instant issue Card, You shall provide each Payee with the following notice required under the USA Patriot Act: "IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a Prepaid Card account, we may require your name, address, date of birth, Social Security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing a Card to any Payee, You shall (i) remove the account routing information from the card kit; and (ii) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials. You will provide Cardholders with any other information and materials regarding the ADP Pay Card Services provided to You from time to time that is necessary for Issuing Bank or ADP to comply with applicable laws or regulations. You will be responsible for the safekeeping of the inventory of Cards received by You and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of Yours. You shall not, under any circumstance, disclose or make available the account routing (ABA/DDA) number to any Payee. You shall direct Payees to the Cardholder services telephone number to obtain account routing (ABA/DDA) number as there are additional requirements that must be met before Payees are provided their account routing (ABA/DDA) number. The amounts to be loaded to each Cardholder's Pay Card will be provided to ADP by You through one of ADP's standard payroll transmission methods available to You or another means agreed to by ADP and You. You acknowledge that Payees must accept the Cardholder Terms and Conditions and that the Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions.

(v) Card Status. You are responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has not been activated, or has been terminated, cancelled or is in inactive status.

(vi) Cardholder Services. ADP will make available Cardholder services to Cardholders. You will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is in the Cardholder agreement provided with each Card. Notwithstanding the foregoing, You will be responsible for resolving all disputes by Cardholders regarding amounts credited or debited to the Cards at Your request.

(vii) Cardholder Communication and Card Features. You understand that Cardholders may receive notices, mailings and other communications directly from ADP or the Issuing Bank. In addition, ADP may make additional Card features available to Cardholders (e.g., secondary cards, card portability, reward programs, etc.).

(viii) Issuing Bank. All Cards issued to Cardholders are the property of Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms and Conditions. In the event of cancellation of a Card, such Payee will be required to resume another means of payment made available by You.

(ix) Cardholder Information. You understand that You are not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to You. You agree to treat all Cardholder account information, including Card transaction records, and all other information related to the Issuing Bank or ADP's provision of ADP Pay Card Services to Cardholders, whether provided or made available to You by ADP or Issuing Bank (or their respective agents and subcontractors), as confidential in accordance with the terms of Section 10 of the RUN Terms and Conditions of Service.

(x) Cardholder Fees. You acknowledge that separate fees and charges will be applied to Cardholders' Cards as set forth on the fee schedule provided to each Payee with the card kit prior to activation of the Card and such fees and charges are the responsibility of the Cardholder. Such Cardholder fees and charges are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by You.

(xi) Use of Your Authorized Marks. In the event that ADP makes available branding of any materials, Cards and/or websites associated with the ADP Pay Card Services and You request such branding, You grant to ADP, the Issuing Bank and any third party service provider designated by ADP (collectively, "Authorized Users") the right to display the Authorized Marks on the materials, Cards and/or websites associated with the ADP Pay Card Services, subject to Your right to review and approve the copy prior to the use of such Authorized Marks. The term "Authorized Marks" shall refer to any trademarks, trade names, service marks, logos and designs designated by You for branding in connection with the ADP Pay Card Services. This authorization shall cover the term of this Agreement and any period of ongoing use of the Cards by Payees after termination. You understand that various marks identified with ADP, the Issuing Bank and other parties providing services with respect to the Cards may also appear on the materials, Cards and/or websites associated with the ADP Pay Card Services. You shall indemnify and hold harmless the Authorized Users from any loss, damages, claims, liabilities or expenses (including reasonable attorney's fees) that they may incur as a result of any claim that an Authorized User's use of or reference to the Authorized Marks as permitted herein infringes on the right of any other party.

(xii) Use of Issuing Bank's Marks. Except for materials and collateral provided by either ADP or the Issuing Bank, You agree that You will not use the name or marks of the Issuing Bank in any materials You distribute or make available to Your Payees without the Issuing Bank's prior written consent, as applicable.

(xiii) Payee Information. Notwithstanding the provisions of Section 10 of the RUN Terms and Conditions of Service, You agree that ADP and its subcontractors providing ADP Pay Card Services may disclose information to a Cardholder related to Your loads to Cardholder's Card and Card enrollment information provided by You regarding Cardholder and may otherwise use or disclose information regarding a particular Cardholder with the consent of that Cardholder or consistent with the Cardholder agreement and/or privacy policy applicable to that Cardholder.

(xiv) Your Responsibility for Compliance with Laws. Regarding the ADP Pay Card Services, the following provision shall apply in place of Section 1.E. of the RUN Terms and Conditions of Service with respect to laws and governmental regulations affecting the ADP Pay Card Services. Subject to Your fulfillment of Your compliance responsibilities under the Federal Reserve Board, Regulation E (12 CFR 1005, "Regulation E") as set forth below, ADP shall be responsible for compliance with the other requirements of Regulation E applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, You (and not ADP, the Issuing Bank or their agents and subcontractors) are solely responsible for (i) compliance with all laws and governmental regulations affecting Your business, including state labor and payroll laws and the permissibility of the ADP Pay Card Services under such laws and federal employment eligibility laws, and (ii) any use You may make of the ADP Pay Card Services to assist You in complying with such laws and governmental regulations. In addition, You shall be responsible for compliance with those requirements of Regulation E controlled by You. Without limitation of the foregoing, You will fulfill the following responsibilities: (i) You will distribute to Your Payees all documentation (including, without limitation, Card fees and charges disclosure schedule and Cardholder Terms and Conditions) that ADP makes available to You for distribution purposes, and (ii) You will not mandate that any Payee receive wages only on the Pay Card; in lieu of such mandate, You will provide to Payees other legally permissible options for payment of wages. You also represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States and are for services rendered in the employment context for Payees who are legally eligible to work in the U.S. You will not rely solely on Your use of the ADP Pay Card Services in complying with any laws and governmental regulations.

(xv) Audits and Information Requests. You agree that upon prior notice from ADP or Issuing Bank, ADP, Issuing Bank and any regulatory authorities which have jurisdiction over the Issuing Bank or ADP shall have the right to audit and inspect Your books and records related to the ADP Pay Card Services and Your performance of Your obligations with respect thereto, including, without limitation, the following: (i) Your records pertaining to the set-up of Payees on the Cardholder database and participation of Cardholders in the ADP Pay Card Services; and (ii) the Identity Verification Documents. Subject to applicable law, You agree to provide Issuing Bank or ADP with information and documents related to the ADP Pay Card Services in Your control or possession (x) in connection with inquiries or requests made by regulators or other enforcement agencies or authorities or (y)

where provision of such information and documents is otherwise necessary for Issuing Bank or ADP to demonstrate compliance with applicable law, regulatory requirements or network rules to which Issuing Bank or ADP is subject.

(xvi) Network Rules. ADP Pay Card Services are subject to financial industry rules and compliance standards imposed by various card/payment networks or associations (collectively, the "Network Rules"). You agree, to the extent You utilize ADP Pay Card Services, to comply with Network Rules identified by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.

(xvii) Third Party Beneficiary. Notwithstanding Section 15 of the RUN Terms and Conditions of Service, You acknowledge and agree that Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement (as it relates to ADP Pay Card Services) entitled to enforce each of the provisions of this Exhibit and the RUN Terms and Conditions of Service specifically listed below against You as well as the limitation of liability provisions of Section 11 of the RUN Terms and Conditions of Service, including in equity and in law, as if it or they were a party hereto. The provisions of the RUN Terms and Conditions of Service applicable to the foregoing sentence include Sections 1C and 12A and the provisions of this Exhibit A applicable to the foregoing sentence include Sections (ii), (iii), (iv), (viii), (ix), (xi), (xii), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix), (xx) and (xxi). You acknowledge and agree that Section (ix) (Cardholder Information) and Section (xx) of this Exhibit A, and Section 11 (Limitations of Liability) of the RUN Terms and Conditions of Service, and Section (xix) (Indemnification) of this Exhibit A shall survive termination or expiration of this Agreement and the RUN Terms and Conditions of Service.

(xviii) Liability for Interruptions and Delays. Neither ADP nor the Issuing Bank shall be liable or deemed to be in default for any act, failure to act, negligence or bad faith by, or the insolvency of, any clearing house, card network or card association governing use of the Cards issued hereunder. Neither ADP nor the Issuing Bank shall be liable for any damages to You arising from any decision to refrain from or delay originating debit/credit entries or issuing ADP Checks or crediting amounts to any Pay Card (a) after reasonable efforts to verify Your instruction or such debit/credit entries by the required security procedure have failed, (b) due to Your creditworthiness, or (c) because ADP has not received timely funds from You as required by Section 1.C. of the RUN Terms and Conditions of Service.

(xix) Client Indemnity. You shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of Your compliance obligations hereunder, any fraudulent or criminal acts of Your employees, including as a result of the theft or misappropriation of any Cards (or any negotiable instruments that may be issued with Cards) by Your employees (e.g., the issuance of unauthorized Cards or fraudulent use of negotiable instruments) or the loading of unauthorized value onto Cards. You also agree to defend, indemnify and hold harmless Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with Your negligence in connection with Your use and/or provision of the ADP Wage Payments Card Services or otherwise in connection with Your performance or obligations under this Agreement.

(xx) No Consequential Damages. IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, ADP OR ANY OF ADP'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH YOU MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE ADP PAY SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(xxi) Termination. You agree that the ADP Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days notice to You if ADP or the Issuing Bank believes that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the ADP Pay Card Services (or any feature thereof) in such jurisdiction.

Notwithstanding anything to the contrary herein, ADP may immediately in ADP's sole discretion suspend any of the ADP Pay Card Services or terminate this Agreement and/or any of the ADP Pay Card Services and declare all amounts due and to become due immediately due and payable by You if: (i) ADP reasonably determines that You may be engaged in illegal activity or that You may be utilizing any of the ADP Pay Card Services in an illegal manner; (ii) the Originating Bank notifies ADP that it is no longer willing to originate debits or credits for any reason; or (iii) with respect to the ADP Pay Card Services, the Issuing Bank cancels the Cards issued on Your behalf or advises ADP that it is no longer willing to service the Cards, provided that in such instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing ADP Pay Card Services during such search for a successor Issuing Bank.

If the ADP Pay Card Services are or may be terminated by ADP pursuant to this section, You will immediately become solely responsible for all of Your third-party payment obligations covered by such ADP Pay Card Services then or thereafter due.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under applicable law and supplements the Agreement, including the Privacy provisions included in Section 10 (Confidentiality/Privacy), between ADP, Inc. and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf.

PART I - GENERAL

1. **Client Obligations.** Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Laws; and (c) Client has authority to provide under Applicable Law.

2. **ADP Obligations.** ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Laws; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.

ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. **De-identification and Aggregation.** In addition to any rights granted to ADP in Section 10 of the Agreement to use aggregated and anonymized data, ADP will not attempt to, and will not, re-identify any of Client Personal Data.

4. **Transfers to Subprocessors.** ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country in which Client Personal Data was collected. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.

An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, shall be made available in the RUN platform. Such list may be updated from time to time.

5. **Compliance Obligations.** ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Laws.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. **Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Personal Data against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with Applicable Laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of Client Personal Data.

7. **Data Security Breach - Notification.** If ADP becomes aware of a Data Security Breach of Client Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by Applicable Law.

8. **Data Security Breach - Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

9. **Client Instructions.** When receiving Client instructions regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to Client instruction.

10. **Assistance.** ADP will assist Client with Client data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests and complaints and providing Client with relevant information for conducting data protection impact or risk assessments. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from Client Employee, ADP shall promptly forward the Employee request to Client.

11. **Client Audit.** ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably consider that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:

- (a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,
- (b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to

(i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP clients. ADP will charge Client a reasonable fee for such audit.

PART II - GDPR

12. **Scope.** This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf, governs. ADP has obtained EU authorization of its ADP Privacy Code.

13. **International Transfers.** For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

14. **Additional Subprocessor Obligations.** Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

15. **ADP Privacy Code EU Authorization.** ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

PART III - Miscellaneous

16. **Order of Precedence.** In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.

17. **Scope.** This Data Privacy Appendix provides no additional rights to Client Employees that are not already provided under the Applicable Law to which Client Employee is subject.

CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT

Client Name TURNBULL CREEK COMMUNITY DEVELOPMENT
DISTRICT

Branch

Co.Code

Additional Applicable Company Codes

With respect to the services for which ADP, Inc ("ADP") has been engaged as described in the services agreement or other understanding between ADP and Client (each, a "Service" and collectively the "Services"), Client agrees to the debit method listed below for collection of Services selected below. Client agrees to the ACH debit method listed below for collection of the applicable fees for Services, all pursuant to this Client Account Agreement and Authorization to Debit/Credit, including Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP out of Client's applicable bank account (the "DDA Account") at the financial institution specified below ("Bank"). Additional authorizations may be required by Client's Bank(s) authorizing reverse wire and/or ACH transactions. Client acknowledges and agrees that the implementation and ongoing provision of Services are conditioned upon Client passing (and continuing to pass) credentialing and bank account and balance verification processes that ADP may deem necessary in connection with the provision of Services utilizing data available to ADP.

☐

Yes

☐

No

(Check as applicable and, if yes, complete Exhibit B): Client will be utilizing ADP's Payment Services to initiate payments on behalf of non-Affiliates of Client.

Client understands and agrees that (1) it has an ongoing obligation to inform ADP if Client's response changes for any reason, which may require Client to execute a new Client Account Agreement, and (2) ADP may provide the names of any non-Affiliate to its bank partners.

DEBIT METHOD (Check Applicable Boxes):

Note: This Section for Products/Services only

☐

Reverse Wire

ADP will initiate request for a wire transfers of funds from the DDA ACCOUNT indicated below in accordance with the Reverse Wire provisions of this Agreement. Each applicable BANK is authorized to charge the applicable DDA Account in accordance with the Reverse Wire provisions of this Agreement.

☒

ACH (Please refer to the ACH Debit Filter page for Bank Authorization/Setup)

ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. **NOTE: CLIENT qualified for ACH may be required to initiate funding via direct wire for debits exceeding the dollar limit established by ADP (in its sole discretion).**

☐

ACH/REVERSE WIRE (X80-Over ACH Dollar Limit)

ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. In the event a debit exceeds the established threshold for ACH processing, Client agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire instructions of this Agreement. (Recommended)

BANK INFORMATION:

***FSDD & ADP Check funds must be debited from the same account**

☒ Payroll Taxes ☒ FSDD* ☐ ADPCK* ☐ Pay Card ☐ ACA ☐ WGPS ☐ Wage Garnishment ☐ Retirement Svcs ☐ Workers Comp ☐ Other

BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire <input type="checkbox"/> ACH <input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

☐ Payroll Taxes ☐ FSDD* ☐ ADPCK* ☐ Pay Card ☐ ACA ☐ WGPS ☐ Wage Garnishment ☐ Retirement Svcs ☐ Workers Comp ☐ Other

BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire <input type="checkbox"/> ACH <input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

ACH FEES FOR SERVICES

ADP will initiate ACH debits for its Fees for Services from the DDA Account indicated below in accordance with the ACH provisions of this Agreement. The applicable BANK is authorized to charge the applicable DDA Account in accordance with the ACH provisions of this Agreement.

☒ Same bank information as above

<input checked="" type="checkbox"/> Fees for Services (ACH Debit Method)	
BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact

BANK Address	BANK Phone
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COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK OR PAY CARD IS INDICATED ABOVE:

Est. No. of Employees: 5	ADPCheck Partner Bank:	FSDD Start Date: 01/19/2023	ADPCK Start Date:	Federal ID# 20-1429812
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In consideration of each BANK's compliance with this authorization, CLIENT agrees that such BANK's treatment of any charge, and such BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, such BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the applicable DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement shall control with respect to any money transmission services, including Payment Services. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on CLIENT'S behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until the applicable BANK(s) and ADP have each received such notice and have had reasonable time to act upon such notice.

Client Signature: _____ Date: 01/11/2023

Client Name & Title: _____

(Must be an authorized signatory on the accounts listed above)

FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT

CORPORATE CHECK (This bank account below will be printed on your company checks.):

BANK Transit/ABA #	BANK Account(DDA)#	
Bank Name	Starting Check Number:	
Bank Address		

ACH FEES FOR SERVICES

Client understands that funds representing the total of Fees for Services must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client after such services are rendered. ADP will initiate a transfer of such funds out of such DDA Account on such date.

REVERSE WIRE

CLIENT understands that funds representing the total of payment obligations for selected Services, must be on deposit in the applicable DDA Account no later than the date(s) specified in the services agreement between ADP and CLIENT. ADP will request such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP). In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer.

For ADP contingency purposes, ADP recommends both bank accounts listed in the chart below be set up at the Clients bank.

NOTICE

CLIENT acknowledges that if sufficient funds are not available by the funding due date required, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all CLIENT third-party payments and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Fees for Services. Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH Transactions (IAT) without first (1) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form as directed by ADP) and (2) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.

ADP Check, FSDD, Garnishment Services, Pay Card, WGPS, Garnishment Services, Other

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835673	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374926	Reverse Wire Impound

Tax & 401K

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835681	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374934	Reverse Wire Impound

Workers' Compensation

Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192836812	Reverse Wire Impound

EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S and its Originators, if any, compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.
- (x) CLIENT acknowledges and agrees, to the extent applicable, that (1) prior to initiating any Entries on behalf of an unaffiliated third party, Client will enter into agreement with such third party in accordance with the requirements set forth in the NACHA Rules prior to initiating any Entries on behalf of such third party and (2) Client is responsible for such third-party's compliance with the NACHA Rules

ACH Debit Filters – ADP Company ID's (Does not apply to wire transactions)

What is an ACH Debit filter?

An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

What is a Company ID?

The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

What do I need to do with these numbers?

To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

How do I know what ID to use?

We've made it easy by including all of the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds			
ADP Bank	Payment Type	Domestic ID	IAT* ID
Bank of America	ACH	9333006057	E133036745
Harris	ACH	9333006057	E133036745
JPMorgan Chase	ACH	9333006057	E133036745
JPMorgan Chase	ACH (Flexible Spending)	9666666606	H133036745
JPMorgan Chase	ACH (Workers Comp)	9555555505	G133036745
JPMorgan Chase	ACH (TotalSource Only)	8238112001	N/A
JPMorgan Chase	ACH (TotalSource Only)	9238112001	N/A
PNC	ACH	9333006057	E133036745
Wells Fargo	ACH	9333006057	E133036745
Wells Fargo	ACH (Property & Casualty)	9333006058	D133036745
Wells Fargo	ACH (Benefit Services)	9333006060	E133036745
Wells Fargo	ACH (Health & Benefits)	9333006059	G133036745
Tax Company IDs Employer Impounds			
Bank of America	ACH	1941711111	V133036745
Bank of America	ACH	1223006057	N/A
Bank of America	ACH	2223006057	W133036745
Harris	ACH	0001600238	S133036745
JPMorgan Chase	ACH	1223006057	U223006057
PNC	ACH	1223006057	U133036745
Wells Fargo	ACH	9095926526	Y133036745
Wells Fargo	ACH	1223006057	U133036745
Wells Fargo	ACH	1223006057	U133036745
Direct Debit of Fees (DDF) Company IDs			
Bank of America	Direct Debit of Fees	9223006057	N/A
JPMorgan Chase	Direct Debit of Fees	9659605001	N/A
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)	9659605002	N/A

*IAT = International ACH Transaction

Exhibit B

List of Non-Affiliates for Payment Services

Please provide the legal name for each non-Affiliate for which Client will cause ADP to initiate payments.

Non-Affiliate Legal Name	FEIN	Industry



**Reporting Agent Authorization
(State Limited Power of Attorney &
Tax Information Authorization)**
(In accordance with Internal Revenue Service
Revenue Procedures)

1 Co/Code	2 Branch	3 Federal ID Number
		20-1429812
4 If you are a seasonal employer, check here . . .		

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)
TURNBULL CREEK COMMUNITY DEVELOPMEN

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

7 Address(number, street, and room or suite no.) City or town, state and ZIP Code
3434 Colwell Ave Tampa,
Ste 200 FL 33614-8390

REPORTING AGENT: ADP Tax Services, 400 West Covina Boulevard, San Dimas, CA 91773 ID # 22-3006057

Authorization of Reporting Agent to Sign and File Returns (Caution: See Authorization Agreement)

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	2023	941	1 2023	940-PR	N/A	941-PR	N/A	941-SS	N/A	943	N/A
Tax Year		Qtr/Yr		Tax Year		Qtr/Yr		Qtr/Yr		Tax Year	
943-PR	N/A	944	N/A	944-PR	N/A	945	N/A				
Tax Year		Tax Year		Tax Year		Tax Year					

Authorization of Reporting Agent to Make Deposits and Payments (Caution: See Authorization Agreement)

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	1 2023	941	1 2023	943		944		945	
Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr	

Disclosure of Information to Reporting Agent

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notices and other communications from the IRS, related to the authorization granted on Line 8 and/or Line 9.

☒

10b Check here if the Reporting Agent also wants to receive copies of notices from the IRS

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Form W-2 Series or Form 1099 Series Disclosure Authorization

11 The Reporting Agent is authorized to disclose otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the form W-2/1099 series information returns. This authority is effective for calendar years beginning:

W-2	2023	1099
Tax Year		Tax Year

State and Local Authorization (Caution: See Authorization Agreement)

12 By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and file tax returns and make deposits electronically, on magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits. ADP is also hereby authorized to receive notices, correspondence and transcripts from all applicable state and local jurisdictions, resolve matters pertaining to these deposits and filings, and to request and receive deposit frequency data and any other information from applicable state and local jurisdictions related to taxpayer's employment tax returns and deposits for the tax periods indicated in Section 8 and all returns filed and deposits made by ADP from the date hereof.

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This authorization shall include all applicable state and local forms and shall commence with the tax period indicated and shall remain in effect through all subsequent periods until either revoked by the taxpayer or terminated by the ADP. Unless the taxpayer is required to file or deposit electronically, ADP will, in its discretion, file and make deposits on the taxpayer's behalf in one of the filing methods: electronic, magnetic media or paper.

1 2023

Qtr/Yr

Authorization Agreement	13 Signature of Taxpayer or Authorized Representative
<p>I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If Line 8 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 9 are completed, the Reporting Agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or Reporting Agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on Line 8 and/or Line 9 including disclosure required to process Form 8655. Disclosure authority is effective upon signature of the taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.</p>	I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.
	Name (Required)
	Title
	Signature (Required)
	Date (Required) 01/11/2023

For Privacy Act and Paperwork Reduction Act notice, see attached.

TX-6931 Revised: 03/10/2015

UZA

ADP eSignature Info

Date/Time:

IP:

ID:



Company Legal Name: TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Applied For ID

This is to notify ADP® that I recently applied for identification number(s) for the State, Unemployment and / or Local jurisdiction(s) identified as “Applied For” below and have not received identification number(s) from appropriate state jurisdictions.

For states that have specific requirements for obtaining identification numbers (i.e., cannot apply until wage requirement is met or until my company processes their first payroll)., I understand that I am responsible for obtaining identification numbers and providing them to ADP, once my company meets state requirements for obtaining the identification number(s).

Proof Waiver for State Jurisdictions

This is to notify ADP that I am unable to provide proof of identification number(s) for the state withholding, state unemployment, and/or local jurisdiction(s) identified below.

State Name	State Income Tax ID Number	State Unemployment ID Number
FL		9980294

By my signature below, I hereby release and hold harmless ADP from any and all claims, liabilities, interest and/or penalties as a result of the Company’s inability to provide the necessary proofs including but not limited to those arising from rejected filings and deposits due to missing or incorrect ID number(s), incorrect deposit(s) frequency and/or experience rate(s).

Client Authorized Signature: _____

Client Title: _____

Date: _____

Client Appreciation Program

Do you own any other businesses?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Who of your friends and family own businesses?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Who is your business mentor?	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

Additional Referral	
Business Name:	
Contact Name:	
Phone Number:	
Email:	

ADP Online Client Appreciation Program

Terms and Conditions of Use

These Terms and Conditions of Use ("Terms") are an agreement between ADP, Inc. ("ADP"), on behalf of its Small Business Services line of business ("SBS"), and You and apply to the ADP Online **Client Appreciation** program (the "Program") described in these Terms. By enrolling in or using the Program, You agree to be bound by these Terms, including any modifications and/or updates made by ADP from time to time and posted on any applicable web site, as they relate to the Program. If You do not agree to these Terms or any updates, do not enroll in or use the Program. "You" and "Your" means You, Your company, Your employees, Your subsidiaries, Your affiliates and Your agents whom You have enrolled as "users" of the Program, all of which agree to be bound by these Terms, any applicable additional terms, updates, policies and any other terms and guidelines found throughout the Program.

1. THE PROGRAM AND REFERRAL ACTIVITIES. The Program is designed to enable ADP's SBS clients that are processing payroll using ADP's RUN Powered by ADP® ("RUN") payroll processing platforms, to refer other RUN clients to ADP and receive the rewards set forth herein for such referrals. The Program consists of the ability by SBS clients to access the ADP client referral rewards web site currently located at www.adpreferralrewards.com, or such other address as ADP may determine from time to time, hosted by ADP or its third party vendor ("Rewards Site"), enroll in the Program, accept these Terms, either upon registration through the Rewards Site, or when otherwise prompted to accept these Program Terms, and make referrals to ADP and, in exchange for referrals that become new ADP Clients (as defined below) under and pursuant to these Terms, receive the rewards set forth herein. ADP is willing to perform the RUN payroll and payroll related tax filing data processing services (the "Services") for businesses referred to ADP by You that wish to receive any or all of such Services ("Prospects") and that sign ADP's standard forms of agreement and meet ADP's eligibility requirements covering such RUN Services (the "Clients"). In exchange for Your referrals, ADP shall, for each eligible Prospect referred to ADP under this Program that becomes an ADP RUN Client and begins processing Services with ADP and continues processing for thirty (30) consecutive days, award You the credit or reward ("Reward") under the Program as set forth herein, and/or free payroll, as applicable, for as long as You remain a RUN client of ADP and process payroll which results in an invoice to You. If You are new to the Program or are re-enrolling in the Program, You will not be fully enrolled in the Program or begin receiving any rewards or credits until ADP acknowledges Your agreement to these Terms by sending You an electronic acknowledgment by e-mail confirming Your enrollment. You agree that You will provide a fully-completed and signed W9 form to ADP upon request which You acknowledge may be a pre-condition to receiving payments.

2. REWARDS AND/OR FREE PAYROLL. You will be awarded Rewards and/or free payroll as set forth below for each eligible RUN Client that You refer that starts processing Services with ADP during each twelve-month period of this Agreement during the Term (as defined below in Section 5) starting with and as measured by Your enrollment date ("Annual Period"). Referred Clients must each complete thirty (30) consecutive days of processing Services with ADP to qualify toward the Reward or free payroll. Rewards and free payroll will be awarded as follows:

- For each new referred Client that starts processing up to the first two (2) - 100 Reward points each;
- For 3 Clients - Free payroll processing for one year as set forth below to a maximum credit of \$2,500;
- For each referred Client after the 3rd that starts processing during any Annual Period - 100 Reward points each.

Each Reward point shall be equal to \$1.00 / point rewarded. Points shall accumulate in a rewards bank and shall be accessible and redeemable at the web site of ADP's rewards redemption vendor ("Rewards Redemption Vendor"), and shall be issued as either a virtual or hard copy prepaid card, or such other merchant card as may be selected by You from available options at the Rewards Redemption Vendor's website ("Rewards Website"). The Rewards Website shall be hosted and managed by ADP's third party Rewards Redemption Vendor whose terms and conditions will apply, including with respect to the card issuance and redemption options. By using the Rewards Redemption Website, agreeing to receive or receiving any cards or other rewards accessible through the Program or the Rewards Redemption Website, You acknowledge and are agreeing that ADP may share Your information with ADP's third party Vendors that administer or are involved with the Program and/or any card issuers that provide cards through the Program, including personal information of Yours. You also agree that such third party Vendor's and card issuers may have terms, verification processes and procedures to which You may be subject in order to participate and with respect to which ADP may be required to share Your information, which shall include any identification verification or data. You further agree that ADP shall have no liability or responsibility with

respect to such Vendors, sites, cards, card issuers or any rewards options available at the Rewards Website. You also acknowledge and agree that use of the Rewards Website and/or participation by You in this Program shall constitute Your express authorization for ADP to share Your information, including personal information, as may be required for You to access the Rewards Website and redeem points awarded to You under the Program. You also agree to provide and be responsible for any information as may be requested by the Rewards Redemption Vendor or its agents in order for the Rewards Redemption Vendor to fulfill its obligations under the Program or issue any cards and You acknowledge that Your failure to do so may result in cards being declined, suspended or cancelled or Your account being unavailable or inactivated. You also agree that You will be responsible for any email or physical shipment addresses You provide if different than the addresses You provided to ADP upon enrollment or thereafter.

You represent and warrant that the Card Program hereunder does not constitute payment of “commissions” or “compensation” to You or Your employees, and is therefore not subject to regulation under Regulation E of the Electronic Funds Transfer Act and its Official Staff Commentary as issued August 24, 2006. You acknowledge and agree that violation of the preceding representation and warranty entitles ADP or the issuer of the card to terminate Your participation in the Program and issuance of any Rewards may be suspended.

Free payroll for the referral of three (3) Clients will be applied to Your future payroll processing invoices as set forth below.

For the sake of clarity, You shall only be entitled to one free year of payroll for achieving a minimum of three (3) referrals during any Annual Period during the Term and each Annual Period under the Term shall begin anew so that any referrals made by You in any previous Annual Period during the Term shall not be carried over into the following Annual Period. To count as a referral toward any Annual Period all referred Clients must have started processing payroll with ADP within the Annual Period in which they were referred. Free payroll for the referral of 3 or more Clients in any Annual Period as set forth above will apply to You if You are enrolled in the Program and are processing payroll on RUN and refer a minimum of 3 Clients under the Program, each of which meet the 30-day processing requirement. Free payroll will be given after the third referred Client meets the 30-day processing requirement and will apply to all features of standard payroll processing invoiced on Your regular processing cycle including all recurring processing fees (including recurring "per employee" fees) chargeable to You for payroll services based upon ADP's standard book pricing for the payroll services and billed to You for the applicable twelve month period beginning with the first eligible invoice for payroll service(s), excluding, without limitation, therefrom: (i) any discount applied to invoiced fees and any fees derived from set up, training, shipping, delivery and installation (except that any delivery charges that are included in Your standard RUN payroll services bundle will be included as part of Your free payroll), custom programming, the sale, rental or leasing of equipment or software, maintenance, or the provision by ADP of checks, forms or other supplies, (ii) any fees derived from Client conversion, consulting services, official bank checks, W 2 forms, or tax or special one time reports, (iii) sales, service or excise taxes, (iv) third party pass through charges, (v) fees derived from an ADP product or service that is not a payroll processing or tax filing service (e.g., non-payroll processing aspects of employee leasing services, benefit administration services, retirement services and insurances services), whether offered as ancillary services to the payroll and tax filing services or combined with such services into an integrated offering, (vi) any portion of fees representing, or reimbursing ADP for, the amount of employee wages paid in ADP's employee leasing/professional employer organization business and (vii) ADP products or services not in existence on the date hereof. In no event will credits or free payroll exceed fees paid or payable. In the event You have received any credits toward future payroll under these terms and You terminate Your payroll services with ADP prior to such credits having been applied toward eligible payroll services, You shall be required to immediately return the amount of any credits You have received that exceed any fees due from You to ADP for the services against which the credits were eligible.

In order to receive ANY Rewards or free payroll under the Program, all sales to Clients need to have been made as a direct result of Your direct "Involvement and/or Referral" (as defined below) and each referral must be accompanied by Your unique Partner Identification Code (PIC) assigned to You by ADP for appropriate tracking and points calculation. For purposes of the Program and these Terms, Your "Involvement and/or Referral" shall mean, with respect to a sale of any Services, that: (i) the initial contact regarding the sale of the Services to a Prospect was made by an authorized employee of Yours or as a result of a specific referral of the Services to such Prospect by Your authorized employee or (ii) Your referral under the Program resulted in an appointment with the Prospect by an ADP sales representative, or (iii) an ADP sales representative requested that Your personnel meet with one of Your Prospects to assist in closing a sale at any time prior to completion of a sale of the Services and Your personnel complied with such a request.

Free payroll due to You for referrals in accordance with these Terms will be credited and applied against Your payroll processing invoice(s) at the end of the ADP fiscal month close following the fiscal month the referred Client(s) completes processing Services with ADP for a period of thirty (30) consecutive days. All other Rewards earned under the Program will be issued in the form of a prepaid card which may be hard copy or digital and which may require that You log into a third party web site to redeem. You acknowledge and agree that third party Vendor and/or card issuer fees and terms may apply which may impact Your Reward amount. Neither ADP nor its third party Vendor is responsible for any lost, stolen or expired cards or rewards. Notification of Rewards may be by email to the email address provided by You upon enrollment, or such other updated email address provided by You. Rewards will be issued to the person who enrolled in the Program on Your behalf, or such other person as may be designated by You, regardless of who provided the referral, and will be sent, if by email, to the email address provided upon enrollment, or such updated email address provided, or to a physical address in the United States if such option is provided and selected, and that person will be responsible for disbursing and/or allocating the Reward on Your behalf in accordance with Your instructions. Rewards will be issued in the month following the month in which the referred Client completes processing the Services with ADP for a period of thirty (30) consecutive days. You will receive Rewards for new Clients only and in no event will You be awarded any Rewards for an existing ADP Client or for Clients referred by a third party prior to receipt by ADP of a referral from You. In no event will you be awarded any credit or Reward for an ADP Client following the termination of ADP's Services by a Client referred by You under this Agreement prior to the completion by the referred Client of thirty (30) consecutive days of processing payroll with ADP. In the event You terminate processing Your payroll with ADP, any credits, Rewards or free payroll You are due under the Program shall be relinquished and You shall not be entitled to any Rewards or payments for any credit balances or free payroll due to You at the time of termination. Rewards under the Program are not transferrable including to any company with which You have common ownership or with which You are or may be affiliated and may be subject to applicable expiration or time limits for redemption or use.

You shall not receive credit or Rewards for any Client for which You have common ownership or for which You have been previously paid through any other ADP agreement, or any other third party has been or will be paid by ADP for such Client, including revenue sharing, acquisition or wholesale agreements, and You understand that You are not eligible to participate in this Program if You are enrolled in any other referral program or being paid under any other such agreement, with ADP.

3. OWNERSHIP/LICENSE. (a) You acknowledge that all rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Program and the related logos, names, etc. are reserved. The Program, and related software and systems, is the licensed and/or owned property, and embodies the proprietary trade secret technology, of ADP and/or its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws. ADP grants You a non-exclusive, non-transferable license to use the Program to access Your account. ADP may terminate or suspend Your access to the Program (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these Terms or are otherwise using the Program in an inappropriate manner. The right to use the Program and access the services provided by the Program is granted only to enrollees of the Program and their authorized employees for the sole purpose of utilizing the Program and this limited license terminates when You or ADP terminates the Program and/or these Terms.

(b) You agree that You will not (i) use ADP's name, or any affiliate or subsidiary of ADP, or any partner, or employee of ADP, or any trade name, trademark, trade device, logo, service mark, domain name, symbol or any abbreviation, contraction or simulation thereof owned by ADP or its affiliates or subsidiaries (collectively, the "ADP Marks"), (ii) use the ADP Marks in any manner that might express or imply ADP's affiliation, sponsorship, endorsement, or approval of You or Your services, or (iii) represent, directly or indirectly, that any product or any services provided by You has been approved or endorsed by ADP (unless specifically so approved or endorsed pursuant to a separate agreement). ADP may make available to You certain standard ADP advertising and/or promotional literature and marketing materials promoting the Services that You will be permitted to distribute to Prospects.

(c) Disclaimer of Warranties. ADP MAKES NO WARRANTIES EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PROGRAM OR THE ADP MARKS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ADP BE LIABLE FOR ANY DAMAGES FOR TERMINATION OF THESE TERMS OR FOR YOUR USE OF THE PROGRAM OR THE ADP MARKS, INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR

SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO YOUR ENROLLMENT IN THE PROGRAM, ANY USE, SUSPENSION OR TERMINATION OF USE OF THE PROGRAM, THE REWARDS WEBSITE, OR ANY ADP MARKS OR WEBSITES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) Your Indemnity Obligations. You agree to indemnify, defend, and hold harmless ADP from and against any and all claims, damages, costs, and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) arising out of or related to any use by You of the Program, the Rewards, ADP Marks or any ADP or third party web site.

(e) These Terms and/or Your participation in the Program do not grant to You any right or license in, or to, any copyrights in any materials and/or documentation of ADP or to any rights of copyright in or to ADP's other services or web sites.

4. CONFIDENTIALITY. You and ADP will treat all information provided to it by the other as confidential with the same degree of care and confidentiality that it provides for its own confidential information; provided that any information provided by a referred Client to ADP shall not be covered by this Agreement even if identical information was provided to ADP by You. You acknowledge and agree that Your use of the Program and any web sites contained or linked to therein shall be subject to the terms of any Privacy Policies found at such web sites. Notwithstanding anything to the contrary, Your enrollment in and use of the Program will constitute Your express consent, agreement and acknowledgment to the use or transfer of any information provided by You, including any personally identifiable information of You or Your employees, to third parties, including any vendor used by ADP in order to administer, and provide the Rewards under, the Program.

5. TERMINATION/EXPIRATION OF CREDITS. These Terms, as well as any modifications or updates, shall apply to Your use of and participation in the Program for as long as You are enrolled in and use the Program and are processing payroll with ADP using RUN ("Term"). ADP may terminate these Terms at any time for any reason or no reason upon providing You thirty (30) days prior notice at which time Your participation in the Program shall terminate. Upon termination, all obligations under Paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 9 of these Terms shall survive with respect to any events which occurred, or any credits which accrued and are owing, prior to the effective date of any such termination, unless and until You cease processing payroll with ADP at which time any Rewards, credits or free payroll which have accrued and are owing, or which have been credited to You but not applied toward eligible payroll services, will be relinquished by and/or due from You as applicable pursuant to Section 2 above.

6. USE OF THE PROGRAM/COMPLIANCE WITH LAWS. You will use the Program as described in these Terms and in accordance with the instructions and reasonable policies established by ADP or its agents from time to time and communicated to You and/or as posted on any applicable Program web sites, including those of any ADP Vendor or subcontractor. By enrolling in or using the Program you are agreeing to any online terms or service agreements and any applicable Privacy Policies as such may be updated from time-to-time with or without notice to You, posted on any Program web-sites, as well as, any fees set forth on any Program web sites. You may not use the Program for any other purpose or interfere with or disrupt Program servers, databases or any network connected to them, or use the Program to violate any law, statute or regulation; or conduct any other illegal activity, or to harvest or otherwise collect information submitted by third parties, including e-mail addresses, without the express consent of such third parties. ADP does not guarantee against any loss or alteration to Your data. You confirm that all information provided by You to ADP or its third party Vendors is being provided voluntarily and is accurate and complete and that You or Your employee providing the information or any referral under the Program is authorized to do so. You also agree that ADP shall have no liability for any use of such information to administer the Program, or for any errors or inaccuracies in the Program based upon information provided by You or the person accepting these Terms on Your behalf. You will be responsible for Your compliance with all laws and governmental regulations affecting Your business generally, including any rules and regulations applicable to ADP regarding trade sanctions, export controls and trade with prohibited parties and for any use You may make of the Program. ADP may immediately terminate this Agreement if You have violated or, if conducting business with You or Your Subsidiary is in violation of, or causes ADP to be in violation of, any sanctions laws applicable to ADP or its Affiliates. You agree to pay any applicable taxes levied or based on any Rewards, payments or credits received by You under the Program and to comply with any professional rules regarding use of the Program or credits awarded thereunder. You understand that if You are an individual You are not eligible to enroll in the Program which is available solely for U.S. companies and sole proprietors.

The execution, delivery and performance by You of this Agreement will not (i) violate any statute, ordinance, rule, regulation, order, judgment or decree of any court or of any governmental or regulatory body, agency or authority applicable to You, (ii) require any filing with, or require You to obtain any permit, consent or approval of, or require You to give any notice to, any governmental or regulatory body, agency or authority or any other person or entity, except for a filing, consent, approval or notice which would not prevent Your ability to perform Your obligations hereunder and would not result in any liability to ADP, or (iii) result in a violation or breach by You under any of the terms of any agreement (including Your agreement with Your clients), license or other instrument or obligation to which You are a party, or by which You or any of Your properties or assets may be bound.

7. ACCOUNT SECURITY AND PASSWORDS. In order to access and use the Program You will be required to provide proper authentication including your User Name, Password and any other authentication required by ADP ("Authentication") to access the Program. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of your Authentication for the Program. You are responsible for any use or misuse of Your account or the Program resulting from any unauthorized third party or employee using any Authentication selected by You or issued to You and you agree to notify ADP immediately of any known or suspected unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security or misuse of the Program known to or suspected by You.

8. DISCLAIMER OF WARRANTIES/LIMITATION OF DAMAGES. NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, FOR ANY PURPOSE.

ALL OF THE FOREGOING ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ADP AND ITS LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ADP WILL NOT BE RESPONSIBLE FOR ANY DAMAGES ARISING FROM YOUR USE OF THE PROGRAM, THE PROGRAM OR ANY VENDOR OR THIRD PARTY WEB SITE INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION THAT YOU MAY INCUR OR EXPERIENCE IN CONNECTION WITH THESE TERMS OR THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ADP will not be liable for any damage or losses arising out of or otherwise related to (1) Your use of the Program or use by anyone to whom You have given access to the Program; (2) errors, bugs or other defects in the Program; (3) lost information; (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction, unauthorized access to Program records, programs or services or any third party actions; or (6) Your actions with Your employees or vendors, or the use of their information.

9. GENERAL. Except as otherwise expressly set forth herein, these Terms and any updates supersede any prior agreements or terms of service on the same subject matter and will govern Your participation in the Program as well as all disclosures and exchanges of Confidential Information by the parties. These Terms do not modify or terminate any existing arrangements between You and ADP relating to the provision of official bank checks or relating to the provision of Services by ADP to You.

These Terms may be modified or updated by ADP from time to time at any time and you are responsible for any updates posted on the Program web site or sent or otherwise communicated to You by ADP. The failure of You or

ADP at any time to enforce any right or remedy available to it under these Terms with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. These Terms are governed by the laws of the State of New York without giving effect to its conflict of law provisions. You and ADP agree that each is acting independently of the other, that You are not joint venturers, and that neither is an agent of the other. All notices, made under or in connection with these Terms, shall be in writing and shall be deemed to have been given three (3) days after mailed in any general or branch United States Post Office, enclosed in a registered or certified post-paid envelope, if to ADP addressed to: ADP, Attention: Manager, Client Appreciation Program-SBS, 71 Hanover Road, Florham Park, NJ 07932, with a copy to Automatic Data Processing, Inc., One ADP Boulevard, Roseland, New Jersey 07068, Attention: General Counsel, and if to You, at the address given for participation in the Program; provided, however, that any notice of change of address shall be effective only upon receipt. These Terms shall not be assigned by You without ADP's prior written consent and any attempted assignment without such consent shall be void. Nothing contained in these Terms is intended to create third-party beneficiaries of or under these Terms.

10. THESE TERMS. You should print a copy of these Terms for your records. If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms please e-mail referralrewards@adp.com to request a hard copy.

By clicking "Accept" or otherwise signing or accepting these Terms, electronically or otherwise, You acknowledge that You have read, are authorized to sign and do agree to and do accept, these Terms.

By signing below you acknowledge and agree to the terms of the Client Appreciation Program

CLIENT/ACCT Signature:

Date: 01/11/2023

Name & Title:

(Must be an authorized signatory on the accounts listed above)



All-in-One HR and Payroll Platform with 24x7x365 Support

It's easy to do payroll and file taxes online

We understand how hard it is to run a business, and we know how payroll and HR issues can make it even more challenging to succeed. Paychex Flex® Select helps match your business needs to our services to make it easier to process payroll and manage HR, with the added benefit of our online employee training and development system.

Expert support when you need it

Get help with your payroll and HR by phone or chat from our expert support team, available 24x7x365.

Flexibility

Process payroll online, with optional same-day ACH*. Our easy-to-use solution can simplify your cash management process while protecting your cash flow.

Scalability

Our solutions can adapt to the changing needs of your business. Adding a new service is easy — no switching platforms with Paychex Flex, an integrated employee-management solution that's exceptionally easy to use.

We have everything you need to support your business, backed by more than 50 years of experience, knowledge, ethics, and trust.

HR, payroll, and more

Payroll processing online. In as few as two clicks, you can import payroll information, key it in yourself, or use one of our optional time and attendance solutions. Choose from three different payroll views for an experience that meets the needs of your business.

Employee pay options. Give employees choices including paper checks, check signing, check insertion, direct deposit (with optional same day ACH or real-time payment capability*), tip disbursement, paycards, and pay-on-demand.

Employee self-service. With access to initiate a variety of actions themselves, your employees can access and change their personal information, fill out tax forms, view payroll data, and more.

Taxpay®. We'll handle calculation, payment, and filing of your federal, state, and most local payroll taxes.

Analytics and reports. Gain actionable insight into your business with access to over 160 reports and interactive reporting with on-screen feedback.

New-hire reporting. Meet reporting requirements for new and rehired employees, and independent contractors.

*For clients on direct deposit only. Additional costs apply.

Labor poster kit. Receive printed or electronic posters, and applicable updates.

Online HR library. Get information on employment laws, new-hire reporting requirements, and regulatory compliance.

Financial wellness. Help your employees meet their financial goals with tools from FinFit™.

Paychex Learning Essentials. Leverage access to a learning management system (LMS), including Paychex Flex product trainings and five free trainings, plus the ability to purchase training libraries.

HR analytics and calendar. Monitor turnover trends with benchmarking, headcount, and more with an HR focused dashboard. Never miss key dates and stay on track while also completing tasks more efficiently with an HR events calendar.

Plus:

- General ledger report
- Retirement plan summary report
- Automated vendor payments**
- Tax credit service
- Pay-on-demand

Indeed®

Reach more quality candidates. Paychex customers receive a \$200 credit to sponsor their jobs on Indeed, the world's #1 job site***. Post jobs directly to Indeed from our HR platform, Paychex Flex.

Employment and income verification services

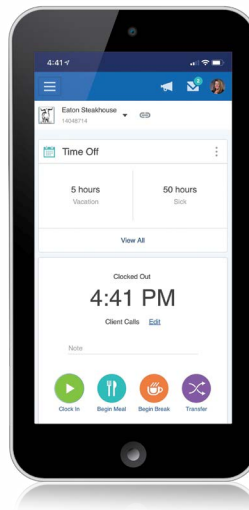
From The Work Number®, this automated solution for employment and income confirmations for your employees assists them as they obtain the credit and benefits they need, and lets them manage their own status requests.

Optional services

Available for an additional fee

- Paychex Employee Screening Essentials
- Paychex Employee Screening Services
- Time and attendance solutions
- Paychex Flex HR Administration
- Labor distribution and job costing
- Custom analytics and reports
- Data exports
- Time-off accrual (TOA) reporting
- State unemployment insurance service
- Workers' compensation report
- Workers' compensation payment service****
- Paychex Learning Enhanced

Check out our mobile app for Paychex Flex



Manage your business on the go with the Paychex Flex mobile app. Enjoy easy access to your payroll, HR, and other services directly from your smartphone or tablet. We offer the same great user experience whether you log in from your mobile device or desktop.



Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Android is a trademark of Google Inc.

See how easy online payroll and tax filing can be. Contact us today at 855-973-2413.

**Automated Vendor Payments are only for amounts associated with a deduction or earning. For clients with a per check fee, the incremental check charge will apply.

***To receive the \$200 Indeed, Inc., credit, you must be a Paychex, Inc. client and post a sponsored job through Paychex Flex to Indeed. You must have the appropriate user access configured in Paychex Flex to post jobs to Indeed. Only new Indeed customers are eligible to receive the \$200 credit. The \$200 credit expires after 12 months. The \$200 credit applies to any advertiser in the U.S. who hasn't received a credit in the past 180 days on Indeed, and is applicable only for future spend. Terms, conditions and quality standards apply.

****Service only available to clients with workers' compensation coverage through Paychex Insurance Agency. Insurance is sold and serviced by Paychex Insurance Agency, Inc., 150 Sawgrass Dr., Rochester, NY 14620. CA License #OC28207. The Paychex Workers' Compensation Payment Service is offered by Paychex, Inc. and is available in all states except Alaska, Hawaii, North Dakota, Ohio, Washington, and Wyoming.



[See demo](#)

Flexible plans and features. Honest pricing. No hidden fees.

Get the payroll, benefits, and HR tools your business needs all in one place. Plus, now is the easiest time to switch. And you won't pay a cent until you're ready to run payroll.

Simple

A streamlined set of automatic payroll features and benefits integrations.

\$40/mo

plus **\$6/mo** per person

[Create account](#)

Plan details:

- Full-service single-state payroll including W-2s and 1099s ⓘ
- Employee profiles and self-service ⓘ
- Basic hiring and onboarding tools ⓘ
- Gusto-brokered health insurance administration ⓘ
- Employee financial benefits ⓘ
- Payroll and time-off reports ⓘ
- Custom admin permissions ⓘ

LIMITED TIME OFFER

Plus

Comprehensive payroll, benefits, and HR tools to help employers build a great place to work—in-person or remote.

~~\$80~~ **\$60/mo**

plus ~~\$12~~ **\$9/mo** per person

[Create account](#)

Plan details:

Everything in the Simple plan, plus:

- Full-service multi-state payroll including W-2s and 1099s ⓘ
- Next-day direct deposit ⓘ
- Advanced hiring and onboarding tools ⓘ
- PTO management and policies ⓘ
- Time tracking and project tracking ⓘ



Chat



[See demo](#)



Priority support and HR services add-on

~~\$8~~ **\$6/mo** per person

Get access to HR experts and resources plus a direct line to phone and email support for faster service.

Premium

Scalable payroll and benefits, expert HR, and dedicated support for the complex needs of growing teams.


Exclusive pricing

[Contact us for details](#)

[Talk to sales](#)

Plan details:

Everything in the Plus plan, plus:

- HR Resource Center 
- Compliance alerts 
- Access to certified HR experts 
- Full-service payroll migration and account setup 
- Health insurance broker integration 
- R&D tax credit discount 
- Waived fees and exclusive pricing 
- Performance reviews 
- Employee surveys and insights 



Chat



[See demo](#)

Contractor Only

For contractor-only businesses.
Get a discounted base price of \$0/mo for 6 months.

[Create account](#)

[See plan details](#) ▼

~~\$35~~ **\$0/mo**

plus ~~\$6/mo~~ per contractor

Compare flexible features for all kinds of teams.

Simple	Plus	Premium
\$40/mo + \$6/mo per person	\$80 \$60/mo + \$9/mo per person	Exclusive pricing for larger teams
Create account	Create account	Talk to sales

Full-service payroll



Unlimited payrolls per month				
Multi-state payroll				
International contractor payments				
State tax registration				
Tax filings and payments				
2-day and 4-day direct deposit				



Chat



[See demo](#)

Digital pay stubs with lifetime access				
Garnishments				
Multiple pay rates and schedules				
Tip credits				
Payroll on AutoPilot®				
Unemployment insurance				
PTO policies and holiday pay				
Custom paid holidays				
Time tracking and project tracking				
Time off requests and approvals				
Time off calendar syncing				
Expenses and reimbursements				

Hiring and onboarding



State new hire reporting				
Employee self-onboarding				
Digital I-9s and W-4s				
Offer letter templates				
Custom offer letter templates				
Onboarding checklist				
Custom onboarding checklist				
Background checks				
Document storage				



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[See demo](#)





Software provisioning and deprovisioning	(i)			
Job postings	(i)			
Applicant tracking system	(i)			
Employee benefits ^				
Health insurance administration	(i)			
Health insurance broker integration	(i)			
Workers' compensation	(i)			
HSAs and FSAs	(i)			
Life and disability insurance	(i)			
Gusto Wallet employee app	(i)			
Spending and savings accounts	(i)			
2-day early direct deposit	(i)			
401(k) retirement savings	(i)			
529 college savings	(i)			
Commuter benefits	(i)			
Insights and reporting v				
Payroll reports	(i)			
Time-off reports	(i)			
Workforce cost reports	(i)			
Custom reports	(i)			
Anonymous employee surveys	(i)			
R&D tax credit services	(i)			



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 [See demo](#)

E-cards and celebrations				
Custom admin permissions				
Org chart and employee directory				
Performance reviews				

Guidance and support



Basic support				
Full support				
Priority support				
Dedicated customer success manager				
24/7 Help Center access				
Licensed benefits advisors				
ACA, HIPAA, ERISA compliance				
Federal and state compliance alerts				
Direct access to certified HR experts				
HR Resource Center				

Still on our original Core, Complete, or Concierge plan?

[See original plans and features](#)

We're here to help.

Talk to our team.

Tell us more about your business so we can help you

Check out our FAQs.

Jump to the bottom of the page to read some common

Check off your list.

Download and print this list of features so you can review,



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[See demo](#)



4.7 star average

Capterra | 3,605 reviews



#1 Payroll Software of 2023

US News | Mar 2023



Best Online Payroll Services

PC Mag | July 2022



4.7 star average

Software Advice | 3,601 reviews

Customize your Gusto plan with powerful add-ons.

Offer more meaningful benefits to your team, add powerful time-saving tools, and uncover valuable tax credits. See pricing details below.

Payroll & HR tools



International contractor payments

Manage cross-border payments to contractors in more than 120 countries.

Foreign exchange rates may vary
Pricing shown before payment

State tax registration

We'll handle the state and local paperwork when you need to file payroll taxes in a new state.

Pricing varies by state



Chat



[See demo](#)

Pay 15% of identified tax credits
Discounts available with Premium Plan

Health benefits



Health insurance

Work with our licensed brokers to pick the right medical, dental, and vision plans for your team and budget.

Pay only for premiums
No Gusto administration fees

Health insurance broker integration

In most cases, we can integrate your existing broker and eligible health insurance plans right into Gusto.

\$6/mo per eligible employee

Workers' compensation

Set up pay-as-you-go workers' comp plans that integrate with your payroll. Powered by AP Intego.

Pay only for premiums
No administration fees

Life and disability

Offer life, short-term disability, or long-term disability insurance to give employees peace of mind.

Pay only for premiums
No administration fees

Financial benefits



401(k) retirement savings

Help your team save for the future with simple 401(k) integrations that sync directly with payroll.

Pricing varies by 401(k) integration

529 college savings

Provide your team with tax-advantaged savings plans for future education expenses. Powered by Gradvisor.

\$6/mo per participant (\$18/mo min)
No setup fees

Tax-advantaged benefits

One \$200 annual service charge covers all four account types.



Chat



[See demo](#)

NO minimum

\$20/mo minimum

Dependent care FSAs

Pre-tax flexible spending accounts for qualified dependent care expenses.

\$4/mo per participant
\$20/mo minimum

Commuter benefits

Pre-tax spending accounts for commuting costs.

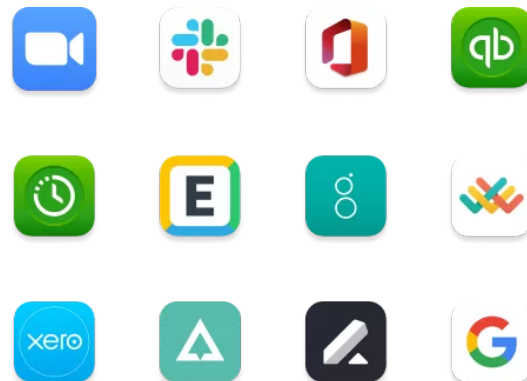
\$4/mo per participant
\$20/mo minimum

Add-on features (except international contractor payments) not available with Contractor Only plan; Premium plan customers may receive discounts and waived fees for R&D tax services, broker integration, Guideline 401(k)s, and more.

Easily connect Gusto with the tools you need.

Make Gusto your system of record by automatically syncing payroll data with your favorite tools and software. One integrated system means less manual data entry, fewer errors, and more time to focus on taking care of your team.

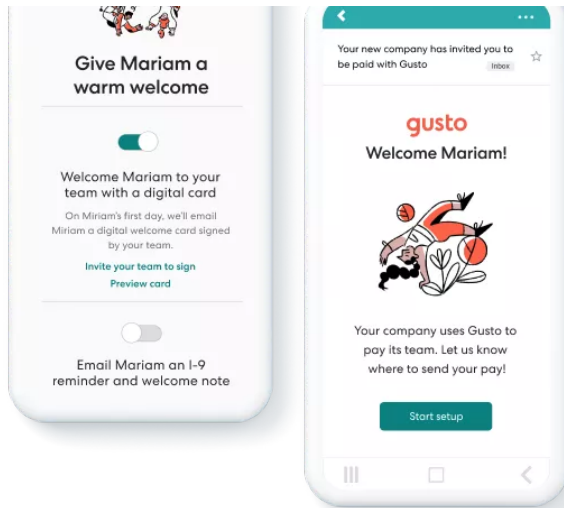
[View all apps](#)



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[See demo](#)



When choosing a payroll provider.

Does this work for teams my size? >

Gusto was built for all kinds of teams. Some services are perfect for big corporations but overlook the needs of small businesses. That's why a flexible payroll and benefits provider is so important. Whether you have a handful of employees or your company is quickly expanding into new states, Gusto's platform offers flexible plans that cover everything from the basics to expert tools for fast-growing teams. Plus, you can easily upgrade or downgrade at any time.

What's included in pricing? >

We believe the most essential tools should be included—that's why we don't charge extra for basic things like off-cycle payrolls. With Gusto, you can pick the best plan for you, then customize it with upgrades to get the plan you need. And, upgrading your plan will kick in the beginning of the next billing period (the first of the month).

Pricing FAQs

Can I upgrade or downgrade at any time?

Yes, of course! Gusto was built to grow and evolve with your business. Whether you decide you need new features, or aren't using the ones you have, upgrading or downgrading is immediate, and downgrades will go into effect at the beginning of the next billing period (the first of the month).

Do I have to sign a long-term contract?

Nope. Gusto is month-to-month. Cancel anytime.

How many times can I run payroll per month?

Every Gusto plan comes with unlimited payroll runs. We'll never charge you extra for things like off-cycle payrolls.

How much does health insurance administration through Gusto cost?

Is it easy to switch? >

Transferring your payroll data to a new provider can be daunting and tedious. With Gusto, you have someone to explain the process and help you through any tricky twists and turns. And if you have a larger team, we can often handle payroll data transfers on your behalf to help avoid errors and save you time. The same goes for your health benefits — we're happy to transfer eligible plans right into Gusto so you can keep everything in the same place, all automatically synced with payroll.



[See demo](#)

your plans right in Gusto. And Premium plan customers can upgrade their health insurance payroll provider who can continue to serve your needs without making you jump through hoops or pay exorbitant additional costs. Gusto is a strong choice for small and medium sized companies with big aspirations. We understand your unique needs today and are committed to helping your team grow and thrive for years to come.

What if my number of employees changes throughout the year?



With Gusto, you're only charged for active employees. As you add new team members, your monthly price will increase. But if you have seasonal employees, or if an employee isn't working during a given month, they can be temporarily deactivated and you won't be charged.

How do you bill for contractors?



Contractors are billed at the per person cost for any plan you select. We know you might not pay your contractors on a regular schedule, so we only bill you for contractors in months when you've paid them.

For businesses who don't have any W-2 employees, we also have a Contractor Only plan available for \$35/mo + \$6/mo per contractor.

How do I sign up for Gusto?



We're happy to help whether you need to [set up your first payroll](#) as a new business (congrats!) or [transfer an existing payroll](#) from another provider (good choice).

[Click here](#) to answer a few questions and get started.

If you are moving an existing payroll, you're going to want to have your EIN, and your team's addresses and salaries ready. Plus, if it's the middle of the year, gather any documentation about the payroll taxes you've already filed.

What tax forms will Gusto file for me?



We file federal, state, and local payroll tax forms on your company's behalf (things like Form W-2, Form 1099, Form 940, Form 941, Form 8974, and others). What's extra nice is that you can e-file, e-sign, e-fax, and e-store your documents right from your Gusto account. Easy!

Does Gusto integrate with other software?



We know it's hard to give up the software you love. That's why Gusto integrates with your favorite tools. We work with accounting programs like QuickBooks, Xero, Aplos, ZipBooks, Autobooks, and FreshBooks, plus other types of software like Expensify, Hubstaff, Clover, Homebase and more. [Check out all of our integrations](#)



Chat



[See demo](#)

points to pass along to your employer. [Check out our guide for a more page or email \[advisor@gusto.com\]\(mailto:advisor@gusto.com\) to learn more.](#)

I need more answers. Who can I contact?



If you're shopping around, we recommend exploring our site a bit — you'll find information about [payroll](#), [benefits](#), [time tools](#), and more. Plus, our [Help Center](#) has lots of help information, especially for existing customers.

If you need to get in touch with our team, check out our [contact page](#).

Explore more Gusto offerings

[Online payroll services](#)

[Secure payroll services](#)

[eFile -1099 online](#)

[HR solutions](#)

[Hiring and Onboarding](#)

[Insights and reporting](#)

[Employee Benefits](#)

[Financial Benefits](#)

[401\(k\) and retirement plans](#)

[Payroll with benefits and HR](#)

[Payroll by business size](#)

[Payroll time tools](#)

[Talent management](#)

[Remote teams](#)

[Applicant tracking system](#)

[Health Insurance Benefits](#)

[529 college savings plans](#)



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 [See demo](#)

Pricing

Starting at just \$46 per month

Built for you

Starting a business

Switching to Gusto

Working remotely

Why Gusto

For Accountants

Become a partner

Gusto Pro dashboard

Partner community

Professional development

People Advisory

Accountant blog

Resources

For Developers

Gusto Embedded Payroll

Build apps with Gusto

Developer tools

Get started

Interactive Demo

Contact Sales — [\(800\) 936-0383](#)

Services

People platform

Full-service payroll

Employee Benefits

HR

Health Benefits

Financial Benefits

R&D tax credits

Time and attendance

Hiring and onboarding

Talent management

Insights and reporting

Workers' compensation

Gusto Wallet

Company

About

Careers — [We're hiring!](#)

Awards

Press

News

Investors

Contact

Affiliate program

Licenses

Gusto Capital, LLC
NMLS ID: [1845463](#)

Gusto, Inc. NMLS ID:
[1737896](#)

Support

Help Center

Talk to support — [Sign in](#)

Resources

Customer stories

Customer reviews

Compare

Partner Directory

Business Guides

FAQs

Security

Integrations

Tools

Small Business
Financial Relief

Employer tax
calculator

Burn rate calculator

New hire checklist

Talk Shop: Business resources

Talk Shop blog

Advice and information for growing businesses and their teams

Running payroll

Employee benefits

Health insurance

People management

Workers' comp

Starting a business

Business finances

Hiring

Growth

Taxes



Chat

Investment Summary

Turnbull Creek CDD

Created Date: 04-11-2023
Quote Number: Q-673525

Prepared by:

Ethan Mordenga
Virtual Sales Representative - SMB Inbound - Micro
epmordenga@paychex.com
(585) 490-9387

Prepared for:

Turnbull Creek CDD
Carol Brown
clbrown@rizzetta.com

Per Pay Period - Monthly	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
Paychex Flex Select						
Paychex Flex Payroll Bundle - Per Payrun Fee	1	\$105.00	\$105.00	45.0%	\$57.75	\$57.75
Paychex Payroll	4	\$3.45	\$13.80	45.0%	\$1.90	\$7.60
					Total	\$65.35

Annual Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
YE Processing- Forms W2/1099 - Base	1	\$82.50	\$82.50	0.0%	\$82.50	\$82.50
YE Processing- Forms W2/1099 - Per User	4	\$7.50	\$30.00	0.0%	\$7.50	\$30.00
YE Handling Fee	1	\$25.00	\$25.00	0.0%	\$25.00	\$25.00
					Total	\$137.50

One-time Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
Paychex Flex Payroll Bundle - Setup Fee	1	\$200.00	\$200.00	50.0%	\$100.00	\$100.00
					Total	\$100.00

Please sign to indicate your approval of these fees : _____

Investment Summary Package

Paychex Flex® Select

Talent Management

- HR Library
- Onboarding Tasks
- Post Jobs with Indeed®

Payroll and Financial Support

- Payroll Processing
- Payroll Tax Service (Taxpay®)
- Flexible Employee Pay Options

Workforce Management

- Reporting and Analytics
- General Ledger Report
- New Hire Reporting
- Labor Compliance Poster Kit
- Employment and Income Verification Service

Employee Experience

- Enhanced Employee Mobile Experience
- Learning Management System (LMS)
- Online Reports and Analytics
- Corporate Events Calendar
- Cashflow Assistance (FinFit®)
- 401(k) Report
- Retirement Plan Summary Report
- 24/7 U.S. Based Expert Support

Notations

Product / Billing

- Totals displayed do not include sales tax where applicable.
- Prices are subject to change with advance notice; promotions are excluded from change.
 - * Additional training content for Paychex Learning Product offering is purchased through the e-commerce tool site by authorized users.
- Payroll Delivery: Delivery fees charged only if incurred.
- Quarter/Year End Report Delivery: Quarter/YE Report Delivery fees are not included and will be charged if a package is delivered. Additional fees will apply.
- Per Pay Period Fees quoted above are based on information provided by the Client and will change without notice if Client changes the pay frequency and/or number of workers or checks.

Implementation

- Direct Deposit and Taxpay: Direct Deposit and Taxpay
- General Ledger Report or General Ledger reporting service: General Ledger Report

Year-End Delivery

- **Note:** Please review your delivery method with your service provider before 12/31 to avoid additional charges.
- **Online Only**
 - You and your employees will receive no physical output.
 - W2s are typically available online within the first full week of January.

Tab 6



COMCAST BUSINESS SERVICE ORDER

Company Name:

TURNBULL CREEK

Order #

34837050

Service Location:

Address 1101 W POSITANO AVE

Address 2..

CitySAINT AUGUSTINE

StateFL

Zip32092

Primary Contact NameErick Hutchison

Primary Contact Phone(904) 940-1157

Primary Contact Emailmurabellamanager@rmsnf.com

Billing Location:

Address 1101 W POSITANO AVE ..

Address 2..

CitySAINT AUGUSTINE

StateFL

Zip32092

Billing Contact NameErick Hutchison

Billing Contact Phone(904) 940-1157

Billing Contact Emailmurabellamanager@rmsnf.com

Tax ExemptNo

Promo Code:

Service Term24 Months

Package Code:\$110Data_Performance_SP_2yr

Package & Promotion Details
Business Internet Performance (download speed up to 250 Mbps) for discounted rate of \$110.00 for months 1-24, increasing to then regular rate in month 25. 2 year term agreement required. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via https://business.comcast.com/myaccount within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher. Discount applied to Comcast Business Internet bill for 24 months with activation of one Comcast Business Mobile line within 90 days of Internet service installation. After 24 months, or if any of the package services or mobile service are cancelled or downgraded, the \$20.00 discount will be removed. Limit one discount per account regardless of number of lines activated. Comcast Business Internet must be installed by 6/21/2023 in order to qualify for \$20 Comcast Business Mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

DS
EH

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Business internet Performance	Business Internet Performance (download speeds up to 250 Mbps)	1	\$ 110.00	\$ 0.00

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 19.95	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 0.00
Total Additional Charge		\$ 19.95	\$ 0.00

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service Order	\$ 129.95	\$ 0.00



COMCAST BUSINESS SERVICE ORDER

Company Name: TURNBULL CREEK Order # 34837050

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.


General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx	
Signature	
Name	Erick Hutchinson
Title	Facility manager
Date	4/4/2023

FOR COMCAST USE ONLY	
Sales Representative	Martin Lahai
Sales Representative Code	
Sales Manager Name	A Tst A Tst
Sales Manager Approval	
Division	Central



COMCAST BUSINESS SERVICE ORDER

Company Name: TURNBULL CREEK Order # 34837050

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net	<input type="text" value="No"/>	Equipment	<input type="text" value="Comcast Owned"/>
Number of Static Ips	<input type="text" value="0"/>	Business Web	<input type="text" value="No"/>



COMCAST BUSINESS SERVICE ORDER

Company Name:Turnbull Creek

Order #34842383

Service Location:

Address 1101 W POSITANO

Address 2

CityST AUGUSTINE

StateFL

Zip32092

Primary Contact NameErick Hutchison

Primary Contact Phone(904) 940-1157

Primary Contact Emailmurabellamanager@rmsnf.com

Billing Location:

Address 1101 W POSITANO

Address 2

CityST AUGUSTINE

StateFL

Zip32092

Billing Contact NameErick Hutchison

Billing Contact Phone(904) 940-1157

Billing Contact Emailmurabellamanager@rmsnf.com

Tax ExemptYes

Promo Code:50PercentOff_\$32.47BTVVariety

Service Term36 Months

Package Code:\$135Data_MOB_SE_PerformancePkg_3yr

Package & Promotion Details
<p>Data, Voice, SecurityEdge Package for discounted rate of \$135 for months 1-24, increasing to \$165 for months 25-36, increasing to then regular rate in month 37. Package includes Business Internet Performance (download speed up to 250 Mbps), 1 Mobility Line, and SecurityEdge. 3 year term agreement required. Additional services may be added to qualifying bundles: Two or more Mobility Lines \$25 each/mo. After 36 months, monthly service charge increases to regular rate for each additional service. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via https://business.comcast.com/myaccount within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher. Discount applied to Comcast Business Internet bill for 36 months with activation of one Comcast Business Mobile line within 90 days of Internet service installation. After 36 months, or if any of the package services or mobile service are cancelled or downgraded, the \$20.00 discount will be removed. Limit one discount per account regardless of number of lines activated. Comcast Business Internet must be installed by 6/21/2023 in order to qualify for \$20 Comcast Business Mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.</p> <p>Promotion Code 50PercentOff_\$32.47BTVVariety - Business TV Variety for discounted rate of \$32.47 for months 1-12, increasing to then regular rate in month 13. Minimum Business Internet Essential required. Minimum 2 year term required. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.</p>

DS

Eh

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, Voice, SecurityEdge Package	Business Internet Performance (download speeds up to 250 Mbps)	1	\$135.00	\$0.00
	SecurityEdge	1		
	Mobility Lines	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Business Internet			
Static IP -5	1	\$29.95	
Wifi Pro			
WiFi Pro Service	1	\$14.95	
Equipment - Access Points	1	\$5.00	



COMCAST BUSINESS SERVICE ORDER

Company Name:

Turnbull Creek

Order #

34842383

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 19.95	
Business Voice			
Voicemail	1	\$ 5.00	
Business Video			
TV Variety	1	\$ 64.95	
Equipment - TV Box + Remote (STB)	1	\$ 9.95	
Service Discount(s) ³			
Video Discount		\$ 32.48	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 0.00
Total Additional Charge		\$ 117.27	\$ 0.00

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service Order	\$ 252.27	\$ 0.00

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

³ Discount per Service (e.g. Business Internet, Business Voice, etc.) based on business offer.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.
2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.
- 3.To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.
4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.



COMCAST BUSINESS SERVICE ORDER

Company Name: Turnbull Creek Order # 34842383

5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 Notice

911 Email Notification- If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

Your Comcast voice service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx	
Signature	
Name	Erick Hutchinson
Title	Facility manager
Date	4/5/2023

FOR COMCAST USE ONLY	
Sales Representative	Martin Lahai
Sales Representative Code	
Sales Manager Name	A Tst A Tst
Sales Manager Approval	
Division	Central



COMCAST BUSINESS SERVICE ORDER

Company Name: Turnbull Creek Order # 34842383

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net	<input type="text" value="No"/>	Equipment	<input type="text" value="Comcast Owned"/>
Number of Static Ips	<input type="text" value="5"/>	Business Web	<input type="text" value="No"/>

BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	TV Box + Remote (STB)

Service Location Occupancy*

* Occupancy required for public view

Additional Comments	

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	0

BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	9049401157
Directory Listing Display Name	Turnbull Creek
DA/DL Header Text Information	None
DA/DL Header Code Information	999001
Standard Industry Code	

Additional Voice Details	
Caller ID (Yes/No)	Yes
Caller ID Display Name(max 15 char.)	Turnbull Creek
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	Yes
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	

Tab 7

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

This Addendum is made and entered into this ____ of April 2023, by and between:

Turnbull Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"), and

Ancient City Soccer Club, LLC, a Florida not-for-profit corporation, with a mailing address of P.O. Box 885, St. Augustine, Florida 32085 ("**Licensee**").

RECITALS

WHEREAS, the Parties previously entered into that *License Agreement by and between Turnbull Creek Community Development District and Ancient City Soccer Club, LLC Regarding the Use of the District's Soccer Facilities*, executed in August of 2022 for the Fall soccer season (the "**License**"); and

WHEREAS, the initial term of the License was from August 2022 to November 2022; and

WHEREAS, Section 3 of the License provides that, "[t]his License may be extended for additional terms, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties"; and

WHEREAS, the Parties now desire to extend the License for an additional term.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties desire to extend the License according to the following terms:

1. **Incorporation of Recitals.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Addendum.
2. **Additional Term.** The License shall be extended for an additional term commencing upon the execution of this Addendum and ending May 13, 2023 ("**Additional Term**"), unless terminated or extended in writing as provided for in the License. The Licensee is required to execute a new form of Agreement prior to using District property whatsoever after May 13, 2023.
3. **License in Effect.** This Addendum alters the License only to the extent provided herein, and otherwise the License remains in full force and effect and all of the terms

of the License apply to this Addendum, including without limitation the insurance, waiver and indemnification requirements. Licensee's access to the Soccer Facilities is limited to the days and times set forth in **Exhibit A** ("Schedule"). The Licensee, their guests, instructors and all person entering the District's facilities pursuant to this License shall comply with the District's policies in effect at the time of their events. To the extent this Addendum and License conflict, the Addendum shall control.

4. **Release and Waiver and Addendum.** All individuals associated with the Licensee must submit a Release and Waiver in substantially the form previously provided to the Licensee under the Agreement. Allowing use without an executed Addendum is grounds for termination of this License Agreement and revocation of the License.
5. **Insurance and Indemnity.** Paragraph 7 of the Agreement is revised to read as follows: "Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate umbrella coverage, as well as \$1,000,000 automobile liability coverage, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, participants, guests or invitees, including without limitation any person entering District property pursuant to this Agreement. The insurance coverage shall additionally include a minimum of \$2,000,000 per occurrence and \$3,000,000 in aggregate in abuse/molestation coverage and a minimum of \$25,000 medical/dental accident coverage. The District and its supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement. Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its employees, agents, participants, guests or invitees, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement."

IN WITNESS WHEREOF, the Parties execute this Addendum to be effective the day and year first written above.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

ANCIENT CITY SOCCER CLUB, LLC

By: _____
Its: _____

Exhibit A: Schedule

August 26, 2022

Revised

To whom it may concern,

Ancient City Soccer Club is requesting use of the soccer fields at Murabella for the 2022-2023 soccer year. Specific dates for the field usage:

- Fall season: August 15-November 5th
- Spring season: February 27-May 6th
- During these months, usage of the field would include practices on Monday-Thursday between 4:30-dusk, Friday games between 6:00-8:00, and Saturday games between 9am-Noon (specific game schedule to be released next week)

Families registered via our website: www.ancientcitysoccer.com from May 1st-August 1st when we closed registration. Cost for the program varies by age, but ranges from \$240-275 and covers the whole year (12 weeks in the fall and 12 weeks in the spring). That means it is around \$120-130/season. Our World Golf Village program is only open to boys and girls between the ages of 4-11. The program is geared for residents and non-residents who live in the surrounding communities. We advertise the program through social media, mass emails, posts on the Murabella Facebook page, yard signs, word of mouth, and fliers in the neighborhood newsletter.

Practice Breakdown (six teams removed, looking to move one more team off Thursday):

Field	U12 Field	U10 Field	U8 Field	U7 Field	U6
Mondays		Minor – U10 5:30-6:30	Dodson – U8G		
Tuesdays	Middlebrook – U12 5:30-7:00			Mitmoen – U7 5:00-6:00	
Wednesdays	U12G Academy 5:00-6:30	Gill – U10 6:00-7:00			Harris – U6 6:00-7:00
Thursdays		Durr – U10 5:30-6:30	Maiogan – U8 6:00-7:00	Brownlee – U6 5:30-6:30	

Tab 8

From: Murabella Manager <murabellamanager@rmsnf.com>
Sent: Wednesday, April 26, 2023 4:20 PM
To: Carol Brown <clbrown@rizzetta.com>
Subject: [EXTERNAL]Amenity Athletics Fall March 6 Schedule for Murabella

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Hi Carol,

I've pasted the schedule for Amenity Athletics. If there's anything else you need please let me know.

Sincerely,
Erick Hutchison

Attached is the Amenity Athletics 2023 Season Schedule. There is also a link in my email.

Thank you for your help. Below is a quick reference as to what affects you and your staff. There are only practices at MuraBella; no games.

Spring Soccer Season 2023: practice ONLY

No Games played at MuraBella

- **Practice:** Monday- Thursday ONLY, March 6 through **May 18**
- **Season Games: March 25 - May 20, 2023**

Basketball Season 2023: practice ONLY

- Practice could begin as early as April 10, 2023
- **Season Games: April 26 - May 31, 2023**
- I will get you the practice schedule ASAP.

Summer Flag Football Season 2023: Current OPEN Registration.

Games played Saturdays at Bartram Springs ONLY

- **Marketing Begins March 1, 2023**
- Registration Begins: April 1, 2023

- **Registration Ends: May 15, 2023**
- Practice could begin as early as **June 5 through July 14**
- **Season Games: June 10 - July 15, 2023**

Fall Soccer Season 2023:

Games played Saturdays at both Bartram Springs and Heritage Landing

- **Marketing Begins June 1, 2023**
- Registration Begins: July 1, 2023
- Registration Ends: August 15, 2023
- Practice could begin as early as **September 4 November 10**
- **Season Games: September 23 - November 11, 2023**
- Picture Day: Bartram Spring – 10/7, Heritage Landing – 10, 9 /11, MuraBella – 10/12

Winter Flag Football Season 2024:

Games played Saturdays between Bartram Springs and Heritage Landing

Marketing Begins October 1, 2023

- Registration Begins: November 1, 2023
- Registration Ends: December 15, 2023
- Practice could begin as early as **January 8, 2024 through February 28**
- **Season Games: January 20 – March 2, 2024**
- Picture Day: Bartram Springs, February 10, 2024

FREE Flag Football Workshop:

Bartram Springs: Saturday, December 8, 2023 10:00-12:00pm

Thank you for choosing Amenity Athletics!

Solveig Hackleman
Administrative Staff
(904) 649-2953

--

Erick Hutchison
amenities manager

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Tab 9

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 **March 14, 2023, at 6:30 p.m.** at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

Present and constituting a quorum:

Brian Wing	Board Supervisor, Chairman
Jeremy Vencil	Board Supervisor, Vice Chairman
Chris DelBene	Board Supervisor, Assistant Secretary (<i>speakerphone & later in-person</i>)
Diana Jordan-Baldwin	Board Supervisor, Assistant Secretary
Gianna Krol	Board Supervisor, Assistant Secretary

Also present were:

Carol Brown	District Manager, Rizzetta & Co., Inc.
Jennifer Kilinski	District Counsel, Kilinski/Van Wyk (<i>speakerphone</i>)
Lauren Gentry	District Counsel, Kilinski/Van Wyk
Mike Yuro	District Engineer, Yuro & Associates
Erick Hutchinson	Amenity Manager, RMS
Jim Schieszer	Field Operations Manager, RMS
Todd Murphy	General Manager, Trimac Outdoors

Audience members present.

FIRST ORDER OF BUSINESS**Call to Order / Roll Call**

Mr. Wing called the meeting to order at 6:30 p.m.

SECOND ORDER OF BUSINESS**Audience Comments on
Agenda Items**

An audience member commented on parking lot expansion concerns.

THIRD ORDER OF BUSINESS**Staff Reports – Part A****A. District Engineer**

1.) Update on Pond Bank Repairs

Mr. Yuro reminded the Board that he had been previously requested to inspect the pond bank and provide a report to contractor, Boudreaux Pro Grade. The contractor replied to Mr. Yuro's report and stated the sod would self-correct in growing season.

Mr. Yuro then conducted a walk through with Mr. Vencil and Mr. Murphy. He said his original report noted the restoration had lots of dead sod, and gaps and the sod needed to be corrected. Mr. Murphy had advised that the type of sod installed, Bahia sod, would not self-correct and does not grow like that. Mr. Yuro said there are large areas where this is happening, along with lack of fill. Mr. Yuro referred to his previously presented map with identified repairs and that the contractor should remove slit fencing and restore sod.

Mr. Yuro's report also identified homeowner issues that are causing the pond bank erosion. Ms. Brown noted that the following homeowners have been notified: 2112 S. Sorrento Hills Road, 1851 S. Cappero Drive, 1925 & 1921 Amalfi Court, 1861 & 1869 S. Cappero Drive and the owner of 1861 S. Cappero Drive responded and said it was not their pipe. She also informed the Board that all owners around the pond bank received notice to irrigate up to the pond.

Mr. Vencil noted that issues are being caused to the pond bank by 1929 Amalfi Court.

Ms. Gentry arrived to the meeting.

Mr. Yuro recommended the District request the contractor to complete "as built," to confirm 4 to 1 slope. Discussion ensued.

The Board directed Mr. Yuro to review with Ms. Kilinski and Ms. Brown and send response to Boudreaux's Pro Grade with corrective action to complete pond bank repair.

2.) Acceptance of the Yuro & Associates, LLC Annual Master Trust Indenture Report

Mr. Yuro presented the revised Annual Master Trust Indenture Report reflecting the Board's request to note routine maintenance items, however, he stated these items do not present engineering concerns.

On motion by Mr. Wing, seconded by Ms. Krol, with all in favor, the Board of Supervisors accepted the Yuro & Associates, LLC Annual Master Trust Indenture Report, for Turnbull Creek Community Development District.

3.) Consideration of Parking Lot Expansion Site Plan Proposal

Mr. Yuro presented the parking lot expansion site plan proposal. Discussion ensued. (Exhibit A.)

On motion by Mr. Wing, seconded by Ms. Krol, with 4 in favor, with Mr. Vencil opposed, the Board of Supervisors approved tabling the parking lot expansion indefinitely, for Turnbull Creek Community Development District.

The Board moved to Agenda item 4A.

FOURTH ORDER OF BUSINESS

Consideration of Homeowner Palm Tree Installation on District Property

Residents, Guy Chasse and Donna Mullin at 920 E. Terranova Way, requested to plant palm trees on District property and provided photos of the area where they would like to install the trees. The area was described as the San Marino area at East Terranova and South Villagio walking trail. Discussion ensued.

Ms. Gentry advised the District can put a policy in place for this type of request.

On motion by Mr. Wing, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors tabled Mr. Chasse's and Mrs. Mullin's palm tree installation request, for Turnbull Creek Community Development District.

The Board directed the landscaper to review the area and for District Counsel to provide a "sample" tree installation policy for the Board to review.

Mr. Yuro asked the Board for clarification for downspouts tying into ponds. The Board confirmed downspouts are to be below the pond water level and all the way into the water.

Mr. Yuro was excused by the Board at 7:07 p.m.

The Board moved to Agenda item 3B.

FIFTH ORDER OF BUSINESS

Staff Reports – Part A

B. Landscaper

1.) Trimac Outdoor Manager Report

Mr. Murphy updated the Board that they are in the process of cutting back the berms, spraying weeds, installing pine straw and mulch. Discussion ensued.

The Board directed the Staff to present sod replacement proposals.

The Board directed the Staff to circulate mowing maintenance schedule to the community.

2.) Consideration of Trimac Outdoor Landscaping Proposal(s)

On motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved Trimac Outdoor Landscaping Club House Circle Island proposal, in the amount of \$1,000, for Turnbull Creek Community Development District.

Ms. Brown presented the baseball field proposal. Mr. Schieszer stated the field looked good. No further action was taken by the Board. The Board directed Staff to email Mr. Murphy the District Engineer Report.

Mr. Murphy was excused by the Board at 7:30 p.m.

SIXTH ORDER OF BUSINESS**Consideration of Fighting Turtle Swim Team Renewal Proposal**

Mr. Hutchinson presented the Fighting Turtle Swim Team renewal proposal.

On motion by Mr. Wing, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved the Fighting Turtle Swim Team renewal proposal with a 3-year term, subject to normal 30-day terminations and Staff approval of yearly schedule, with three strike rule as the same as the other sports programs, for Turnbull Creek Community Development District.

SEVENTH ORDER OF BUSINESS**Consideration of Florida Race Day Proposal**

On motion by Mr. DelBene, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved the Florida Race Day proposal, for Turnbull Creek Community Development District.

EIGHTH ORDER OF BUSINESS**Consideration of ADP Payroll Agreement**

Ms. Brown presented the agreement and reminded the Board that they had previously directed the Staff to process supervisors' pay as employees of the District. Discussion ensued.

On motion by Mr. Wing, seconded by Ms. Krol, with all in favor, the Board of Supervisors authorized Mr. Vencil to approve an acceptable payroll agreement with an annual not to exceed amount of \$1,100, for Turnbull Creek Community Development District.

NINTH ORDER OF BUSINESS**Consideration of First Coast Mulch Playground Chips**

Mr. Schieszer presented proposals and it was noted that Trimac Outdoor presented a proposal under separate cover, (Exhibit B).

On motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved First Coast Mulch proposal, in the amount of \$3,970, for Turnbull Creek Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2023-03; Prohibited Holiday Events

On Motion by Mr. Wing, seconded by Mr. Vencil, with all in favor, the Board of Supervisors adopted Resolution 2023-03; Prohibited Holiday Events, for Turnbull Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-04; Setting Public Hearing on Amended Restated Amenity Rules

The Board directed the Staff to draft revision with administrative reimbursement with a not-to-exceed amount of \$1,000 and to draft modified easement variance application fee to include general improvements or modifications on District property or in easements.

On Motion by Mr. Wing, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2023-04; Setting Public Hearing on Amended Restated Amenity Rules, for Turnbull Creek Community Development District.

TWELFTH ORDER OF BUSINESS

Reconsideration of Pest Control Proposal(s)

Ms. Brown reminded the Board that they previously approved the McCalls Pest Control agreement, however, it was not executed, and Turner Pest Control requested the Board review their revised proposal. After discussion with the Chairman, he directed the Staff to add to the agenda for reconsideration.

On Motion by Mr. Vencil, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved Turner Pest Control proposal, with annual fee of \$2,160, for Turnbull Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Pool Equipment & Chemical Proposal(s)

Mr. Schieszer presented the Board with a comparison of costs breakdown. Ms. Gentry informed the Board that the District was able to add language to the Poolsure agreement to terminate with or without cause.

On Motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved the Poolsure agreement, for Turnbull Creek Community Development District.

FOURTEENTH ORDER OF BUSINESS

Consideration of Stair Climber Proposal(s)

Mr. Hutchinson presented the Life Fitness Stair Climber proposal, however, stated the price may no longer be valid because it was discounted surplus.

On Motion by Mr. Vencil, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved Life Fitness Stair Climber, with a not-to-exceed amount of \$8,500, for Turnbull Creek Community Development District.

The Board moved to Agenda item 5A.

FIFTEENTH ORDER OF BUSINESS

Approval of Consent Agenda

- 1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held January 10, 2023
- 2.) Consideration of Minutes of the Board of Supervisors' Workshop held February 26, 2023
- 3.) Ratification of the Operation and Maintenance Expenditures for November 2022, December 2022 and January 2023

On Motion by Ms. Krol, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved Consent Agenda and ratified the operation and maintenance expenditures for November 2022, in the amount of \$93,884.17, December 2022, in the amount of \$53,988.70, and January 2023, in the amount of \$99,027.73, for Turnbull Creek Community Development District.

The Board directed the Staff to add unaudited financials to future agendas.

SIXTEENTH ORDER OF BUSINESS

Staff Reports – Part B

A. District Counsel

Ms. Gentry informed the Board of the firm's recent name change from KE Law to

Kilinski/Van Wyk.

B. Amenity and Field Operation Managers

1.) Amenity and Field Manager Report, dated March 14, 2023

Mr. Schieszer presented the Amenity and Field Manager Report and reviewed his report, which included the mail kiosk replacement.

The Board directed the Staff to improve communication to residents regarding future mailbox replacements.

Mr. Hutchinson advised the Board he has been informed that the HOA will no longer be contributing to District Special Events. Discussion ensued.

Mr. Hutchinson informed the Board that he was reviewing the District's pool policies and posted signs and discovered there was conflicting information. The Board directed the Staff to updated signs to reflect District's policies and obtain proposals.

On Motion by Ms. Jordan-Baldwin, seconded by Ms. Krol, with all in favor, the Board of Supervisors approved the Staff to change section 3 of the policy from "attendant" to "lifeguard," for Turnbull Creek Community Development District.

The Board directed the Staff to instruct pool monitors to be on the pool deck and not in the office and to reinstitute sign-in policy.

C. District Manager

Ms. Brown informed the Board that their next meeting is scheduled for May 9, 2023, at 6:30 pm and this will be their proposed budget meeting.

She also advised that the new accounting software, Intacct, has become available for the Board's access. The District has one license included and additional licenses can be purchased for annual cost of \$172.00 per license. After the Board discussed, no supervisors were interested in having access to the Intacct Software at this time.

Mr. DelBene inquired about Comcast invoices, music licenses and waste management. Discussion ensued.

SEVENTEENTH ORDER OF BUSINESS

Audience Comments and Supervisors' Requests

Audience:

Audience members commented on enforcement of pool rules, pool hours and access. speeding concerns, drunk driving, accident on homeowner property. Mr. Vencil requested night swimming be added to the next agenda. A

Supervisors:

Ms. Krol asked for minutes to be posted on the website.

Mr. DelBene inquired about the Staff's response time when incidents occur and requested pool monitor schedule and job functions.

Mr. Vencil inquired about increasing a zero tolerance and more enforcement of policies.

Mr. Wing asked supervisors to send budget thoughts to Ms. Brown prior to the meeting and expressed thoughts on considering a one-time assessment for special projects.

The Board moved to Agenda item 4K.

Meeting was closed to the public.

EIGHTEENTH ORDER OF BUSINESS**Consideration of Security
Proposal(s)***

Tabled by the Board and directed the Staff to provide additional information and clarity in proposals.

The Board directed the Staff to change agenda order with security proposals at the beginning of the meeting with regular portion beginning at 7:00 p.m.

On Motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved repairing the fitness room door with a not to exceed amount of \$1,500.00, for Turnbull Creek Community Development District.

NINETEENTH ORDER OF BUSINESS**Adjournment**

On a motion by Mr. Vencil, seconded by Mr. DelBene, with all unanimously in favor, the Board adjourned the Board of Supervisors' Meeting at 9:45 p.m., for Turnbull Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

Exhibit A



- Civil Engineering
- Land Surveying & Mapping
- Permitting
- ADA Consulting

Date: March 7, 2023

To: Turnbull Creek Community Development District

Re: **Parking Lot Design - Proposal**

Description:

As requested by the CDD Board, we have prepared a conceptual sketch and the below proposal to design & permit a new parking lot near the existing amenity center. Our effort includes the following:


- Topographic Survey of the project area
- Site Plan Design, including:
 - Site layout to accommodate 40 parking spaces
 - Grading plan
 - Drainage Plan
 - Details (pavement design, pavement markings, etc.)
- Permitting
 - SJRWMD (anticipate a "Letter Modification")
 - St. Johns County

We will complete this effort for a **total Lump Sum cost of \$8,500.00.**

Authorized By:

Turnbull Creek CDD

Date

 3/7/23

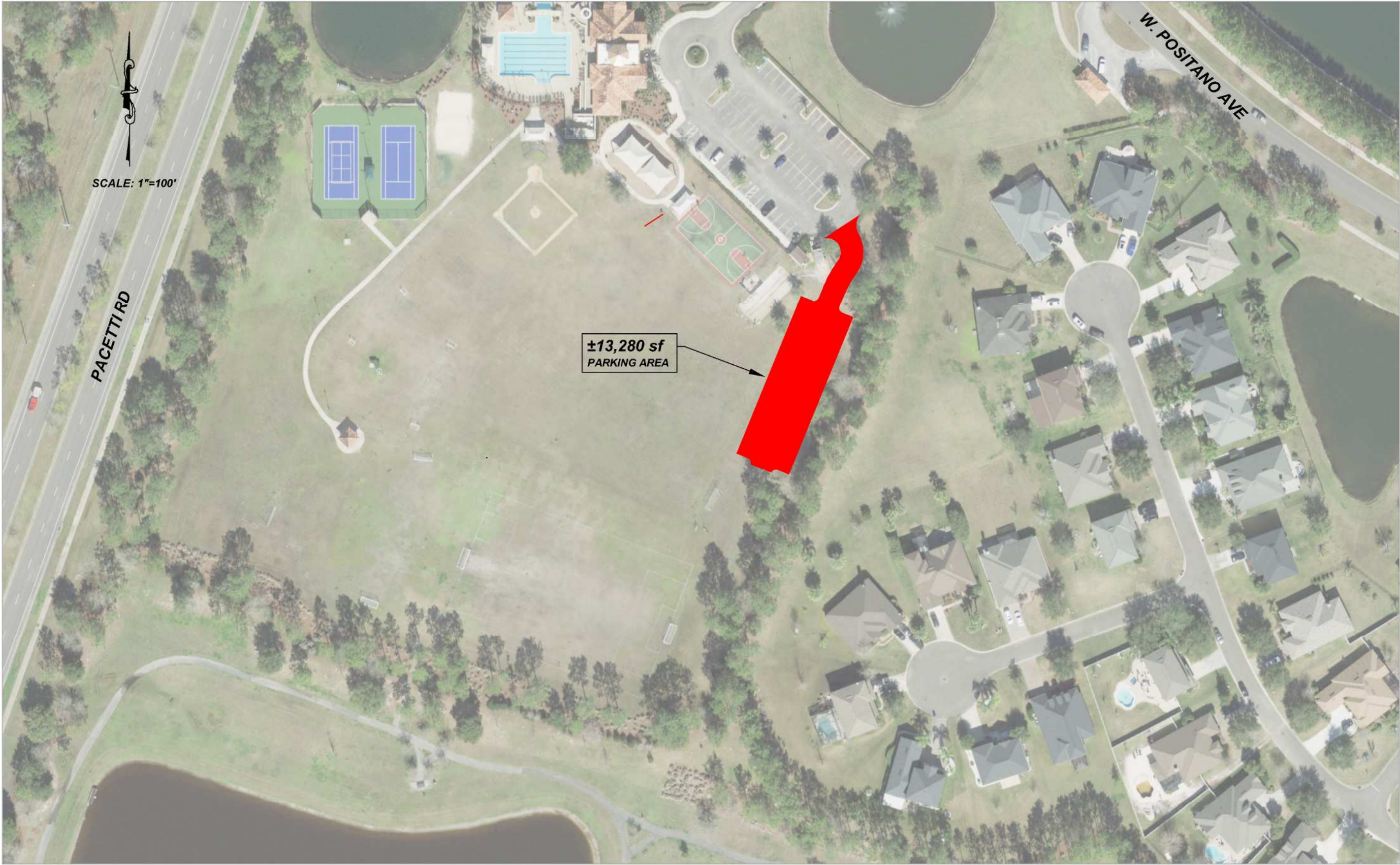
Michael J. Yuro, P.E.
Yuro & Associates, LLC

Date

NOTE:

Geotech Effort is NOT included

Permit Fees are NOT included



NO.	DATE	REVISIONS

PROJECT NO.	Y22 - 1173
DRAWN BY:	EID
CHECKED BY:	MJY
DATE:	1/09/23



145 Hilden Road, Unit 108
Ponte Vedra, FL 32081
(904) 342-5199

CERTIFICATE OF AUTHORIZATION NO. 28658

MICHAEL J. YURO, P.E.
FLORIDA P.E. LICENSE NO. 65247
REGISTERED PROFESSIONAL

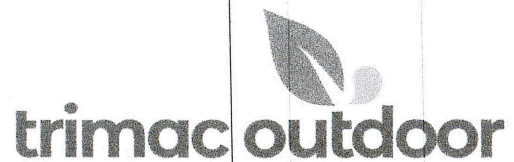
MURABELLA IMPROVEMENTS
PREPARED FOR:
TURNBULL CREEK-CDD
PARKING LOT OVERVIEW

SHEET NO.
le

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit B

PO BOX 8699
1880 Eastwest Pkwy
Fleming Island, FL 32006
toddm@trimacoutdoor.com
www.yardnique.com



ADDRESS

Carol Brown
Rizzetta & Company
101 E Positano Ave
St Augustine, FL 32092

SHIP TO

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

Estimate 54045

DATE 03/13/2023

Expires in 30 days

Materials and labor to install certified Playground mulch to the following areas:

- 101 West Postano Ave: Install 26cy
- 165 Toscano Ln: Install 29cy
- 121 East Franchetta: Install 10cy

ACTIVITY	RATE	AMOUNT
EN - General - Play Ground Mulch	\$5,005.00	\$5,005.00

TOTAL \$5,005.00

"CHANGING THE LANDSCAPE OF CUSTOMER SERVICE"

Tab 10

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

Operations and Maintenance Expenditures February 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$101,809.63**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company Name: Turnbull Creek Community Development District
Report Name: Check Register
Created on: 04/24/2023
Location: 616-001--616 General Fund

Account	Payment date	Vendor name	Document/ check no	Payment Amount
616HANCOCKOP - Hancock Bank				
616HANCOCKOP	02/02/2023	Rizzetta & Company, Inc.	100136	3,683.33
616HANCOCKOP	02/03/2023	Hi-Tech System Associates		30.00
616HANCOCKOP	02/07/2023	DoodyCalls of Jacksonville	100138	207.00
616HANCOCKOP	02/08/2023	Dilorio Property Services, Inc.	100137	7,233.50
616HANCOCKOP	02/09/2023	East Coast Wells & Pump Service	100139	350.00
616HANCOCKOP	02/09/2023	Egis Insurance Advisors, LLC	100140	113.00
616HANCOCKOP	02/09/2023	Future Horizons, Inc.	100141	1,375.00
616HANCOCKOP	02/09/2023	Ray R Barthel III	100142	4,425.00
616HANCOCKOP	02/09/2023	St Johns Utility Department	100143	15.22
616HANCOCKOP	02/15/2023	Florida Power & Light Company		3,477.79
616HANCOCKOP	02/16/2023	Always Improving, LLC	100144	212.00
616HANCOCKOP	02/16/2023	Broadcast Music, Inc.	100145	421.00
616HANCOCKOP	02/16/2023	Hoover Pumping Systems Corp.	100146	548.21
616HANCOCKOP	02/16/2023	KE Law Group, LLC	100147	2,989.50
616HANCOCKOP	02/16/2023	Southern Recreation, Inc.	100148	2,649.50
616HANCOCKOP	02/16/2023	Yuro & Associates, LLC	100149	1,087.50
616HANCOCKOP	02/21/2023	COMCAST		121.25
616HANCOCKOP	02/21/2023	COMCAST		334.47
616HANCOCKOP	02/21/2023	Trimac Outdoor	100150	1,475.00
616HANCOCKOP	02/22/2023	Whitney Bank Credit Card		4,502.96
616HANCOCKOP	02/22/2023	Florida Power & Light Company		2,818.49
616HANCOCKOP	02/27/2023	Alfred W Grover	100151	550.00
616HANCOCKOP	02/27/2023	All Weather Contractors, Inc.	100152	3,220.00
616HANCOCKOP	02/27/2023	First Coast Franchising	100153	709.00
616HANCOCKOP	02/27/2023	Future Horizons, Inc.	100154	1,375.00
616HANCOCKOP	02/27/2023	Governmental Management Serv	100155	100.00
616HANCOCKOP	02/27/2023	James M Teter	100156	950.00
616HANCOCKOP	02/27/2023	Keith L Zimmer	100157	400.00
616HANCOCKOP	02/27/2023	Kilinski / Van Wyk, PLLC	100158	7,220.08
616HANCOCKOP	02/27/2023	Neighborhood Publications, Inc	100159	45.00
616HANCOCKOP	02/27/2023	Poolsure	100160	1,230.88
616HANCOCKOP	02/27/2023	Riverside Management Services,	100161	19,378.34
616HANCOCKOP	02/27/2023	Trimac Outdoor	100162	24,157.00
616HANCOCKOP	02/27/2023	Turner Pest Control, LLC	100163	203.97
616HANCOCKOP	02/27/2023	Vicky Oakes Supervisor of Electric	100164	156.17
616HANCOCKOP	02/27/2023	Yuro & Associates, LLC	100165	3,302.50
616HANCOCKOP	02/28/2023	St Johns Utility Department	100166	741.97
Total 616HANCOCKOP - Hancock Bank				101,809.63

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FL 33614

Operations and Maintenance Expenditures March 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$78,175.89**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company Name: Turnbull Creek Community Development District
Report Name: Check Register
Created on: 04/24/2023
Location: 616-001--616 General Fund

	Account	Payment date	Vendor name	Document / check	Payment Amount
616HANCOCKOP - Hancock Bank					
	616HANCOCKOP	03/02/2023	Hi-Tech System Associates		30.00
	616HANCOCKOP	03/02/2023	Republic Services	100168	691.15
	616HANCOCKOP	03/02/2023	Riverside Management Services, Inc	100169	892.02
	616HANCOCKOP	03/02/2023	Rizzetta & Company, Inc.	100167	3,683.33
	616HANCOCKOP	03/09/2023	Alfred W Grover	100170	2,031.90
	616HANCOCKOP	03/09/2023	Poolsure	100171	1,230.88
	616HANCOCKOP	03/09/2023	Riverside Management Services, Inc	100172	20,784.16
	616HANCOCKOP	03/09/2023	Turner Pest Control, LLC	100173	203.97
	616HANCOCKOP	03/16/2023	Always Improving, LLC	100174	404.45
	616HANCOCKOP	03/16/2023	First Coast Franchising	100175	709.00
	616HANCOCKOP	03/16/2023	Florida Power & Light Company		3,478.39
	616HANCOCKOP	03/16/2023	Future Horizons, Inc.	100176	1,375.00
	616HANCOCKOP	03/16/2023	Governmental Management Services, LLC	100177	100.00
	616HANCOCKOP	03/16/2023	Hidden Eyes, LLC	100178	1,479.00
	616HANCOCKOP	03/16/2023	Riverside Management Services, Inc	100179	1,269.42
	616HANCOCKOP	03/16/2023	St Johns Utility Department	100180	767.98
	616HANCOCKOP	03/16/2023	Trimac Outdoor	100181	25,012.00
	616HANCOCKOP	03/16/2023	Vector Security, Inc	100182	24.95
	616HANCOCKOP	03/20/2023	COMCAST		455.68
	616HANCOCKOP	03/21/2023	Florida Power & Light Company		2,932.22
	616HANCOCKOP	03/24/2023	Kilinski / Van Wyk, PLLC	100183	3,888.50
	616HANCOCKOP	03/24/2023	Neighborhood Publications, Inc	100184	45.00
	616HANCOCKOP	03/24/2023	Riverside Management Services, Inc	100185	218.88
	616HANCOCKOP	03/24/2023	The Ledger / News Chief/ CA Florida Holdings	100186	84.32
	616HANCOCKOP	03/24/2023	Yuro & Associates, LLC	100187	797.50
	616HANCOCKOP	3/27/2023	Whitney Bank Credit Card		4,335.83
	616HANCOCKOP	03/29/2023	Integrated Access Solutions LLC	100188	132.00
	616HANCOCKOP	03/29/2023	Republic Services	100189	183.66
	616HANCOCKOP	03/29/2023	St Johns Utility Department	100190	735.20
	616HANCOCKOP	03/29/2023	Weather Engineers, Inc.	100191	199.50

Total for 616 HANCOCKOP

78,175.89

Tab 11



Rizzetta & Company

Turnbull Creek Community Development District

**Financial Statements
(Unaudited)**

March 31, 2023

Prepared by: Rizzetta & Company, Inc.

**turnbullcreekcdd.com
rizzetta.com**

Turnbull Creek Community Development District

Balance Sheet

As of 03/31/2023

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets							
Cash In Bank	56,763	(13,824)	0	0	42,939	0	0
Investments	1,046,787	374,499	2,034,772	2,803	3,458,862	0	0
Accounts Receivable	41,018	0	45,825	0	86,843	0	0
Prepaid Expenses	1,572	0	0	0	1,572	0	0
Refundable Deposits	100	0	0	0	100	0	0
Due From Other	0	246,381	0	0	246,381	0	0
Fixed Assets	0	0	0	0	0	17,262,291	0
Amount Available in Debt Service	0	0	0	0	0	0	2,080,597
Amount To Be Provided Debt Service	0	0	0	0	0	0	11,857,403
Total Assets	1,146,240	607,056	2,080,597	2,803	3,836,697	17,262,291	13,938,000
Liabilities							
Accounts Payable	69,286	0	0	0	69,286	0	0
Accrued Expenses	14,491	0	0	0	14,491	0	0
Due To Other	246,381	0	0	0	246,381	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	13,938,000
Total Liabilities	330,158	0	0	0	330,158	0	13,938,000
Fund Equity & Other Credits							
Beginning Fund Balance	372,441	454,424	985,267	2,756	1,814,888	0	0
Investment In General Fixed Assets	0	0	0	0	0	17,262,291	0
Net Change in Fund Balance	443,641	152,632	1,095,330	47	1,691,650	0	0
Total Fund Equity & Other Credits	816,082	607,056	2,080,597	2,803	3,506,538	17,262,291	0
Total Liabilities & Fund Equity	1,146,240	607,056	2,080,597	2,803	3,836,697	17,262,291	13,938,000

See Notes to Unaudited Financial Statements

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	2,000	2,000	21	1,979
Special Assessments				
Tax Roll	1,040,591	1,040,591	1,049,469	(8,878)
Other Misc. Revenues				
Facility Rentals	3,000	3,000	7,551	(4,551)
Miscellaneous Revenue	0	0	590	(590)
Total Revenues	<u>1,045,591</u>	<u>1,045,591</u>	<u>1,057,631</u>	<u>(12,040)</u>
Expenditures				
Legislative				
Supervisor Fees	7,000	3,500	800	2,700
Employee - Payroll Taxes	536	268	61	207
Employee - Workers Comp Insurance	0	0	793	(792)
Total Legislative	<u>7,536</u>	<u>3,768</u>	<u>1,654</u>	<u>2,115</u>
Financial & Administrative				
District Management	43,000	21,500	21,500	0
District Engineer	16,000	8,000	6,732	1,267
Trustees Fees	14,620	14,620	9,390	5,231
Assessment Roll	4,800	4,800	4,800	0
Printing & Binding	1,800	900	0	900
Dissemination Agent	1,000	500	1,000	(500)
Auditing Services	3,745	1,872	0	1,872
Arbitrage Rebate Calculation	3,000	3,000	0	3,000
Telephone	1,000	500	0	500
Postage & Delivery	1,000	500	230	269
Public Officials Liability Insurance	10,713	10,713	4,089	6,624
Legal Advertising	2,000	1,000	368	633
Dues, Licenses & Fees	175	175	596	(421)
Miscellaneous Fees	1,000	500	442	58
Office Supplies	170	85	0	85
Website Hosting, Maintenance, Backup & Email	1,200	600	1,200	(600)
ADA Website Compliance	1,200	600	135	465
Total Financial & Administrative	<u>106,423</u>	<u>69,865</u>	<u>50,482</u>	<u>19,383</u>
Legal Counsel				
District Counsel	47,000	23,500	27,939	(4,439)
Total Legal Counsel	<u>47,000</u>	<u>23,500</u>	<u>27,939</u>	<u>(4,439)</u>

See Notes to Unaudited Financial Statements

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Security Operations				
Security Monitoring Services	7,755	3,878	4,931	(1,053)
Total Security Operations	7,755	3,878	4,931	(1,053)
Electric Utility Services				
Utility Services	39,240	19,620	25,021	(5,401)
Utility - Street Lights	42,111	21,055	20,678	376
Total Electric Utility Services	81,351	40,675	45,699	(5,025)
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	11,900	5,950	3,830	2,121
Total Garbage/Solid Waste Control Services	11,900	5,950	3,830	2,121
Water-Sewer Combination Services				
Utility Services	13,080	6,540	5,013	1,527
Total Water-Sewer Combination Services	13,080	6,540	5,013	1,527
Stormwater Control				
Lake Maintenance	16,500	8,250	9,371	(1,121)
Total Stormwater Control	16,500	8,250	9,371	(1,121)
Other Physical Environment				
General Liability & Property Insurance	20,000	20,000	22,112	(2,112)
Landscape Maintenance	289,884	144,942	162,022	(17,080)
Irrigation Maintenance & Repair	6,000	3,000	9,616	(6,617)
Landscape Miscellaneous	28,000	14,000	33,422	(19,422)
Total Other Physical Environment	343,884	181,942	227,172	(45,231)
Parks & Recreation				
Licenses, Fees & Permits	2,100	1,050	409	641
Facility Management	68,608	34,304	35,196	(892)
Telephone, Internet, Cable	4,079	2,040	2,245	(204)
Pest Control	3,123	1,561	1,223	337
Pressure Washing	2,700	1,350	1,700	(350)
Maintenance & Repairs	48,000	24,000	38,595	(14,594)
Field Services	57,652	28,826	28,826	0
Clubhouse Janitorial Services	9,644	4,822	4,348	473
Clubhouse Facility Maintenance	55,111	27,556	36,784	(9,228)
Pool Chemicals & Permits	17,463	8,731	4,919	3,813
Pool Repair & Maintenance	15,233	7,617	39,616	(32,000)
Program Director	2,896	1,448	1,448	0
Miscellaneous Expense	540	270	2,227	(1,956)
ID & Access Cards	800	400	0	400

See Notes to Unaudited Financial Statements

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Office Supplies	1,800	900	1,026	(127)
Lifeguard/Pool Monitors	38,975	19,487	1,785	17,702
Facility Monitors	27,627	13,814	7,501	6,313
Facility Attendants	18,494	9,247	6,913	2,334
Garbage Collection - Common Areas	20,582	10,291	10,291	0
Total Parks & Recreation	395,427	197,714	225,052	(27,338)
Special Events				
Holiday Decorations	4,735	4,735	2,980	1,755
Special Events	10,000	5,000	9,867	(4,867)
Total Special Events	14,735	9,735	12,847	(3,112)
Total Expenditures	1,045,591	551,817	613,990	(62,173)
Total Excess of Revenues Over(Under) Expenditures	0	493,774	443,641	50,133
Fund Balance, Beginning of Period	0	0	372,441	(372,441)
Total Fund Balance, End of Period	0	493,774	816,082	(322,308)

See Notes to Unaudited Financial Statements

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Special Assessments				
Tax Roll	166,456	166,456	166,456	0
Total Revenues	<u>166,456</u>	<u>166,456</u>	<u>166,456</u>	<u>0</u>
Expenditures				
Contingency				
Capital Reserve	166,456	166,456	13,824	152,632
Total Contingency	<u>166,456</u>	<u>166,456</u>	<u>13,824</u>	<u>152,632</u>
Total Expenditures	<u>166,456</u>	<u>166,456</u>	<u>13,824</u>	<u>152,632</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>152,632</u>	<u>(152,632)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>454,424</u>	<u>(454,424)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>607,056</u>	<u>(607,056)</u>

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	12,436	(12,436)
Special Assessments				
Tax Roll	1,061,966	1,061,966	1,078,348	(16,381)
Total Revenues	<u>1,061,966</u>	<u>1,061,966</u>	<u>1,090,784</u>	<u>(28,817)</u>
Expenditures				
Debt Service				
Interest	491,966	491,966	227,734	264,232
Principal	570,000	570,000	0	570,000
Total Debt Service	<u>1,061,966</u>	<u>1,061,966</u>	<u>227,734</u>	<u>834,232</u>
Total Expenditures	<u>1,061,966</u>	<u>1,061,966</u>	<u>227,734</u>	<u>834,232</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>863,050</u>	<u>(863,050)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>800,995</u>	<u>(800,995)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,664,045</u>	<u>(1,664,045)</u>

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	2,891	(2,891)
Special Assessments				
Tax Roll	286,505	286,505	290,032	(3,527)
Total Revenues	<u>286,505</u>	<u>286,505</u>	<u>292,923</u>	<u>(6,418)</u>
Expenditures				
Debt Service				
Interest	118,505	118,505	60,643	57,862
Principal	168,000	168,000	0	168,000
Total Debt Service	<u>286,505</u>	<u>286,505</u>	<u>60,643</u>	<u>225,862</u>
Total Expenditures	<u>286,505</u>	<u>286,505</u>	<u>60,643</u>	<u>225,862</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>232,280</u>	<u>(232,280)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>184,272</u>	<u>(184,272)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>416,552</u>	<u>(416,552)</u>

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 03/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 03/31/2023	Year To Date 03/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	48	(48)
Total Revenues	<u>0</u>	<u>0</u>	<u>48</u>	<u>(48)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>48</u>	<u>(48)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>2,755</u>	<u>(2,755)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>2,803</u>	<u>(2,803)</u>

**Turnbull Creek CDD
Investment Summary
March 31, 2023**

<u>Account</u>	<u>Investment</u>	<u>Balance as of March 31, 2023</u>
State Board of Administration	Money Market	\$ 43
US Bank Custodial Agreement/General Account	US Bank Money Market 5 - Ct	1,046,744
Total General Fund Investments		\$ 1,046,787
Wells Fargo Bank Commercial Account	Commercial Checking Account	\$ 208,043
US Bank Custodial Agreement/General Account	US Bank Money Market 5 - Ct	166,456
Total Reserve Fund Investments		\$ 374,499
US Bank Custodial Agreement/General Account	US Bank Money Market 5 - Ct	\$ 7,339
US Bank Series 2015A Revenue	First American Government Obligation Fund Class Z	947,096
US Bank Series 2015A-1 Reserve	First American Government Obligation Fund Class Z	395,207
US Bank Series 2015A-2 Reserve	First American Government Obligation Fund Class Z	108,635
US Bank Series 2015A-1 Prepayment	First American Government Obligation Fund Class Z	2,709
US Bank Series 2015A-2 Prepayment	First American Government Obligation Fund Class Z	37,654
US Bank Series 2015B Revenue	First American Government Obligation Fund Class Z	75,944
US Bank Series 2015B-1 Reserve	First American Government Obligation Fund Class Z	32,377
US Bank Series 2015B-2 Reserve	First American Government Obligation Fund Class Z	9,719
US Bank Series 2015B-1 Prepayment	First American Government Obligation Fund Class Z	4,472
US Bank Series 2015B-2 Prepayment	First American Government Obligation Fund Class Z	8,258
US Bank Series 2015 Bond Redemption	First American Government Obligation Fund Class Z	107
Hancock Whitney Series 2016 Revenue	Goldman Sachs Government Fund - Class Inst #465	288,189
Hancock Whitney Series 2016 Reserve	Goldman Sachs Government Fund - Class Inst #465	117,057
Hancock Whitney Series 2016 Interest	Goldman Sachs Government Fund - Class Inst #465	5
Hancock Whitney Series 2016 Sinking Fund	Goldman Sachs Government Fund - Class Inst #465	4
Total Debt Service Fund Investments		\$ 2,034,772
US Bank Series 2015 Construction	First American Government Obligation Fund Class Z	\$ 2,803
Total Capital Projects Fund Investments		\$ 2,803

Turnbull Creek Community Development District
Summary A/R Ledger
From 03/01/2023 to 03/31/2023

	Fund_ID	Fund Name	Customer	Invoice Number	AR Account	Date	Balance Due
616, 2806							
	616-001	616 General Fund	St Johns County Tax Collector	AR00000457	12110	10/01/2022	41,018.19
Sum for 616, 2806							41,018.19
616, 2812							
	616-200	616 Debt Service Fund S2015	St Johns County Tax Collector	AR00000457	12110	10/01/2022	33,410.28
	616-200	616 Debt Service Fund S2015	St Johns County Tax Collector	AR00000457	12110	10/01/2022	2,678.59
Sum for 616, 2812							36,088.87
616, 2813							
	616-201	616 Debt Service Fund S2016	St Johns County Tax Collector	AR00000457	12110	10/01/2022	9,736.29
Sum for 616, 2813							9,736.29
Sum for 616							86,843.35
Sum Total							86,843.35

See Notes to Unaudited Financial Statements

Turnbull Creek Community Development District
Summary A/P Ledger
From 03/1/2023 to 03/31/2023

	Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
616, 2806	616 General Fund	03/11/2023	Dilorio Property Services, Inc.	1883	Deposit-Repair & Paint Metal Railing & Stair Case for Pool Slide 03/23	7,483.50
	616 General Fund	03/27/2023	Florida Power & Light Company	22988-93591 03/23 Autopay 616	Electric Services 03/23	3,478.39
	616 General Fund	03/31/2023	Florida Power & Light Company	Monthly Summary 04/23 Autopay 616	Electric Services 03/23	3,351.12
	616 General Fund	03/31/2023	Florida Power & Light Company	Monthly Summary 04/23 Autopay 616	Electric Services 03/23	103.92
	616 General Fund	03/31/2023	Future Horizons, Inc.	77921	Aerator Service 03/23	1,121.00
	616 General Fund	03/31/2023	Future Horizons, Inc.	77904	Aquatic Weed Control Services 03/23	1,375.00
	616 General Fund	03/28/2023	Integrated Access Solutions LLC	0002857	Mag Lock Installation 03/23	405.00
	616 General Fund	03/27/2023	James M Teter	181	Pressure Wash Club-house Areas 03/23	750.00
	616 General Fund	03/01/2023	Poolsure	131295613026-1	Pool Maintenance 03/23	208.10
	616 General Fund	03/31/2023	Riverside Management Services, Inc	125	Lifeguard Services 03/23	1,785.25
	616 General Fund	03/13/2023	Southern Recreation, Inc.	10541	Balance Due - Shade Top Replacement 03/13	2,900.00
	616 General Fund	03/30/2023	Trimac Outdoor	TMNE 66408	Mulch Installation 03/23	41,550.00
	616 General Fund	03/24/2023	U.S. Bank	6867266	S2015 Trustee Fees 03/01/23-02/29/24	3,771.25
	616 General Fund	03/29/2023	Vector Security, Inc	71765009	Monitoring Services 03/26/23 - 04/25/23	24.95
	616 General Fund	03/23/2023	Vector Security, Inc	71831013	Security Monitoring Services 03/20/23 - 04/25/23	35.94
	616 General Fund	03/31/2023	Yuro & Associates, LLC	3269	Engineering Services 03/23	942.50
Sum for 616, 2806						69,285.92
Sum for 616						69,285.92
Sum Total						69,285.92

Turnbull Creek Community Development District
Notes to Unaudited Financial Statements
March 31, 2023

Balance Sheet

1. Trust statement activity has been recorded through 03/31/23.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

Summary A/R Ledger – Payment Terms

4. Payment terms for landowner assessments are (a) defined in the FY22-23 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

Tab 12

05/09/23

Turnbull Creek

Community Development District

Field Operations & Amenity Management Report



Jim Schieszer

FIELD OPERATIONS MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Erick Hutchinson

AMENITY MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Turnbull Creek
Community Development District

Field Operations & Amenity Management Report
May 9, 2023

To: Board of Supervisors

From: Jim Schieszer
Field Operations Manager

Erick Hutchinson
Amenity Manager

RE: Murabella Field Operations & Amenity Management Report – May 9, 2023

The following is a summary of items related to the field operations, maintenance and amenity management of Murabella.

Amenity Manager Talking Points

- Security Proposals
- Comcast Update

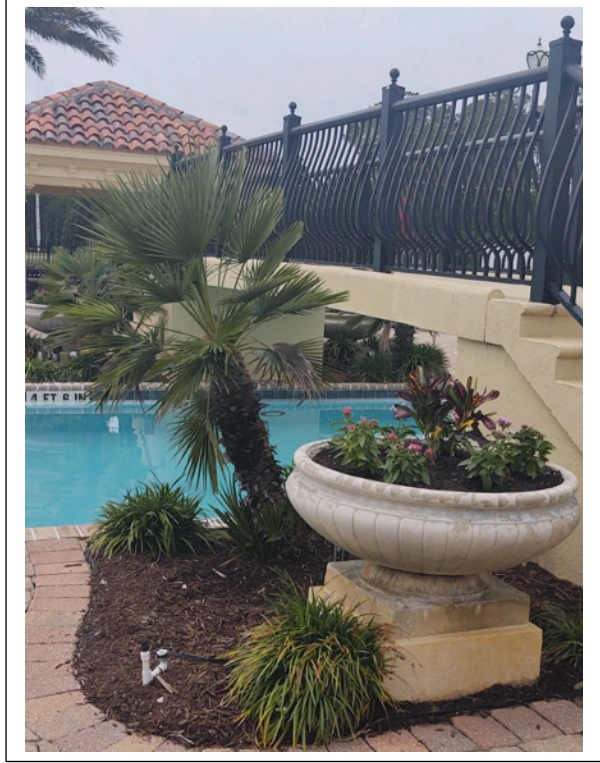
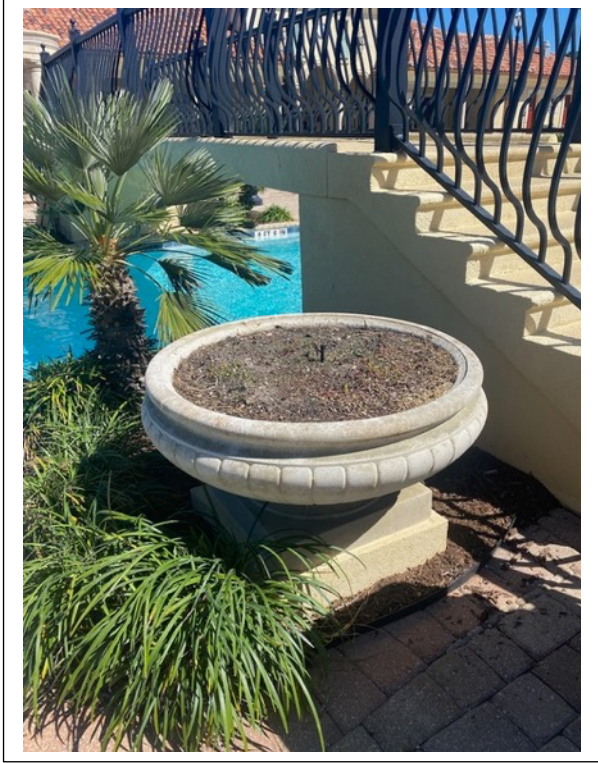
Weekly Maintenance

Below is a list of maintenance responsibilities that are completed weekly:

- Debris is removed throughout the community including the lake banks, roadways, tennis courts, soccer field, all playgrounds, pool area, sports complex and parking lot
- All trash receptacles are emptied and bags replaced
- All dog pot waste receptacles are emptied and restocked
- All pool furniture on the pool deck is straightened and organized
- Lighting inspections are conducted and bulbs are replaced
- Minor repairs to signage, paint, fencing, handrails, etc. are handled

Additional maintenance tasks and projects are conducted on an as needed basis. Examples of these projects are detailed on the following pages.

Completed Projects



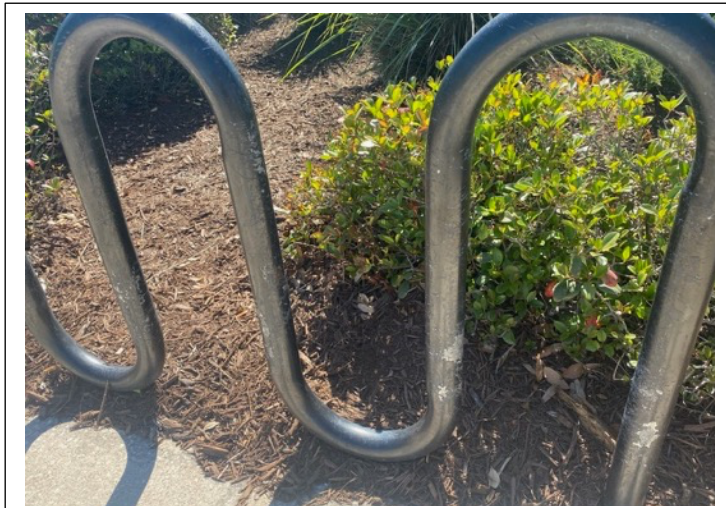
- Trimac replaced flowers in all of the poolside pots



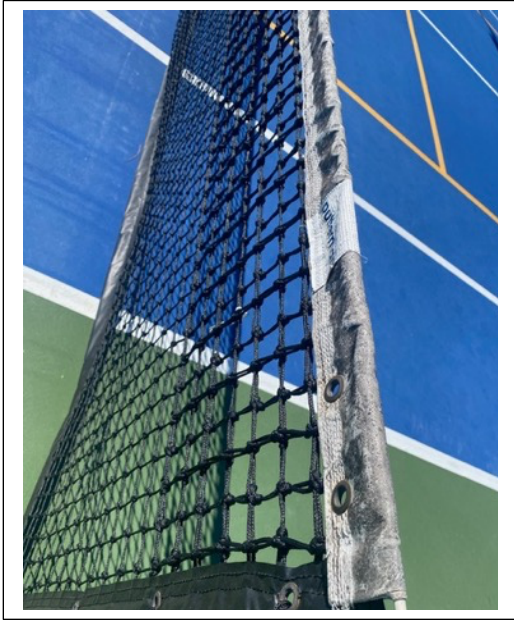
Completed Projects



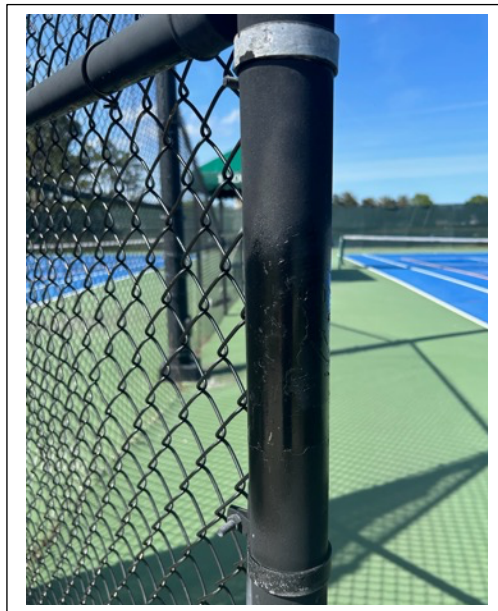
- Paint touch ups throughout the facility were completed in early April



Completed Projects



- Nets on the tennis courts were cleaned and black paint touch ups were completed on the tennis court fence



Completed Projects



- Worn areas of the playground feature were repainted
- Tape was removed from the green playground canopy legs and repainted to improve appearance
- Outdoor water fountain repaired again
 - Continues to be vandalized and filled with sand



Completed Projects



- No Parking Fire Lane signs were replaced and installed
- Mulch installed at playground

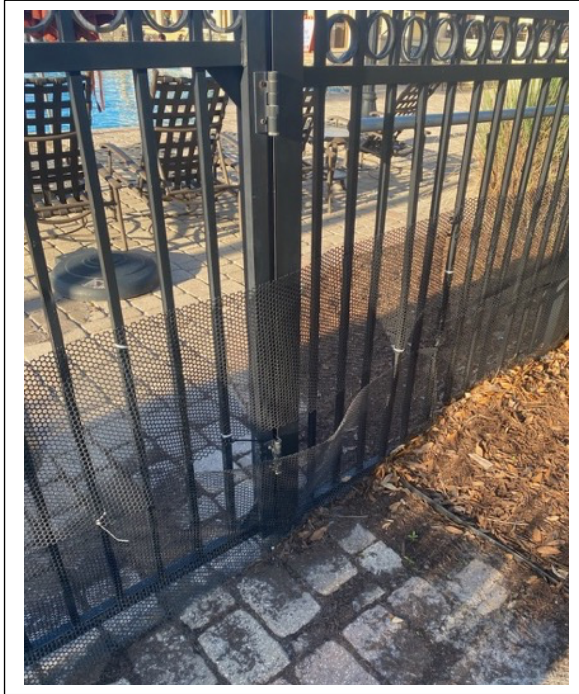


In Progress Projects



- Water Slide Rules sign appearance has been improved – additional paint touch ups will be made

In Progress Projects



- Appearance of mesh fencing around amenity center will be improved

Conclusion

For any questions or comments regarding the above information please contact Jim Schieszer, Field Operations Manager, at jschieszer@rmsnf.com and Erick Hutchinson, Amenity Manager, at murabellamanager@rmsnf.com .

Respectfully,

Jim Schieszer
Erick Hutchinson

Turnbull Creek Treat Sheet**Date:** 4-4-23**Weather:** Sunny**Winds:** 3-8 MPH**MuraBella**

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Algae, Niad	Yes	FL 909, Tribune
2	Algae, Niad	Yes	FL 909, Tribune
3	Algae, Niad	Yes	FL 909, Tribune
4	Roadgrass	Yes	Navigate
5	Roadgrass	Yes	Navigate
6	Algae, Niad	Yes	FL 909, Tribune
7	None	No	None
8	Plankton, Niad	Yes	FL 909, Tribune
9	Alligator Weed	Yes	2-4D
10	None	No	None
11	None	Yes	None
12	None	No	None
13	None	No	None
14	None	Yes	None

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Algae, Babytears	Yes	FL 909, Tribune, Aquashade
2	Algae, Babytears	Yes	FL 909, Tribune, Aquashade

Pescara

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	None
2	None	Yes	None
3	None	Yes	None
4	None	Yes	None
5	None	Yes	None

Comments: Very low water throughout Property.

TAB 13

April 17, 2023

Turnbull Creek Community Development District
Attn: Carol Brown, Dist. Manager
3434 Colwell Avenue, Ste. 200
Tampa, FL 33614

Dear Ms. Brown:

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


Turnbull Creek CDD

2140 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2023.

Please contact us if we may be of further assistance.

Sincerely,


Vicky C. Oakes
Supervisor of Elections

VO/db