



Rizzetta & Company

Turnbull Creek Community Development District

**Board of Supervisors' Meeting
September 12, 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 Jeremy Vencil Chris Delbene Diana Jordan-Baldwin Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Board Supervisor
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**

September 5, 2023

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District will be held on September 12, 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. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS - Part A**
 - A. District Engineer
 - B. Landscaper
- 4. BUSINESS ITEMS**
 - A. Ratification of Trimac Hurricane Response Plan Proposal.....Tab 1
 - B. Consideration of Pond Bank 11 Repair Proposal(s)
(Under Separate Cover)
 - C. Consideration of Trail Improvement Proposal(s).....Tab 2
 - D. Acceptance of First Addendum to Professional District Services Agreement.....Tab 3
 - E. Consideration of Second Amendment to Riverside Management Services Agreement.....Tab 4
 - F. Consideration of Amendment to Jani-King Agreement
(Under Separate Cover)
 - G. Consideration of Amendment to Future Horizon Agreement.....Tab 5
 - H. Consideration of Grau & Associates Arbitrage Renewal Proposal for Bond Series 2015B-1, 2015B-2 & 2016.....Tab 6
 - I. Consideration of FY 2023-2024 Insurance Renewal Policy.....Tab 7
 - J. Ratification of Create-a-Cook Agreement.....Tab 8
 - K. Consideration of Aeration Proposal(s).....Tab 9
 - L. Consideration of Resolution 2023-11; Designating Date, Time & Location of Regular Meeting for Fiscal Year 2023-2024.....Tab 10
 - M. Acceptance of Board Supervisor’s Resignation
- 5. BUSINESS ADMINISTRATION**
 - A. Approval of Consent Agenda.....Tab 11
 - 1.) Consideration of Minutes of the Board of Supervisors’ Regular Meeting held August 8, 2023
 - 2.) Ratification of the Operation and Maintenance of Expenditures for July 2023

3.) Acceptance of Financial Statement (unaudited) for July 2023

6. STAFF REPORTS - Part B

A. District Counsel

B. Amenity and Field Operation Managers.....Tab 12

1.) Field Operations & Amenity Management Report, dated
September 12, 2023

2.) Future Horizon Treatment Sheet, dated August 2, 2023

C. District Manager

7. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

8. ADJOURNMENT

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. 4636 or myself at Ext. 4631.

Yours kindly,

Carol L. Brown

District Manager

Tab 1



EMERGENCY PLAN 2023

Trimac Outdoor Business Resiliency Plan

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

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

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

HURRICANE
NAMED STORM
OTHER STORM
FLOOD
FIRE
FALLEN TREES
SAFETY HAZARDS

Pandemic or Other Resource Deficiency Issues

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

Production

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

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

Hours: Upon the “all clear” from local authorities:

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

Resource Realignment

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

Local Emergency Call List

Josh Hamlin (Orlando) 407-868-0097
Jonathan Franco (Tampa) 813-748-0045
Brian Mortillaro (Lakeland) 813-240-3382
Robert Seago (Ft. Myers) 239-416-9416
Todd Murphy (Jacksonville) 904-697-7367
Elliott Buren (South Florida) 407-733-1125

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

- a. General Laborer- \$75.00
- b. General Laborer-after hours/holiday rate \$85.00 (3 hour minimum)
- c. Supervisor and Truck- \$90.00
- d. Supervisor and Truck-after hours/holiday rate- \$110.00 (3 hour minimum)
- e. Irrigation Technician- \$95.00
- f. Irrigation-after hours/holiday rate- \$110.00 (3 hour minimum)



Agreed Upon By:

_____ Date: _____

Representative

Agreed Upon By:

_____ Date: _____

Trimac Outdoor

Terms of this agreement shall be in effect during the 2023 Hurricane season, June 1, 2023 – November 1, 2023. Any other dates to be agreed upon further review in writing.

Tab 2



Duval Asphalt Products, Inc.
 7544 Phillips Highway
 Jacksonville, FL 32256
 (904) 296-2020
 (904) 296-6574 fax



PROPOSAL: Murabella Walking Path

To:	Property:
Action Management Group of NE Florida LLC 5448 2nd Street Saint Augustine, FL 32080 Phone: 9043779605	101 W Positano St Augustine, FL 32092

Proposal Date:	Aug 04, 2023	Quote ID:	QUO-02185-Y3T5Y2 (Rev. 1)
Effective From:	8/4/2023	Effective To:	9/3/2023

Line No.	Product	Price	Approval (your initials)
10	Pescara Walking Path: Asphalt Overlay Approx. 4000 Sq Yds @ \$17.74 / Sq Yd Clip edges to remove overgrown grass. Haul debris off site. Broom sweep asphalt and apply tack. Overlay existing asphalt with 1" SP 9.5 asphalt. Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$70,960.00	
20	Pescara Walking Track: Asphalt Repairs Approx. 180 Sq Yds @ \$92.78 / Sq Yd Saw cut and remove damaged asphalt. Cut and remove tree roots Haul debris off site Install hot mix asphalt in patches and compact *Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$16,700.40	
30	Pescara Walking Path: Asphalt Overbuild Approx. 180 Sq Yds @ \$92.82 / Sq Yd Clip edges to remove overgrown grass. Haul debris off site. Broom sweep asphalt and apply tack. Overlay existing asphalt with hot mix asphalt *Cannot guarantee drainage/ponding *Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$16,707.60	
40	Pescara Walking Path: Base and Asphalt Installation Approx. 294 Sq Yds @ \$158.10 / Sq Yd Blade off top layer of grass and dirt and dispose of. Scarify existing base material. Add 6" crushed aggregate base. Finish grade and compact. Install 1.5 type SP 9.5 asphalt. *Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote. *Upon completion and acceptance of our stated scope Duval Asphalt is not responsible for maintenance or cleanup required at the site between completion of the base work and asphalt installation. Corrective work on existing base will be charged at the current daily rate and any material required. If corrective work is required but declined we will charge the current per ton cost for any overruns incurred	\$46,481.40	

Line No.	Product	Price	Approval (your initials)
50	San Marino Walking Track: Asphalt Repairs Approx. 28 Sq Yds @ \$206.10 / Sq Yd Saw cut and remove damaged asphalt. Cut and remove tree roots Haul debris off site Install hot mix asphalt in patches and compact *Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$5,770.80	

Drainage is not implied or guaranteed by this quote. It is understood that Duval Asphalt will receive compensation for any drainage related work. This quote is figured without adding money for rework of areas lacking sufficient pitch to allow for drainage. As a contingency, \$450 per hour with a 4 hour minimum should be factored for drainage adjustment. 2%, or greater, prevailing pitch is required for complete drainage.

Prime is \$.65 per SY with a 1,500 SY minimum per mob. Anything under 1,500 SY is \$4.75 per GI for material plus a \$500 mob. All Prime is scheduled thru Allen Shirley at (904) 219-7447.

Estimated Total (assuming all line items)	\$156,620.20
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**The terms contained in Exhibit A are hereby fully incorporated
by reference into this proposal**

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

RESPECTFULLY SUBMITTED,
Duval Asphalt Products, Inc.
 Nick Schaber
 E-mail: NSchaber@duvalasphalt.com
 Cell Phone: 9045341484

ACCEPTED BY:
 Signature _____
 Name _____
 Title _____
 Date _____

Exhibit A

1. Any damage to our work will be repaired on a cost plus 20% basis.
 2. All work is guaranteed to be installed as specified. Duval Asphalt warrants the installation of pavement / sealcoating against defects in material and workmanship for (1) year from date of completion.
 3. Asphalt is a flexible pavement, unless otherwise noted, Duval Asphalt does not guarantee against ponding water or make provisions for the repair of such areas under this contract
 4. Duval Asphalt requires a representative of your company be on-site during project operations in order to resolve any related issues.
 5. Changes to contract quantity in excess of 10 percent (10%) will result in adjustment of unit prices.
 6. Permits, bonds, testing, layout, saw cutting, maintenance of traffic, and striping, are not included unless otherwise noted in the scope of this contract.
 7. Dumpsters must be removed from pavement surface and irrigation systems must be turned off 24 hours prior to start of project. Any delay or change in schedule by owner or owner's representative after Duval Asphalt has mobilized on site, such as base not being ready or wet pavement due to irrigation being left on, will result in a re-mobilization charge of \$3,500 for paving and \$1,250 for sealcoating. Quotes based on one mobilization unless stated otherwise.
 8. Changes to a project that require additional days of work are to be priced on an individual basis. The mobilization charge above in #7 is not sufficient or applicable to add additional days of work.
 9. A two-week notice is required, prior to start of project, to schedule job. It is understood that the schedule is subject to change due to inclement weather.
 10. Duval Asphalt is not responsible for damage to underground utilities caused by the normal prosecution of our work.
 11. Installation of new asphalt surfaces will not prevent reflective cracking; no warranty is stated or implied.
 12. Adequate curing period must be allowed in order to minimize scuffing and tearing. Scuffing and tearing of the asphalt will occur in the hot summer months, no warranty is stated or implied.
 13. Duval Asphalt does not guarantee against surface defects (i.e., cracking, ponding, settling, etc.) resulting from base installed by others, or areas where inadequate base is discovered.
 14. Duval Asphalt recommends the removal and replacement of oil and other solvent deteriorated asphalt. We do not guarantee sealcoat adhesion to raised and exposed aggregate, pavements with coquina shell, concrete areas with spilled mortar or other films or coatings, extremely dirty areas or areas containing mold or mildew.
 15. Sealed areas shall be barricaded to all traffic. Duval Asphalt is not responsible for damages to sealed areas, sidewalks, or tracking of sealer due to foot traffic and or vehicle traffic crossing barricaded areas. Barricades may be opened to traffic no less than 24 hours after application
 16. Cost of towing vehicles is the responsibility of owner or management. There will be a charge of \$250 per hour for sealcoat, and \$750 per hour and any trucking delay charges for paving and patching.
 17. The removal of unsuitable material such as much, marl, clay, organic material, sand, etc. or the replacement of clean fill, and the removal of vegetation is not included in this contract unless otherwise stated.
 18. Quote based on normal non-union rates, no payroll transcripts required, no retainage will be withheld from payments to this contract. Final payment based on in-place measurements unless otherwise stated as "total investment". Duval Asphalt is an EOE in accordance with 41CFR 60-250.4(m), 60-741.4 and 61.250
 19. Contracts are bid at specific thickness, additional material needed to complete project due to curb being cut to deep, base not smooth and level, or unforeseen problems will be billed according to contract.
 20. Should customer cancel this contract before work begins, the parties agree that 20% of the proposed contract price will be payable to Duval Asphalt as liquidated damages (not as penalty) representing the reasonable admin. Expenses incurred on the project and lost profit.
 21. If during normal completion of scope, inadequate base is discovered, the customer can proceed and void any warranty in affected area and incur no additional cost. If corrective action is elected, cost will be determined on a case-by-case basis and will result in additional cost for labor and material.
 22. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any project outside DOT roadways built entirely with DOT approved processes and material.
 23. Price is based on Duval Asphalt retaining all milled asphalt material to use for recycled content. If prime or owner elect to retain any or all of the milled material, asphalt price is subject to change to reflect the need for virgin material substitute.
- IT IS ANTICIPATED THAT, WHEN RESURFACING PAVEMENTS CONSTRUCTED WITH AN INVERTED CROWN, SOME ROLLER MARKING WILL BE VISIBLE IN THE FINISHED SURFACE.

Agreed: _____ (please initial) Date: _____

Job Information Sheet

(Please complete entirely with addresses and phone numbers)

____ Private (not bonded)
____ Bonded Private or State (bonded by general contractor)
____ Federal Work (Miller Act)

ATTACH NOTICE OF COMMENCEMENT

(If one has been recorded)

Project Name: Murabella Walking Path
Address: 101 W Positano St Augustine FL 32092
Description (if available): Lot: _____ Block: _____ OR Book: _____
Page: _____ Township: _____ Range _____ County _____

Your Company Name: Action Management Group of NE Florida LLC
Address: 5448 2nd Street
City: Saint Augustine State: FL Zip: 32080
Phone #: 9043779605

General Contractor: _____
Address: _____
Phone #: _____

Name of Company your Contract is with: _____
Address: _____
Phone #: _____

Property Owner: _____
Address: _____
Phone #: _____

Bonding Company and/or Bond Agent: _____
Address: _____
Phone #: _____

Bank Name or Funding Source: _____
Address: _____
Contact Name: _____ Phone #: _____

Contract Amount: _____ RETAINAGE: _____ %

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President
J. Daniel Vallencourt, Vice President
Stan Bates P.E., Vice President

To:	Turnbull Creek CDD	Contact:	Mike Yuro
Address:	101 E Positano Ave St. Augustin, FL 32092	Phone:	904-940-1157
Project Name:	Murabella Walking Track Improvements	Fax:	
Project Location:	Murabella, St. Augustine, FL	Bid Number:	
		Bid Date:	8/23/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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New Trail

008 Demolition

814	Demo Existing Asphalt	360.00	SY	\$41.21	\$14,835.60
Total Price for above 008 Demolition Items:					\$14,835.60

011 Earthwork

1111	Purchase Fill Material	500.00	CY	\$21.91	\$10,955.00
1109	Place & Compact Fill	500.00	CY	\$6.75	\$3,375.00
1104	Strip Topsoil	50.00	CY	\$65.61	\$3,280.50
1107	Respread Topsoil Off Site	50.00	CY	\$65.61	\$3,280.50
Total Price for above 011 Earthwork Items:					\$20,891.00

012 Grassing

1201	Site Sod	1,466.00	SY	\$3.41	\$4,999.06
Total Price for above 012 Grassing Items:					\$4,999.06

013 Subsoil Stabilization

1304	Subsoil Stabilization	300.00	SY	\$27.08	\$8,124.00
Total Price for above 013 Subsoil Stabilization Items:					\$8,124.00

014 Base

1402	6" Limerock	295.00	SY	\$29.01	\$8,557.95
Total Price for above 014 Base Items:					\$8,557.95

015 Asphalt Paving

1505	1 1/2" Asphalt Pavement	295.00	SY	\$26.65	\$7,861.75
1517	Prime Limerock	295.00	SY	\$0.68	\$200.60
Total Price for above 015 Asphalt Paving Items:					\$8,062.35

Total Price for above New Trail Items: \$65,469.96

Walking Track Improvements

001 General Conditions

100	General Conditions	1.00	LS	\$52,353.70	\$52,353.70
106	Staging And Laydown Area	500.00	SY	\$31.77	\$15,885.00
110	Prep & Cleanup Prior To Paving	8,097.00	SY	\$4.76	\$38,541.72

Total Price for above 001 General Conditions Items: \$106,780.42

006 Erosion Control

601	Silt Fence Type III (Regular)	18,216.00 LF	\$1.45	\$26,413.20
604	Floating Turbidity Barrier	150.00 LF	\$8.87	\$1,330.50
608	Inlet Protection	6.00 EACH	\$204.72	\$1,228.32

Total Price for above 006 Erosion Control Items: \$28,972.02

007 Maintenance Of Traffic

700	Maintenance Of Traffic (Basic Signs)	1.00 LS	\$7,003.08	\$7,003.08
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Total Price for above 007 Maintenance Of Traffic Items: \$7,003.08

008 Demolition

814	Demo Existing Trail For Edge Drain Installation	195.00 SY	\$116.16	\$22,651.20
814	Reclaim Asphalt & Base On Existing Trail (Full Repair)	510.00 SY	\$33.47	\$17,069.70

Total Price for above 008 Demolition Items: \$39,720.90

009 Clearing

900	Tree Trimming & Root Removal	1.00 LS	\$23,569.68	\$23,569.68
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Total Price for above 009 Clearing Items: \$23,569.68

011 Earthwork

1118	Final Dressout (One Time)	20,240.00 SY	\$0.97	\$19,632.80
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Total Price for above 011 Earthwork Items: \$19,632.80

012 Grassing

1201	Site Sod	18,460.00 SY	\$3.41	\$62,948.60
1201	Site Sod In Overbuild Area	1,780.00 SY	\$3.41	\$6,069.80

Total Price for above 012 Grassing Items: \$69,018.40

014 Base

1402	6" Limerock (Overbuild)	260.00 SY	\$30.75	\$7,995.00
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Total Price for above 014 Base Items: \$7,995.00

015 Asphalt Paving

1503	1" Asphalt Pavement	7,736.00 SY	\$18.23	\$141,027.28
1506	Over Build Asphalt Pavement	360.00 SY	\$47.61	\$17,139.60
1518	Tack Coat	7,736.00 SY	\$0.68	\$5,260.48
1518	Tack Coat Overbuild Area	360.00 SY	\$0.68	\$244.80
1509	Full Trail Repair	510.00 SY	\$28.26	\$14,412.60

Total Price for above 015 Asphalt Paving Items: \$178,084.76

030 Storm Drain

3074	Inline Drains	3.00 EACH	\$2,227.92	\$6,683.76
3077	12" Edge Drain	580.00 LF	\$74.88	\$43,430.40
3082	Core Existing Drainage Structure	1.00 EACH	\$7,068.18	\$7,068.18
3110	6" HDPE 0-6' Deep	260.00 LF	\$46.33	\$12,045.80
3279	Punch Out Storm Drain	840.00 LF	\$3.60	\$3,024.00

Total Price for above 030 Storm Drain Items: \$72,252.14

Total Price for above Walking Track Improvements Items: \$553,029.20

Total Bid Price: \$618,499.16

Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Vallencourt Construction Company, Inc.

Authorized Signature: _____

Estimator: Terrence Adams

Tab 3

**FIRST ADDENDUM TO THE CONTRACT FOR
DISTRICT MANAGEMENT SERVICES**

This First Addendum to the Contract for District Management Services (this “**Addendum**”), is made and entered into as of the 1st day of October, 2023 (the “**Effective Date**”), 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 (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for District Management Services dated June 1, 2022 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend the Schedule of Fees section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend the Schedule of Fees attached.

The amended Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____
PRINTED NAME: William J. Rizzetta
TITLE: President
DATE: _____

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

BY: _____
PRINTED NAME: _____
TITLE: Chairman/Vice Chairman
DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$3,762.50	\$45,150
Assessment Roll ⁽¹⁾	_____	\$5,040
Total Standard On-Going Services:	\$3,762.50	\$50,190

(1) Assessment Roll is paid in one lump-sum at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

Tab 4

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

This Second Amendment (the “Second Amendment”) is made and entered into to be effective this ____ day of August 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, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”), and

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

RECITALS

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

WHEREAS, the Agreement shall terminate on September 30, 2023, unless renewed; and

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

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

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

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

SECTION 2. The Agreement is hereby renewed until September 30, 2024. In accordance with the terms of the Agreement and the proposal submitted by the Contractor in connection therewith, the Contractor shall be compensated for providing the Services described in the Agreement in accordance with the prices set out at **Exhibit A**, which is incorporated herein by reference. The Contractor shall present the proposed compensation for the fiscal year beginning October 1, 2024, and ending September 30, 2025, no later than February 28, 2024. Any provisions of Exhibit C to the Agreement not explicitly modified by this Second Amendment remain unaffected and in full force and effect.

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

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

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

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

**RIVERSIDE MANAGEMENT
SERVICES, INC.**

By: _____
Name: _____
Title: _____

Exhibit A: Compensation

Exhibit A
Compensation

RIVERSIDE MANAGEMENT SERVICES, INC.

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

August 24, 2023

Carol Brown, District Manager
Turnbull Creek Community Development District

Re: Amenity Management Services Agreement Extension – Fiscal Year 2024

Dear Carol:

Please consider this proposal for Riverside Management Services, Inc. (“RMS”) to continue providing the following services for the Turnbull Creek Community Development District:

<u>Services</u>	<u>FY2024 Fees</u>	<u>FY2024 Budget</u>
Facility Management	\$71,166	\$71,166
Field Operations	\$59,801	\$59,801
Facility Maintenance	\$57,166	\$57,166
Common Area Waste Collections	\$21,349	\$21,349
Program Director	\$3,004	\$3,004
Pool Maintenance	\$15,801	\$15,801

We are requesting a 3.7% cost of living increase for the above referenced services. In addition, RMS will continue providing Facility Attendants and Facility Monitors at \$21.50 per hour and Lifeguard Services at \$19 per hour. These hourly rate increases offset the impact of the mandated minimum wage increase of \$1.00 plus taxes, insurance and hiring costs. The total cost for this service is variable subject to staffing levels and weather conditions and is anticipated to be within the adopted budget amount for these services. Should you have any questions or comments, please feel free to contact me.

Sincerely,

Darrin Mossing

Darrin Mossing
President

Cc: Jerry Lamber, Vice President
Alison Mossing, Director of Amenity Services

Tab 5

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

PROPOSAL SUBMITTED TO	Riverside Management Services	PHONE	904-288-7667	DATE	03/24/2022
STREET	9655 Florida Mining Blvd	JOB NAME	Aquatic Weed Control		
CITY STATE and ZIP CODE	Jacksonville, FL 32257	JOB LOCATION	Murabella - Turnbull Creek CDD		
ARCHITECT	Carol Brown	DATE OF PLANS	October 2023		JOB PHONE
			Clbrown@rizzetta.com		

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

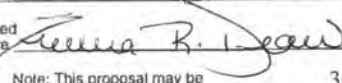
Eighteen Thousand Nine Hundred and No/100----- dollars (\$ 18,975.00).

Payment to be made as follows:

Monthly payments of \$1,581.25; invoiced at the end of each month and payable within thirty days.

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

Authorized Signature



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

We hereby submit specifications and estimates for:

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

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

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

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

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

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

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

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

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

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

Acceptance of Proposal

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

Signature _____

Signature _____

Date of Acceptance _____

Tab 6



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 8, 2024

Turnbull Creek Community Development District

We appreciate the opportunity to offer our services to Turnbull Creek Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$1,020,000 Senior Special Assessment Bonds, Series 2015B-1 (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

The procedures that Grau has been requested to perform are solely the responsibility of the Issuer. Furthermore, Grau has no responsibility to advise the Issuer of other procedures that might be performed and makes no representations as to the sufficiency of such procedures for the purposes of the Issuer.

Grau's responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. Grau has no responsibility for updating the procedures performed or for performing any additional procedures.

Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

The Issuer shall provide accurate and complete information requested by Grau. Grau has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, the Issuer, even if Grau had reason to know or should have known of such inaccuracy or incompleteness.

Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management or of the Board of Directors of the Issuer.

Limitation on Liability

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. Five annual rebate calculations will be performed (for the years ended 2/28/24, 2/28/25, 2/28/26, 2/28/27 and 2/28/28). Rebate calculations for future periods will be agreed upon separately. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,

David Caplivski

David Caplivski

Accepted and agreed to by Turnbull Creek Community Development District:

Signature: _____

Title: _____

Date: _____



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 8, 2023

Turnbull Creek Community Development District

We appreciate the opportunity to offer our services to Turnbull Creek Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$260,000 Subordinate Special Assessment Bonds, Series 2015B-2 (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

The procedures that Grau has been requested to perform are solely the responsibility of the Issuer. Furthermore, Grau has no responsibility to advise the Issuer of other procedures that might be performed and makes no representations as to the sufficiency of such procedures for the purposes of the Issuer.

Grau's responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. Grau has no responsibility for updating the procedures performed or for performing any additional procedures.

Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

The Issuer shall provide accurate and complete information requested by Grau. Grau has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, the Issuer, even if Grau had reason to know or should have known of such inaccuracy or incompleteness.

Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management or of the Board of Directors of the Issuer.

Limitation on Liability

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. Five annual rebate calculations will be performed (for the years ended 2/28/24, 2/28/25, 2/28/26, 2/28/27 and 2/28/28). Rebate calculations for future periods will be agreed upon separately. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,

David Caplivski

David Caplivski

Accepted and agreed to by Turnbull Creek Community Development District:

Signature: _____

Title: _____

Date: _____



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 8, 2023

Turnbull Creek Community Development District

We appreciate the opportunity to offer our services to Turnbull Creek Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$4,196,000 Special Assessment Refunding Bonds, Series 2016 (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

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Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

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Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management, the Trustee, or of the Board of Directors of the Issuer and the Issuer of the Bonds.

Limitation on Liability

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. Five annual rebate calculations will be performed (for the years ended 3/31/24, 3/31/25, 3/31/26, 3/31/27 and 3/31/28). Rebate calculations for future periods will be agreed upon separately. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,

David Caplivski

David Caplivski

Accepted and agreed to by Turnbull Creek Community Development District.:

Signature: _____

Title: _____

Date: _____

Tab 7



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Turnbull Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

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

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

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

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123555

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$2,972,400
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$64,769

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

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

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

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

TOTAL PROPERTY PREMIUM

\$24,452

Extensions of Coverage

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

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

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

CRIME COVERAGE

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

Deadly Weapon Protection Coverage

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

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

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

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123555

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$24,452
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$5,782
Public Officials and Employment Practices Liability	\$4,293
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$34,527

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

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

Turnbull Creek Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

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

Table with 3 columns: Coverage Type, Amount, and Description. Includes Building and Content TIV (\$2,972,400), Inland Marine (\$64,769), and Auto Physical Damage (Not Included).

Signature: _____ Date: _____

Name: _____

Title: _____



Turnbull Creek Community Development District

Policy No.: 100123555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
1	Amenity Center		2006	10/01/2023	\$1,252,300		\$1,378,400		
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2024	\$126,100				
2	Swimming Pool w/Bridge, Pumps & Equipment		2006	10/01/2023	\$694,800		\$694,800		
	101 West Positano Avenue St. Augustine FL 32092		Below ground liquid storage tank / pool	10/01/2024					
3	Pool Slide Tower		2006	10/01/2023	\$72,900		\$72,900		
	101 West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2024					
	Complex				Clay / concrete tiles				
4	Splash Pad Equipment		2006	10/01/2023	\$7,300		\$7,300		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024					
5	Colonnade		2006	10/01/2023	\$4,100		\$4,100		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024					
6	Pool Pavilion		2006	10/01/2023	\$19,000		\$19,000		
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2024					
	Pyramid hip				Clay / concrete tiles				
7	Pool Shade Structure		2006	10/01/2023	\$15,200		\$15,200		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024					

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100123555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced			Roof Yr Blt
8	Pool Furniture in the Open		2006	10/01/2023	\$123,000		\$123,000
	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2024			
9	Decorative Fountain		2006	10/01/2023	\$15,000		\$15,000
	101 West Positano Avenue St. Augustine FL 32092		Pump / lift station	10/01/2024			
10	Playground Equipment		2006	10/01/2023	\$87,300		\$87,300
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024			
11	Playground Shade Structure (2)		2006	10/01/2023	\$38,000		\$38,000
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024			
12	Basketball Shade Structure		2006	10/01/2023	\$15,000		\$15,000
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024			
13	Basketball Court (2 Goals)		2006	10/01/2023	\$38,200		\$38,200
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024			
14	Park Shade Structure		2006	10/01/2023	\$15,000		\$15,000
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024			

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100123555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	
	Roof Shape	Roof Pitch						Roof Covering	Covering Replaced
15	Park Pavilion		2006	10/01/2023	\$22,000		\$22,000		
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2024					
	Pyramid hip				Clay / concrete tiles				
16	Baseball Backstop Fencing		2006	10/01/2023	\$6,800		\$6,800		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024					
17	Tennis Court Fencing/Lights & Shade Structure		2006	10/01/2023	\$36,000		\$36,000		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024					
18	Black Aluminum Fencing		2006	10/01/2023	\$22,000		\$22,000		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2024					
19	Maintenance Shed		2006	10/01/2023	\$4,200		\$4,200		
	101 West Positano Avenue St. Augustine FL 32092		Frame	10/01/2024					
20	Dumpster Enclosure		2006	10/01/2023	\$6,800		\$6,800		
	101 West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2024					
21	Decorative Street Railing (Amenity Center Entrance)		2006	10/01/2023	\$18,600		\$18,600		
	West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2024					

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100123555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Covering Replaced
	Roof Shape	Roof Pitch							
22	Mail Pavilion		2006	10/01/2023	\$32,500		\$32,500		
	E Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2024					
	Simple hip			Clay / concrete tiles					
23	Mail Pavilion		2006	10/01/2023	\$32,500		\$32,500		
	Toscana Ln St. Augustine FL 32092		Joisted masonry	10/01/2024					
	Simple hip			Clay / concrete tiles					
24	Playground Equipment		2006	10/01/2023	\$82,500		\$82,500		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2024					
25	Playground Shade Structure		2006	10/01/2023	\$24,000		\$24,000		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2024					
26	Park Shade Structure		2006	10/01/2023	\$15,000		\$15,000		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2024					
27	Park Shade Structure		2006	10/01/2023	\$15,000		\$15,000		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2024					
28	Hoover Well Pump (behind Tennis Court)		2017	10/01/2023	\$60,400		\$60,400		
	101 West Positano Avenue St. Augustine FL 32092		Pump / lift station	10/01/2024					

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100123555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address				Const Type	Term Date	
	Roof Shape	Roof Pitch	Roof Covering	Covering Replaced			Roof Yr Blt
29	Hoover Well Pump & Vinyl Fencing		2017	10/01/2023	\$4,200		\$4,200
	Toscana Ln St. Augustine FL 32092		Pump / lift station	10/01/2024			
30	Outdoor Signage		2017	10/01/2023	\$14,800		\$14,800
	Various St. Augustine FL 32092		Property in the Open	10/01/2024			
31	Benches in the Open		2017	10/01/2023	\$9,900		\$9,900
	Various St. Augustine FL 32092		Property in the Open	10/01/2024			
32	Entry Monuments/Features		2006	10/01/2023	\$42,000		\$42,000
	E Positano Ave & Pacetti Rd St. Augustine FL 32092		Masonry non combustible	10/01/2024			
Total:			Building Value	Contents Value	Insured Value		
			\$2,846,300	\$126,100	\$2,972,400		

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100123555
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Decorative Light Poles (Amenity Area)		Other inland marine	10/01/2023 10/01/2024	\$13,000	\$1,000
2	Security Cameras in the Open		Other inland marine	10/01/2023 10/01/2024	\$6,000	\$1,000
3	Pool Chair Lift		Other inland marine	10/01/2023 10/01/2024	\$5,000	\$1,000
4	Pool Chair Lift		Other inland marine	10/01/2023 10/01/2024	\$5,000	\$1,000
5	Floating Pond Fountain		Other inland marine	10/01/2023 10/01/2024	\$2,000	\$1,000
6	Floating Pond Fountain		Other inland marine	10/01/2023 10/01/2024	\$2,000	\$1,000
9	Access Control System		Other inland marine	10/01/2023 10/01/2024	\$4,435	\$1,000
10	CCTV		Other inland marine	10/01/2023 10/01/2024	\$10,214	\$1,000
11	Pool Camera		Other inland marine	10/01/2023 10/01/2024	\$11,500	\$1,000
12	2 Door Controlled Access Panel		Electronic data processing equipment	10/01/2023 10/01/2024	\$3,995	
13	License Plate Reader		Electronic data processing equipment	10/01/2023 10/01/2024	\$1,625	
				Total	\$64,769	

Sign: _____

Print Name: _____

Date: _____



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Workers Compensation

Turnbull Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

Quotation being provided for:

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

Term: October 1, 2023 to October 1, 2024
Coverage Provided by: Florida Insurance Alliance
Quote Number: WC100123555

TYPE OF INSURANCE

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

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

Additional terms and conditions, including but not limited to:

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

Tab 8

**LICENSE AGREEMENT BY AND BETWEEN THE TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT AND CREATE-A-COOK 2 LLC
REGARDING THE USE OF THE DISTRICT’S AMENITY FACILITIES**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ___ day of August 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 a mailing address of c/o Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

CREATE-A-COOK 2 LLC, a Florida limited liability company, with a mailing address of 8 Barcelona Avenue, St. Augustine, Florida 32080 (“Licensee”).

RECITALS

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

WHEREAS, the District owns and maintains as public improvements recreational facilities which include an amenity center and parking facilities (together, “Facilities”); and

WHEREAS, Licensee intends to operate cooking classes in accordance with the terms set forth herein (“Cooking Class(es)”), and has requested permission from the District to use the Facilities for the Cooking Classes; and

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

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

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

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

2. GRANT OF LICENSE. The District hereby grants to Licensee a nonexclusive license to use the Facilities for operation of the Cooking Classes, in accordance with the terms and

conditions contained herein and in the exhibits hereto (“License”). In consideration of said use of the Facilities, Licensee agrees to the following conditions:

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

B. Licensee’s access to the Facilities is limited to _____ from _____ a.m./p.m. to _____ a.m./p.m. (“Schedule”). This Agreement does not grant access to the Facilities at any other days or times except as set forth herein and as coordinated and approved by the District’s designee. The District’s designees for purposes of this Agreement shall be its District Manager and its Amenity Manager.

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

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

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

F. Licensee’s use of the Facilities shall be subject to the policies and regulations of the District and Licensee acknowledges receipt of all such policies and rules including the child safety policies, attached hereto as **Exhibit A**, and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure compliance with such rules and policies including the child safety policy by all users under this Agreement. Licensee, and all employees and volunteers must successfully complete a background check. All background checks are to be completed at the cost of Licensee. Licensee will be responsible for reporting all incidents and injuries to the District Manager or Amenity Manager as they occur.

G. Licensee shall obtain an executed release and waiver, substantially in the form provided herein, signed by each of Licensee’s participants, instructors, staff and any regularly associated volunteers and specifically naming the Turnbull Creek CDD and its supervisors, staff and officers. A sample release and waiver is attached hereto as **Exhibit B** (“Waiver”).

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

I. Licensee is permitted to hold Cooking Classes pursuant to this License at the Facilities as set forth in this Agreement. Licensee shall meet with the Amenity Manager prior to the Cooking Classes to coordinate parking plans, details, times, and housekeeping responsibilities. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the Cooking Classes, and trash is properly disposed of in trash bags and taken to the dumpster. Licensee may display signage during Cooking Classes only. Signs may be displayed on the day that Cooking Classes are held and must be taken down within two (2) hours of conclusion of such Cooking Classes. Any other permanent signage, other than advertising in accordance with the District’s policies, if any, and coordinated through the Amenity Manager, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: “This is not a Turnbull Creek CDD sponsored or endorsed event.”

J. If requested by the District, Licensee shall be required to provide parking monitors for the Cooking Classes. Regardless of whether the District elects to require provision of parking monitors, parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts District or landowner property in the District shall be prohibited and may result in immediate termination of this License. Licensee shall be held responsible for coordination of all parking efforts related to the activities provided for herein.

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

K. The District agrees to maintain its recreational facilities in substantially the same form and manner as they are being maintained at the time of execution of this Agreement. The Licensee is responsible for Cooking Classes set-up and clean-up. Licensee shall report any damage to the Facilities caused by District employees or Licensees to the Amenity Manager. Upon notification of such damage, the Amenity Manager shall promptly investigate the cause and extent of the damage. The Amenity Manager shall have the sole discretion to determine if the damage exceeds Licensee’s responsibility to maintain and repair the Facilities as provided herein.

L. The District shall not be responsible for the personal safety of Licensee’s invitees, participants or other persons on District property pursuant to this Agreement, except to the limited

extent provided for in the normal operation of the District's facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment, or any other losses incurred by Licensee or its invitees whatsoever.

M. The District may elect, in its discretion, to provide information concerning Licensee's offerings and schedule so long as Licensee provides the relevant information to the District's designee in a timely manner. Such information shall include a disclaimer that such activities are not sponsored or endorsed by Turnbull Creek CDD.

3. TERM. The term of the License shall commence on August 11, 2023 and shall expire on September 10, 2023, unless terminated or extended in writing as provided for herein. This License may be extended for an additional term, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties. The District is under no obligation whatsoever to grant this or any further License to the Licensee.

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

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

6. REVENUE. Licensee shall remit ten percent (10%) of total gross revenue from the Cooking Classes to the District. Licensee shall provide a detailed accounting of all revenues in the form of a season report that details pricing for the various categories of services provided, the number of individuals serviced, and the revenues for each category of service at a minimum. The District reserves the right to request additional detail or back up for such financials upon its request.

7. **INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate, 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 \$500,000 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. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.

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

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

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Licensee: Create-a-Cook 2 LLC
8 Barcelona Avenue
St. Augustine, Florida 32080
Attn: Maria Crann

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of

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

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

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

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

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

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

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

15. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling

such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **Rizzetta & Company** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Licensee, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, PHONE: (904) 436-6270 EXT. 4631, E-MAIL INFO@RIZZETTA.COM.

[signatures on following page]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

CREATE-A-COOK 2 LLC

By: _____
Its: _____

- Exhibit A: Child Safety Guidelines**
- Exhibit B: Waiver**

Exhibit A: Child Safety Guidelines

Introduction

To help protect minors, it is important that Licensee's paid staff, volunteers, parents and athletes understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

Purpose

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Licensee and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Licensee, its paid staff, and volunteers.

Protection and Prevention

Volunteer and Employee Screening Procedures:

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Licensee:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.
- Will endeavor to release minors (here, defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.

- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles, unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.

Behavioral Guidelines for Paid Staff and Volunteers

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to one with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the

minor to another individual with supervisory authority.

- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

Exhibit B: Form of Waiver and Release
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT:
CREATE-A-COOK 2 LLC
RELEASE AND WAIVER FORM

Date: _____
Participant Name(s): _____

I, the undersigned, hereby certify that I am the individual, parent or legal guardian of the above-named participant(s). I acknowledge and understand that neither Create-a-Cook 2 LLC or personnel or volunteers affiliated therewith, including instructors, are affiliated in any way with the Turnbull Creek Community Development District or its supervisors or staff ("District") and that the District makes no representations concerning said personnel's qualifications or ability to teach or lead the cooking classes based activities to be held at the District's facilities and related recreational amenities ("Cooking Classes"). I, the undersigned, hereby agree to defend, indemnify, waive, release and forever discharge the Turnbull Creek Community Development District, and its, present, former and future supervisors, agents, officers, employees and staff, together with volunteers, participants, sponsors and advertisers, their parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns, and any other party indemnified and held harmless by the District from all claims or demands for damages, injury, death, loss to person or property, liabilities and/or expenses related in any way to participation in the Cooking Classes by the above-named participant(s) or to any other use of the District's facilities, including, but not limited to, the amenity center and parking lots. I hereby give my permission for any individual affiliated with the above-named organization, or the District, to seek and give appropriate medical attention to the above-named participant(s) in the event of an accident, injury or illness. I, the undersigned, will be responsible for any and all costs of medical attention and/or treatment.

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)
(Print) _____
(Date) _____

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)
(Print) _____
(Date) _____

Tab 9



Thank you for your purchase!

This aeration system will be a great benefit to the aquatic ecosystem in which you are placing it. Please read through the following guidelines completely before installation and operation of your aeration system.



This Kit Includes

- 1 - 1/2HP COMPRESSOR
- 3 - SELF WEIGHTED DIFFUSER BASES
- 6 - DIFFUSER MEMBRANES
- 3 - ROLLS 3/8" X 100 FOOT SELF-WEIGHTED AIR TUBING
- 1 - TRIPLE VALVE ASSEMBLY
- 3 - BARBED CHECK VALVE FITTINGS
- 6 - HOSE CLAMPS
- 3 - PADDED HOSE CLAMPS

Tools Needed

- FLAT HEAD SCREWDRIVER
- 7/16" WRENCH OR PLIERS
- 9/16" WRENCH OR PLIERS

13245 Barry Street, Holland, MI 49424
scottaerator.com
information@scottaerator.com
800-WATER-45 (800-928-3745)
(616) 392-8882



Safety Warnings

- Use extreme caution when operating in winter. Danger due to thin ice can cause drowning. Unseen currents can cause thin ice in areas long distances away from diffuser operation. Provide adequate warning for others using a pond with a diffused aeration system.
- The surface of the compressor will be hot during operation. This is normal - be careful not to touch the compressor while it is running.
- Units must be connected to GFCI protected outlets.
- Avoid using extension cords to operate compressor.
- Keep children or pets away from operating units
- Always disconnect power when servicing system.
- Relieve pressure from system before servicing.

Operation

- All of our compressors are designed for continuous operation. It is not uncommon for compressors to run 24 hours per day for three to five years. The only maintenance required is replacement of wearable items (diaphragm, piston ring, vanes, etc.) when needed and keeping filter clean.

CAUTION: All compressors in these kits are designed for oil-free operation. Never oil or lubricate the compressors.

- In addition to adding oxygen to your pond, an aeration system creates a circulation action. It takes hours for the maximum effect to be achieved, therefore we recommend running these systems continuously so that maximum circulation is sustained.

Summer Time Start Up

CAUTION: If you are installing this system at a time when your pond is already stratified (warm on surface, cold on bottom), you should be careful when first starting the aeration system. If the stagnant water on the pond bottom is stirred up too fast, a temporary increase in oxygen demand will occur and, in rare cases, a fish kill could result. If your pond is severely stratified, you should only run your system one to two hours the first day. Each day after that, increase the run time by one to two hours during the first week, run continuously after that. This will slowly mix the bottom water without a sudden depletion of oxygen.

Installation Precautions

- The air diffuser should not be placed in the deepest part of the pond. Try to locate the diffuser at approximately 2/3 to 3/4 of the deepest point (a 15' deep pond would have the diffuser at approximately 10' to 12' deep). This allows the deepest water to remain cool in the summer and stay warm in the winter.
- If your pond freezes during the winter, be sure the tubing is buried leading into the pond. If not, the ice can form around the tubing, kinking it or possibly shearing it off.

CAUTION: Locate all utilities before digging to ensure safety of installer and others.

Compressor Placement

It is critical that the air compressors be protected from the weather. You will need to provide a shelter for your compressor to protect it from rain, snow and other harsh elements.

- Be sure your shelter is adequately ventilated.
- Be sure the compressor does not sit directly on the ground, as the vibration from the motor will cause dust and dirt particles to be pulled into the motor and may cause premature failure.
- If operating compressor in freezing climates do not place compressor in "heated" buildings. Warm air holds more moisture. This warm air may condensate and freeze in the colder outdoor line.
- Ensure that compressors are placed where they will not become flooded with water.
- If possible, shaded areas are preferred.
- In areas with limited electrical supply, compressors can be placed long distances from the pond edge. A remote access valve assembly can be fed from the compressor with properly sized tubing.

Compressor cabinets are available from Scott Aerator Co.

Diffuser Placement

The amount of surface area an aeration system will effectively cover is greatly dependent on two factors - DEPTH and SHAPE. The deeper an air diffuser is located, the more boiling action it will create and a larger area will be aerated. The diagram below shows how much surface area is effectively aerated per air diffuser at various depths. Ponds that are irregular or odd shaped will also reduce size of aeration area - call our technical department for additional help. The shape of a pond affects the amount of diffusers needed. Irregular shaped ponds often require multiple diffusers to adequately aerate entire water column.

Example:

Our Bubble Pro Mini pond aerator would aerate only 1/8 of an acre if operated in 4" deep water, while aerating up to 1 acre if operating in 12" - 16" deep water.



The shape of a pond affects the amount of diffusers needed. Irregular shaped ponds often require multiple diffusers to adequately aerate entire water column.

General Assembly Instructions

1. Unpack the aeration system to ensure all parts were received. If a shortage occurs, please notify Scott Aerator Co. immediately.
2. Assemble diffusers (See below).
3. You will need to install the inlet filter and the outlet assembly. Remove the compressor from the box and remove the colored inserts from the ports on the head of the compressor, leaving in the threaded plugs.



Bubble Pro Mini



Bubble Pro



Bubble Pro Max

4. Unroll the entire roll of tubing. It is recommended that the diffuser be installed at this point. This will allow you to trim any unused tubing before attaching to the compressor. Use clamps to secure tubing to outlet assembly.
5. Open the valves on the outlet assembly to their full open position. Plug the compressor into a GFCI outlet and adjust each valve to equal the air flow to each diffuser. This equalizes air flow between diffusers with different operating depths and/or tubing lengths.

Diffuser Assembly



1. $\frac{3}{4}$ " MPT barbed check valve is designed to be used with $\frac{1}{2}$ " or $\frac{3}{8}$ " I.D. tubing.



2. Screw in correct barbed fitting until snug. **Do not over tighten**, hand tighten only.



3. Screw diffuser(s) onto $\frac{3}{4}$ " FPT on top of unit. Snug fitting by hand. **Do not over tighten.**



4. Use supplied hose clamp, slip loosely over end of tubing and push tubing tightly onto the fitting.



5. Slide hose clamp over fitting and fasten with regular screwdriver or nut driver.



6. Fit padded hose clamp over tubing. (Use 17.5mm clamp for $\frac{3}{8}$ " tubing or 25.5mm clamp for $\frac{1}{2}$ " and $\frac{5}{8}$ " tubing)



7. Use washer on both sides of base. Insert 10mm bolt from bottom side and tighten nut to clamp down tubing and provide strain relief.



8. Use rope looped through holes in base to assist lowering assembly to pond bottom. Carry only by base, do not lift by diffusers.



Future Horizons Environmental Corp

403 N First Street
 PO Box 1115
 Hastings, FL 32145-1115
 USA

Voice: 904-692-1187
 Fax: 904-692-1193

QUOTATION

Quote Number: 2442
 Quote Date: Aug 29, 2023
 Page: 1

Quoted To:

Tumbull Creek CDD
 c/o Rizzetta & Company
 3434 Colwell Ave, Ste 200
 Tampa, FL 33612

Customer ID	Good Thru	Payment Terms	Sales Rep
Tumbull01	9/28/23	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	RA6	Robust-Aire System 6 diffuser system with 6 diffuser assemblies and two 1/2hp compressors	6,167.00	6,167.00
7.00	773585	Tubing 5/8in x 500', Sure Sink, Reel	788.50	5,519.50
3.00	773580	Suresink Tubing Kit, 5/8 100'	160.81	482.44
1.00	773058	Kit, 5/8in hose connector, 10 pack	69.00	69.00
1.00		Concrete Pad for Cabinet	200.00	200.00
1.00	Aerator Service	Installation of a six head diffused aeration system for Pond #2	1,600.00	1,600.00

Subtotal	14,037.94
Sales Tax	
Freight	780.00
TOTAL	14,817.94



SOLITUDE SERVICE QUOTE


CUSTOMER NAME: **Murabell Turnbull Creek CDD**

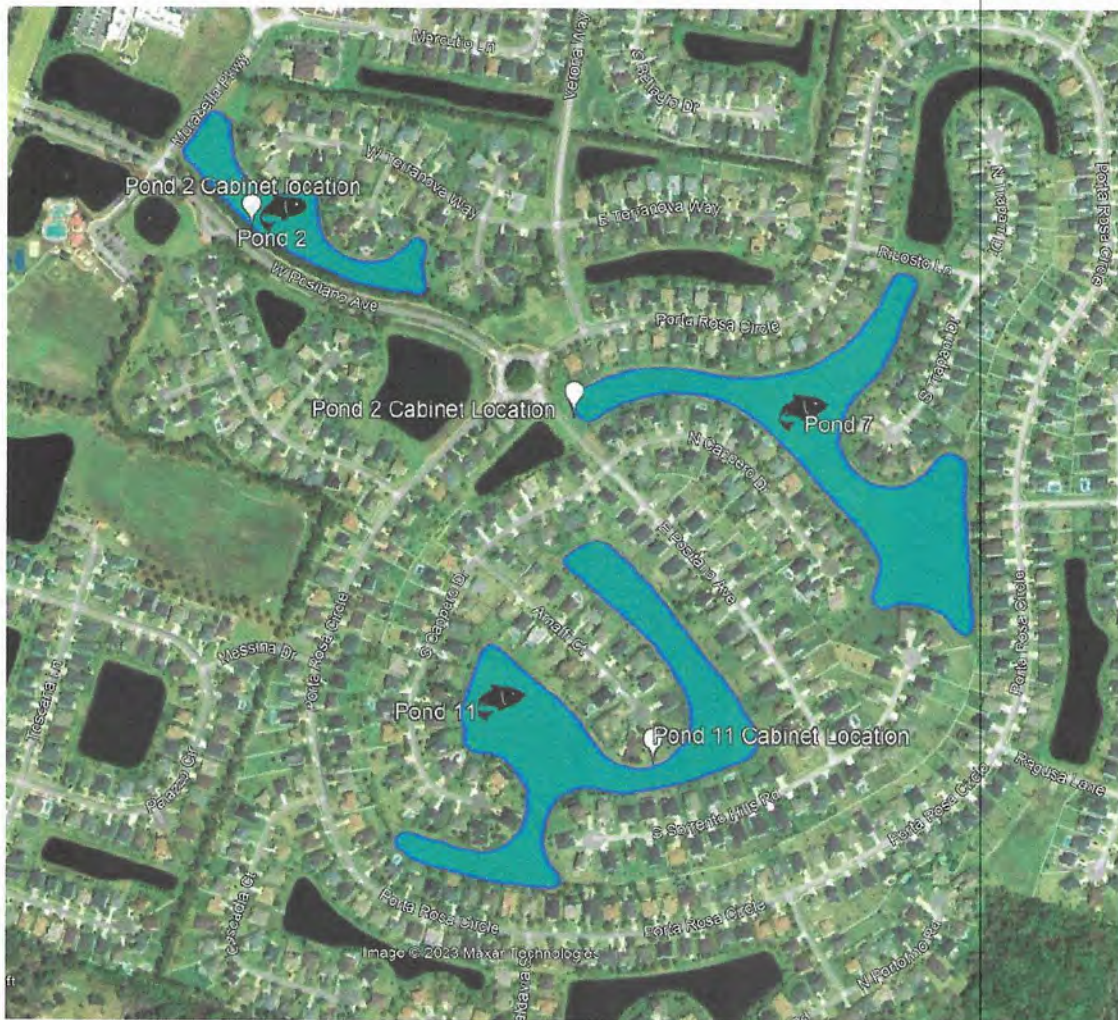
#: **Jim Schieszer, Operations Manager - jschieszer@rmsnf.com**

DATE: **August 29, 2023**

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

Quote Expires: October 27, 2023

Who we are:  WHO WE ARE | SOLitude Lake Management **Website:** [SOLitude Lake Management](https://www.solitudelakemanagement.com)



Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Services: Installation of custom-designed bottom diffused aeration systems in ponds 2, 7, & 11 at Murabella Turnbull Creek CDD in St. Augustine, FL 32092.

AERATION SYSTEM INSTALLATIONS



[Robust-Aire™ Diffused Aeration - Kasco Marine](#)

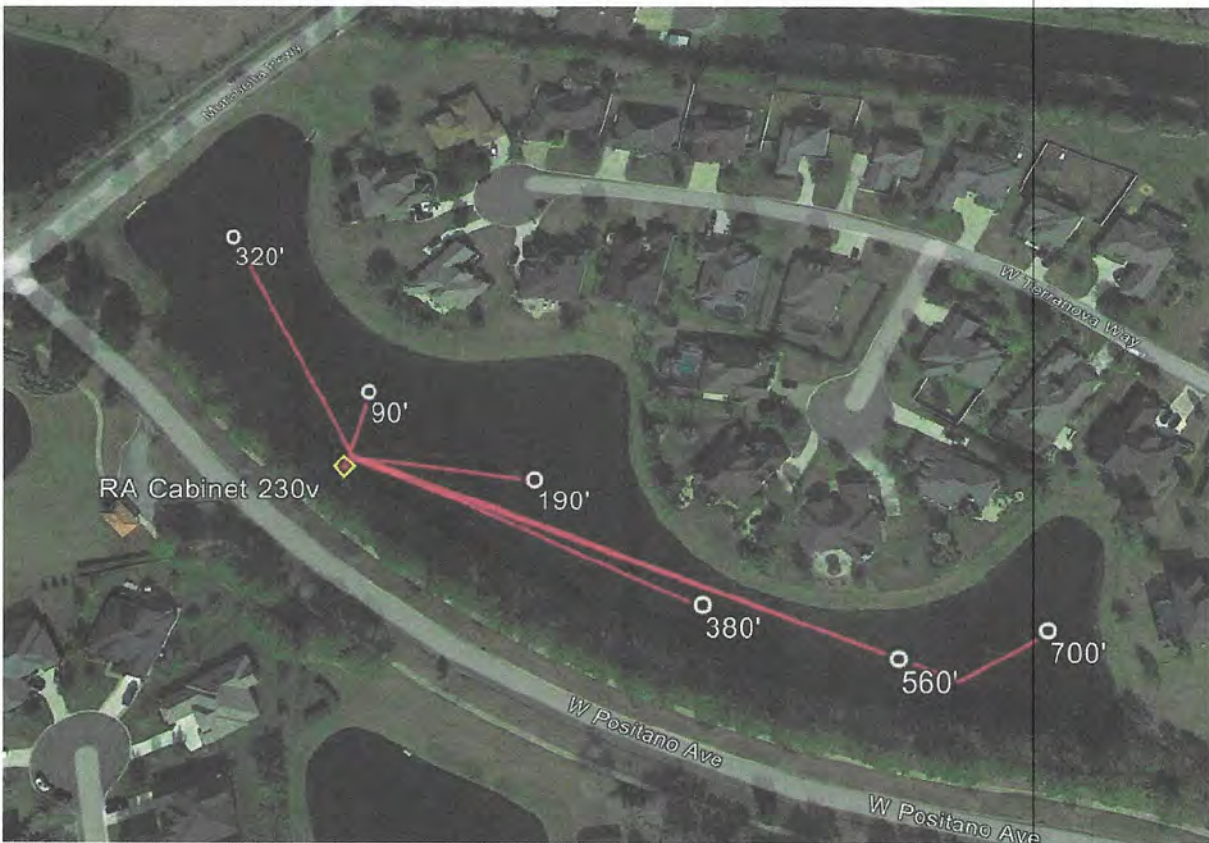
Pond 2:

1. Contractor will install the following submersed air diffused aeration system:
Kasco RAH6 Robust-Aire™ Diffused Aeration System (240V)*
 - Two (2)** ½ HP Compressors
 - Six (6)** Diffuser Assemblies (self-weighted, stainless-steel base)
 - 280 ft.** of 3/8" SureSink™ self-weighted tubing &
 - 1,960 ft.** of 5/8" SureSink™ self-weighted tubing
 - Base Mounted Cabinet**
 - Cooling fan with guard
 - Air filter assembly
 - 40 PSI pressure relief valve
 - Brass outlet air elbow
 - 6 ft. power cord
 - All labor and parts necessary for proper installation**
2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

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Site Information	
Surface Area (acres):	3.75
Average Depth (feet):	6
Water Body Volume (gallons):	7,331,647.50
Volume (acre feet):	22.50
System Specifications	
HP of Full System	1HP
Compressor	(2)1/2
CFM per System	9.6
Total Diffusers:	6
Amount of Air Tubing:	2240
Pond Turnover Calculation	
System Total Daily Pumpage (Gallons)	8,519,417.25
Water Body Turnover's per Day	1.16
System	(2)1/2
CFM per Diffuser	1.71
Max PSI	4.12



Total Investment: \$11,400

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Pond 7:

3. Contractor will install the following submersed air diffused aeration system:
 - Kasco RAH12 Robust-Aire™ Diffused Aeration System (240V)***
 - Four (4) ½ HP Compressors &**
 - Kasco RAH8 Robust-Aire™ Diffused Aeration System (240V)**
 - Three (3) ½ HP Compressors**
 - Twenty (20) Diffuser Assemblies (self-weighted, stainless-steel base)**
 - 160 ft. of 3/8" SureSink™ self-weighted tubing &**
 - 23,310 ft. of 5/8" SureSink™ self-weighted tubing**
 - Two (2) Base Mounted Cabinets**
 - Cooling fans with guards
 - Air filter assemblies
 - 40 PSI pressure relief valves
 - Brass outlet air elbows
 - 6 ft. power cords
 - All labor and parts necessary for proper installation**
4. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

Site Information	
Surface Area (acres):	11.3
Average Depth (feet):	6
Water Body Volume (gallons):	22,092,697.80
Volume (acre feet):	67.80
System Specifications	
HP of Full System	3.5HP
Compressor	(7)1/2
CFM per System	29.6
Total Diffusers:	20
Amount of Air Tubing:	23,470
Pond Turnover Calculation	
System Total Daily Pumpage (Gallons)	17,038,834.50
Water Body Turnover's per Day	1.38
System	(7)1/2
CFM per Diffuser	0.9
Max PSI	4.1

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Total Investment: \$61,282

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Pond 11:

5. Contractor will install the following submersed air diffused aeration system:
 - Kasco RAH12 Robust-Aire™ Diffused Aeration System (240V)***
 - Four (4) ½ HP Compressors &**
 - Kasco RAH8 Robust-Aire™ Diffused Aeration System (240V)**
 - Three (3) ½ HP Compressors**
 - Twenty (20) Diffuser Assemblies (self-weighted, stainless-steel base)**
 - 970 ft. of 3/8" SureSink™ self-weighted tubing &**
 - 10,380 ft. of 5/8" SureSink™ self-weighted tubing**
 - Two (2) Base Mounted Cabinets**
 - Cooling fans with guards
 - Air filter assemblies
 - 40 PSI pressure relief valves
 - Brass outlet air elbows
 - 6 ft. power cords
 - All labor and parts necessary for proper installation**
6. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

Site Information	
Surface Area (acres):	11.5
Average Depth (feet):	6
Water Body Volume (gallons):	22,483,719.00
Volume (acre feet):	69.00
System Specifications	
HP of Full System	3.5 HP
Compressor	(7) 1/2HP
CFM per System	19.2
Total Diffusers:	20
Amount of Air Tubing:	11,350
Pond Turnover Calculation	
System Total Daily Pumpage (Gallons)	10,000,000.00
Water Body Turnover's per Day	1.18
System	(7) 1/2HP
CFM per Diffuser	1.7
Max PSI	4.12

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Total Investment: \$43,384

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Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants Post Mount and Base Mount Cabinets for **lifetime** against any defects in materials and workmanship.
3. Manufacturer warrants Compressor for **three (3) years** from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants Air Station Membrane Diffusers for **lifetime** against any defects in materials and workmanship.
5. Manufacturer warrants Tubing for **fifteen (15) years** from the date of installation against any defects in materials and workmanship.
6. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
7. The manufacturer's warranty and the SOLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SOLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
 - b. The aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

Assumptions:

1. Company will have free and unimpeded access to the work locations.
2. Price is based on a reasonable plan / field design of the specified work.
3. Should any additional issues be identified during work activity, Company will notify Customer immediately to discuss modified scope, related additional costs, and confirm project path forward.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing an access point for the equipment needed.
 - b. Checking in with our progress so the project can keep moving forward.
 - c. Must be onsite on the last day of the project to approve completion, if not, project will be considered complete after notifying Customer.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

PAYMENT TERMS. The Customer shall pay 50% of this service fee upon execution of the Agreement. Once approved, Agreement will be sent for signature. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

**Stone's Aquatic Weed & Algae
Removal, LLC**

P O Box 4465
Valdosta, GA 31604 US
+1 2294154030
paige.stonespondcleaning@yahoo.com



Estimate

ADDRESS
Jim Schieszer
101 W Pasitano Ave
St Augustine, FL

ESTIMATE 6260
DATE 08/17/2023
EXPIRATION DATE 09/30/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Bubble Pro Max Sub-Surface aerator, 1/2 HP 230V	1	1,650.00	1,650.00
	Sales	Rocking Piston Compressor, 3/4 HP 230 V	1	1,000.00	1,000.00
	Sales	lockable compressor cabinet, 230V	2	500.00	1,000.00
	Sales	weighted air line 3/8" x 500'	2	700.00	1,400.00
	Sales	air line barbed connector 3/8"	10	2.25	22.50
	Sales	air line clamp s/s 3/8"	10	2.25	22.50
	Installation	Installation and/or shipping Includes 2 year motor replacement Warranty	1	1,000.00	1,000.00

Payment is due in full before installation can be scheduled. Customers are responsible for ensuring the proper electrical is available to operate the product.

TOTAL

\$6,095.00

Thank you for the opportunity, we look forward to doing business with you!

Accepted By

Accepted Date

Quotes expire 30 days from the date given

T & M Electric of Clay County, Inc.

200 College Drive
Orange Park, Florida 32065

Phone: (904)-272-0272

Fax: (904)-276-7689

PROPOSAL

DATE: August 29, 2023

PROPOSAL SUBMITTED TO: Riverside Management Services, Inc.
9655 Florida Mining Blvd., Bld. 300 Suite 305
Jacksonville, Florida 32257

Attention: Jim Schieszer

Project: Murabella Neighborhood Pond Aerator Circuit

Provide labor and materials to install (1) 120-volt, 20-amp, dedicated circuit from the existing panel adjacent to the mail kiosk.

A new circuit will be bored under Positano Avenue from panel and turn up on opposite side of berm by pond per discussion.

The new circuit will terminate on (1) 120-volt, 20 amp, GFCI, WP receptacle in junction box with an in-use cover.

The new outlet will be mounted on a pressure treated 4x4 post by the pond as discussed.

Note: Any cutting and patching of existing surfaces will be provided by others
All repairs to existing landscaping will be provided by others.

Total cost: \$6,750.00

Sincerely,



Jerry Anderson
Project Manager

Approved: _____ Date: _____



The Lake Doctors, Inc.
Aquatic Management Services

The Lake Doctors, Inc
Jacksonville Branch
11621 Columbia Park Drive West
Jacksonville, FL 32258
904-262-5500
jacksonville@lakedoctors.com

Sales Agreement
AIRMAX

MAS726857

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER" PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to install or supply the following equipment in accordance with the terms and conditions of this Agreement in the following location(s):

One (1) Airmax 8 diffuser subsurface aeration system for lake 2 at Murabella CDD, St. Augustine Florida

Includes Lake Series 80 1.5HP, 230V, up to 11.2 max cfm SilentAir Rocking Position Compressors. Lockable powder-coated aluminum cabinet with elevated base, removable top, sound reduction, and dual cooling fans 30.25"Lx28.75"W x21"H. Self-weighted Airline & Diffusers. Deposit must be received prior to installation. *Aeration compressor placed mid-way at lake within 25' of water's edge *Excludes any electrical supply, onshore electrical work or connections.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1.	LS80 1hp 230V aeration system with 8 self-weighted Diffusers & Airline	\$ 15,019.00
2.	Delivery, assembly & Installation in pond, with cabinet placement mid-way along lake*	\$ 1,800.00
3.	3 Year Compressor warranty, 5 Years on Diffuser & Airline and 10-Years on Cabinet	\$ INCLUDED
4.	Free Shipping Promotion	\$ INCLUDED
5.	6.5% Sales Tax. Please provide Tax Exemption Certificate	\$ Exempt
	Total of Services Accepted	\$ 16,819.00

\$8,409.50 deposit shall be payable upon execution of this Agreement, the balance shall be payable upon installation plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. **THE LAKE DOCTORS** considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

- C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.
- D. THE LAKE DOCTORS agrees to supply equipment within **forty-five (45) business days**, subject to availability, with receipt of this executed Agreement and required advance deposit.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before September 16, 2023.
- F. The terms and conditions form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Mark A. Seymour, Sales Manager

CUSTOMER

Signed _____ Dated _____

Name _____

TERMS AND CONDITIONS

1. Equipment sold by THE LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers. For details, see MANUFACTURERs warranty.
Eco Series
 - ½ HP- 3 Years Warranty on Manufacturer Materials and Workmanship
 - LED and RGBW Light Set- 3 Years Warranty PartsPond and Lake Series Aeration
 - 3 Years on compressor & electrical components. 5 Years on Diffusers & Airline, 10 Years on Cabinet.

The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. CUSTOMER shall bear the cost of delivering such defective items to THE LAKE DOCTORS or MANUFACTURER for repair. Any repairs, alteration or modifications made by anyone other than an authorized representative of THE LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by THE LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.
2. Failure to follow the MANUFACTURER's required maintenance may void warranty.
3. Items not covered under our warranty will be treated and billed as regular service calls. Examples of non-warranty work include cleaning of light lenses, unclogging of nozzles and filters, valve adjustments, resetting tripped breakers.
4. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by THE LAKE DOCTORS and CUSTOMER and generally within 30' or less of lake or ponds edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by THE LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.
5. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, THE LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in ponds or bodies of water in which electrical equipment has been installed. Posted notice is advised.
6. THE LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by THE LAKE DOCTORS or MANUFACTURER. Furthermore, THE LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from THE LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
7. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.
8. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
9. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
10. This Agreement is not assignable by CUSTOMER except upon prior written consent by THE LAKE DOCTORS.
11. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.
12. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of forty-five (45) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.
13. Special or custom orders are not returnable for credit. A special or custom order is defined by THE LAKE DOCTORS as any order deviating from, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
15. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.
16. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
17. If the scope of work changes after the execution of the Agreement, the Agreement can be cancelled or the customer will assume any additional cost to complete the modified agreement.



Max Pond Size	Up to 8 Acres
Max Diffuser Depth	50'
Aerates Ponds up to 6'-9' Deep	Up to 4 Acres
Aerates Ponds up to 9'-12' Deep	Up to 6 Acres
Aerates Ponds Over 12' Deep	Up to 8 Acres
SilentAir Compressor	(2) 3/4 HP Rocking Piston Compressors
Running Amps	8.6 or 4.3
Voltage	115V or 230V
Wattage	989 Watts
Max CFM	11.2
ProAir4 Diffusers	Min. 4 - Max. 8 Diffusers
Airmax Cabinet	Aluminum Cabinet & Composite Base
Cabinet Dimensions	30.25"L x 28.75"W x 21"H
Power Cord Length	6' Cabinet Cord, 2'6" Compressor Cord
Airline Sold Separately	Set up for 5/8" Airline Only
Monthly Operating Cost (24/7)*	\$70.80
ProAir Diffuser Warranty	5-Years
Compressor Warranty	3-Years
Electrical Component Warranty	3-Years
LS Series Cabinet Warranty	10-Years
EasySet Airline Warranty	5-Years

*Monthly Operating Cost is calculated at \$0.10 per kilowatt hour. Please note that costs vary by location.

Tab 10

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023/2024; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 12th day of September, 2023.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Annual Meeting Schedule

Exhibit A: Fiscal Year 2023/2024 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

The Board of Supervisors of the Turnbull Creek Community Development District will hold their regular meetings for Fiscal Year 2023/2024 at Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092, on the second Tuesday of each month, at 6:30 p.m. unless otherwise indicated as follows:

November 14, 2023

January 9, 2024

March 12, 2024

May 14, 2024

June 11, 2024

August 13, 2024

September 10, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 or by calling (904) 436-6270.

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

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

District Manager

MINUTES OF MEETING

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

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The **regular meeting** of the Board of Supervisors of Turnbull Creek Community Development District was held on **August 8, 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
Diana Jordan-Baldwin	Board Supervisor, Assistant Secretary

Also present were:

Carol Brown	District Manager, Rizzetta & Co., Inc.
Jennifer Kiliniski	District Counsel, Kilinski/Van Wyk (<i>via speakerphone</i>)
Grace Kobitter	District Counsel, Kilinski/Van Wyk
Mike Yuro	District Engineer, Yuro & Associates
Erick Hutchinson	Amenity Manager, RMS
Jim Schieszer	Field Operations Manager, RMS
Brian Stephens	Account Manager, Trimac Outdoors

Audience members present.

Audience members via speakerphone.

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

Mr. Wing called the meeting to order at 6:39 p.m.

The Board moved to Agenda Item 4C.

SECOND ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2023-2024 Final Budget**

Ms. Kobitter reviewed the public hearing process and Resolution 2023-08 for adopting Fiscal Year 2023-2024 budget.

49

On a motion by Mr. Wing and seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors opened the public hearing, for Turnbull Creek Community Development District.

50

51 The Public provided comments on \$75,000 line item for parking lot, concern for residents
52 who don't live on a pond being responsible for pond repair costs, refinancing of bonds,
53 HOA versus CDD, fireworks expenses, call-in hearing challenges, proposed parking lot
54 concern, increased traffic, landscaping performance, maintenance issues, mosquitos and
55 community appearance, mailed letter, liability of contractor, not in favor of swim team,
56 assessment increase opposition, parking lot alternative, increase instructor revenue,
57 reserve fund, utility agreements, issues with district management, special event line item,
58 RMS increases, concern with supervisors' fees, pine straw/mulch costs, opposition to
59 security and license plate reader, surveillance versus safety, flock security patent, increase
60 rental rates and instructor fees, landscape fees, no increase to Reserves, Reserve Study
61 not on website, confirm numbers on page 5 and 6, workers compensation, payroll fees,
62 SJWMD assume pond banks and zoom/online forum.

63

On a motion by Mr. Wing and seconded by Mr. Vencil, with all in favor, the Board of Supervisors closed the public hearing, for Turnbull Creek Community Development District.

64

1.) Consideration of Resolution 2023-08, Approving Fiscal Year 2023-2024 Final Budget

65

66

67

68 Ms. Brown informed the Board that the presented budget year to date column, projected
69 annual amount and insurance estimate were updated. Board reviewed the presented
70 budget. Discussion ensued.

71

On a motion by Mr. Wing and seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved, amending the presented budget, changing budget lines #15 to \$7,000.00, #60 to \$348,884.00, #62 to \$31,000.00, #69 to \$53,000.00, #79 to \$38,975.00, #87 to \$10,000.00, #85 to \$12,000.00, #88 to \$0 and Reserve Fund to \$100,000.00, for Turnbull Creek Community Development District.

72

On a motion by Mr. Wing and seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2023-08, Approving Fiscal Year 2023-2024 Final Budget, as amended, for Turnbull Creek Community Development District.

73

74

Ms. Kobitter reviewed Resolution 2023-09 and the public hearing process.

75

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THIRD ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2023-2024 Special Assessments**

On a motion by Mr. Wing and seconded by Mr. Vencil, with all in favor, the Board of Supervisors opened the public hearing, for Turnbull Creek Community Development District.

83
84
85

Public comments included a thank you and request to have parking spots on roadway.

On a motion by Mr. Wing and seconded by Mr. DeBene, with all in favor, the Board of Supervisors closed the public hearing, for Turnbull Creek Community Development District.

86
87
88
89

1.) Consideration of Resolution 2023-09, Imposing Special Assessments

On a motion by Mr. Wing and seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2023-09, Imposing Special Assessments, for Turnbull Creek Community Development District.

90
91

The Board moved to Agenda Item 2.

92

FOURTH ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

93
94
95

Audience members provided the following comments: landscaping performance, missed sections, missed weed-wacking areas, the berm not being maintained at 924 East Terra Nova Way, landscape replacement, clippings in pond, dead trees in berm, Spanish moss and Trimac checklist.

100

FIFTH ORDER OF BUSINESS

Staff Reports – Part A

101

A. Landscaper

102

**1.) Trimac Outdoor Landscape Maintenance Checklist, dated
June 5, 2023 through June 26, 2023**

103

104

Mr. Stephens had been excused from the meeting earlier by the Board. He was unsuccessful in connecting via speakerphone.

105

The Board directed the Staff to send Trimac a Notice of Deficiency and withhold funds. The Notice is to include 10 days to cure deficient work.

106

107

The Board authorized Mr. DeBene to work with Staff on punch list.

108

109

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111

116
117 The Board requested Trimac checklists be submitted to the Staff in a timely manner and
118 the checklist is to be more thorough.

119
120 **B. District Engineer**

121
122 **1.) Acceptance of 1921 & 1925 Amalfi Court Improvements Final**
123 **Inspection Report**
124

On a motion by Mr. Wing and seconded by Mr. Vencil, with all in favor, the Board of Supervisors accepted 1921 & 1925 Amalfi Court improvements final inspection report, for Turnbull Creek Community Development District.

125
126 District Counsel is to file improvements with the county.

127
128 **SIXTH ORDER OF BUSINESS**

Consideration of Pond Bank 11
Repair Proposal(s)

129
130
131 Mr. Yuro informed the Board that he circulated the scope of work to several vendors but
132 has not received any proposals back. He was aware of 2 vendors working on them and
133 hopes to have them for the next meeting.

134
135 Ms. Brown stated she was working with Mr. Yuro on reviewing the 4 resident lots that are
136 negatively impacting the pond banks, Notices had been previously mailed and Mr.
137 Schieszer has gone to the homes to speak with the residents and brought copies of the
138 Notices.

139
140 Mr. Yuro will have vendor proposals have a breakdown of costs for repairs for option for
141 District to collect from the owner.

142
143 **SEVENTH ORDER OF BUSINESS**

Consideration of Trail
Improvement Proposal(s)

144
145
146 Mr. Yuro informed the Board that the District has received a proposal from Duval Asphalt,
147 however, it does not include drainage improvements.

148
149 He is awaiting a response from another vendor.

150
151 Mr. DeBene expressed concerns of possibly damaging tree roots when making the
152 drainage improvement and would request Staff to send Notices to homeowners advising
153 them of this potential impact to the trees. He requested Mr. Yuro to have UF review and
154 advise if tree roots can be cut without killing the trees.

155
156 Mr. Yuro was excused by the Board from the meeting at 9:31 p.m.

157
158 The Board took a brief recess from 9:32 p.m. to 9:39 p.m.

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EIGHTH ORDER OF BUSINESS

**Consideration of Revised
Amenity Policies**

Ms. Kobitter reviewed revised language in the policies. Discussion ensued further on campaign fundraisers and non-users.

On motion by Ms. Jordan-Baldwin, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved the revised amenity policies, for Turnbull Creek Community Development District.

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NINTH ORDER OF BUSINESS

**Consideration of Hoover
Pumping Systems Renewal
Proposal**

On motion by Mr. Vencil, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved Hoover Pumping Systems renewal proposal, in the amount of \$2,590.00, for Turnbull Creek Community Development District.

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TENTH ORDER OF BUSINESS

**Ratification of E3 Electric of
Northeast Florida Pool Pump
Repair Proposal**

Ms. Brown informed Board that Staff are further reviewing and collecting information for potential insurance claim and the warranty of the pump.

On motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors ratified E3 Electric of Northeast Florida pool pump repair proposal, in the amount of \$3,560.50, for Turnbull Creek Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Acceptance of Arbitrage Rate
Reports for Series 2015B-1,
2015B-2 & 2016**

On motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors accepted the Arbitrage Rate Reports for Series 2015B-1, 2015B-2 & 2016, for Turnbull Creek Community Development District.

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TWELFTH ORDER OF BUSINESS

**Consideration of Suspension of
Amenity Privileges**

Mr. Hutchinson reviewed the incident from July 31, 2023, with the Board. He stated no damage occurred to the District's property.

196
197 The Board directed the Staff to suspend adolescent's amenity privileges, with second
198 offense, for 60-days and suspend adolescents, with first offense, for 15-days, Discussion
199 ensued.

200
201 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution**
202 **2023-10, Redesignating Certain**
203 **Officers**
204

On motion by Mr. Wing, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2023-10, Redesignating Certain Officers, for Turnbull Creek Community Development District.

205
206 Mr. Vencil stated a Board member may no longer reside in the District. The Staff is to
207 reach out to the supervisor and inquire.

208
209 **FOURTEENTH ORDER OF BUSINESS** **Approval of Consent Agenda**

210
211 **1.) Consideration of Minutes of the Board of Supervisors' Regular**
212 **Meeting held June 13, 2023**
213

214 Mr. Vencil noted the minutes did not include his directions for an improved landscape
215 checklist. The Staff is to review and amend line #76 to include his request.

216
217 **2.) Ratification of the Operation & Maintenance Expenditures for**
218 **May & June 2023**

219
220 **3.) Acceptance of Financial Statement (unaudited) for May 31, 2023 &**
221 **June 30, 2023**
222

On motion by Mr. Wing, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors, approved the Consent Agenda and approved, as amended, the Minutes of the Board of Supervisors' Regular Meeting held June 13, 2023, ratified the Operations & Maintenance Expenditures for May 2023, in the amount of \$113,778.31, and June 2023, in the amount of \$101,089.08, and accepted the Financial Statement (unaudited) for May 31, 2023, and June 30, 2023, for Turnbull Creek Community Development District.

223
224 **FIFTEENTH ORDER OF BUSINESS** **Staff Reports – Part B**

225
226 **A. District Counsel**

227
228 **1.) Memo on Ethic Training for Supervisors**

229
230 Ms. Kobitter reminded the Board that 4 hours on Ethics Training will be required annually
231 starting January 1st.

232
233 Ms. Jordan-Baldwin has asked Ms. Kobitter if they could review her required work courses
234 and see if this meets the new supervisor requirement.

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B. Amenity & Field Operation Managers

1.) Field Operations & Amenity Management Report, dated August 8, 2023

Mr. Hutchinson presented the Create-a-Cool classes proposal. The Board approved a 30-day trial period with 10% revenue to District.

Board to further review instructor revenue and rental rates at the next meeting.

Mr. Hutchinson requested the next budget adoption meeting to occur at a different location because of the large turnout. The Board discussed and Mr. Wing stated that past years' turnout level were not as high.

2.) Hoover Pumping Systems Report, dated June 1, 2023

Mr. Schieszer was able to take questions on Hoover Pumping Systems Report.

He informed the Board that one ADA chair lift was repaired, and the second lift chair was disassembled. Ms. Kobitter reviewed the ADA requirements.

Mr. Schieszer informed the Board that the amenity center roof had a leak over the women's restroom, and it was repaired.

Mr. DelBene inquired about a possible warranty of work. Mr. Schieszer commented on how quick the vendor responded.

Mr. Schieszer also advised the Board that there has been a decrease on motorized bikes on berms.

Mr. Vencil expressed concerns with an irrigation leaking valve that appears to be stuck open.

Mr. DelBene inquired to the status of the irrigation mapping proposal previously approved the Board. The Staff informed him it still is not complete. Board directed the Staff to add it to the Trimac deficiency list.

C. District Manager

Ms. Brown informed the Board that the next meeting is scheduled for September 12, 2023, at 6:30 p.m. at the Murabella Amenity Center.

She also informed the Board that the payroll processing agreement is in full operation and supervisors have access to their account to add their direct deposit information.

SIXTEENTH ORDER OF BUSINESS

Audience Comments and Supervisors' Requests

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Audience Comments

An audience member commented on reserve study and utilizing Village Church for a future budget hearing location.

Supervisors' Requests

Mr. DelBene requested aeration proposals for ponds on the next agenda and to add grass clipping to not be blown into the ponds from mowers in the Trimac deficiency letter..

Mr. DelBene requested Mr. Schieszer to work with the aquatic vendor in providing a priority list of ponds.

Mr. Vencil requested the Staff rake baseball field weekly and asked the Staff to find out if soil sterilizer was applied to the baseball field.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Jordan-Baldwin, seconded by Mr. DelBene, with all unanimously in favor, the Board adjourned the meeting at 10:57 p.m., for Turnbull Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A



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

To: Carol Brown – CDD Manager
From: Michael J. Yuro, P.E.
CDD Engineer
RE: 1921 & 1925 Amalfi Court Drainage Improvements – Final Inspection
Date: July 31, 2023

Carol,

This memo is a follow-up to my email to you dated May 25, 2023, with relation to the drainage improvements at 1921 & 1925 Amalfi Court.

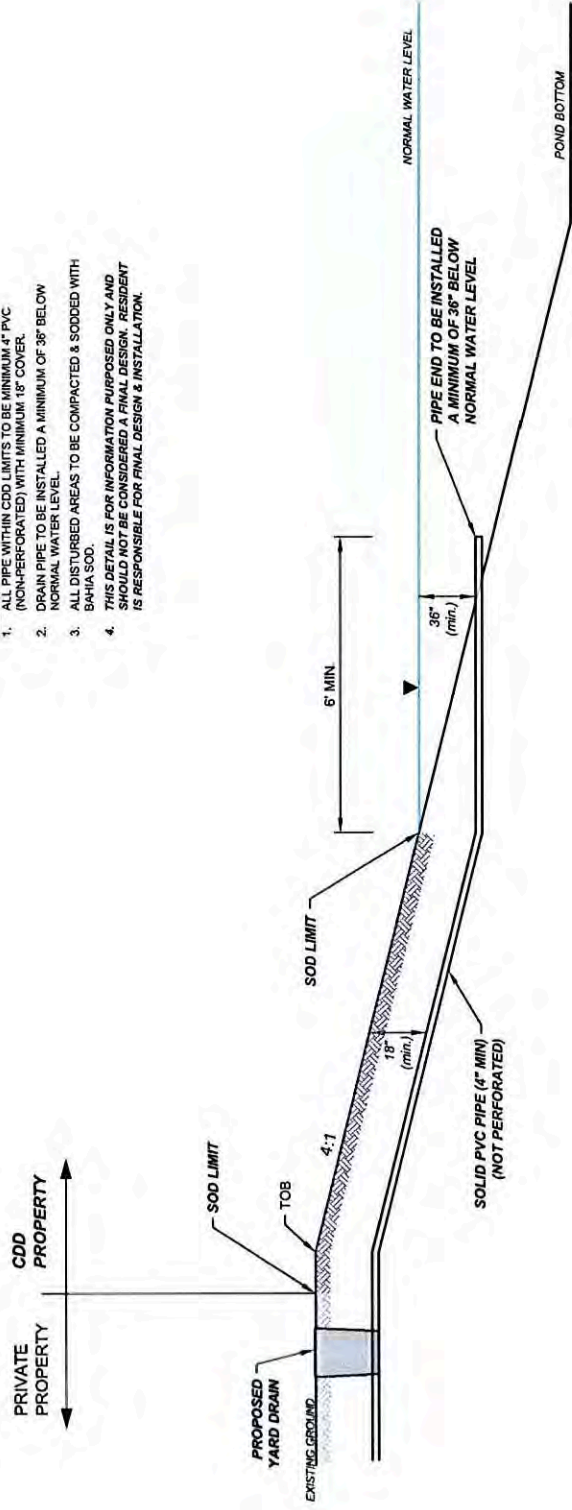
We inspected the above referenced improvements on May 22, 2023, and while we couldn't verify the depth of the pipe installation, the construction appeared to have completed in accordance with the exhibits prepared by my office and the restoration was completed satisfactorily as well, thus we would consider the effort completed.

Please let me know if you have any additional questions regarding this matter.

Sincerely,

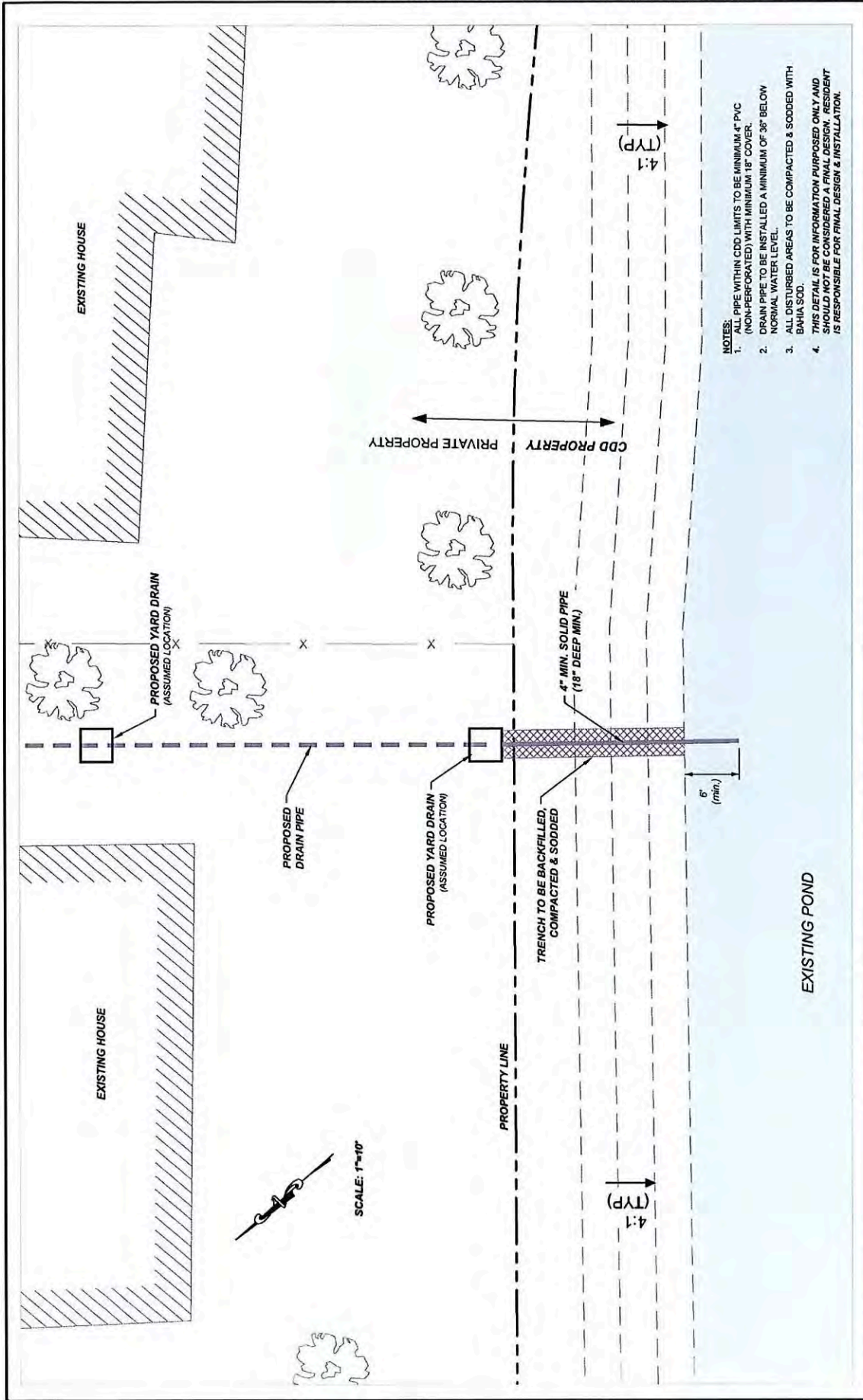
Michael J. Yuro, P.E.
Turnbull Creek CDD – District Engineer

- NOTES:**
1. ALL PIPE WITHIN CDD LIMITS TO BE MINIMUM 4" PVC (NON-PERFORATED) WITH MINIMUM 18" COVER.
 2. DRAIN PIPE TO BE INSTALLED A MINIMUM OF 36" BELOW NORMAL WATER LEVEL.
 3. ALL DISTURBED AREAS TO BE COMPACTED & SODDED WITH BAHIA SOD.
 4. THIS DETAIL IS FOR INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR IS RESPONSIBLE FOR FINAL DESIGN & INSTALLATION.



YARD DRAIN TYPICAL DETAIL
NOT TO SCALE

NO. DATE	REVISIONS	PROJECT NO.	YZ2 - 1173	SHEET NO.	1
		DRAWN BY:	EJD		
		CHECKED BY:	MY	DRAINAGE TYPICAL DETAILS	
		DATE:	4/04/23	PREPARED FOR:	
				TURBULL CREEK CDD	
				YARD DRAIN - TYPICAL DETAIL	
				MICHAEL J. YURO, P.E.	
				FLORIDA P.E. LICENSE NO. 65247	
				REGISTERED PROFESSIONAL	
				145 Hidden Road, Unit 106	
				Ponte Vedra, FL 32081	
				(904) 342-5199	
				CERTIFICATE OF AUTHORIZATION NO. 28658	



- NOTES:**
1. ALL PIPE WITHIN CDD LIMITS TO BE MINIMUM 4" PVC (NON-PERFORATED) WITH MINIMUM 18" COVER.
 2. DRAIN PIPE TO BE INSTALLED A MINIMUM OF 36" BELOW NORMAL WATER LEVEL.
 3. ALL DISTURBED AREAS TO BE COMPACTED & SODDED WITH BAHIA SOD.
 4. THIS DETAIL IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED A FINAL DESIGN. RESIDENT IS RESPONSIBLE FOR FINAL DESIGN & INSTALLATION.

NO.	DATE	REVISIONS

PROJECT NO.	Y22-1173
DRAWN BY:	EID
CHECKED BY:	MTY
DATE:	4/14/23

145 Hidden Road, Unit 108 Punta Vista, FL 33981 (813) 342-5199	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 65247 REGISTERED PROFESSIONAL
--	--

DRAINAGE TYPICAL DETAILS PREPARED FOR TURBULL CREEK CDD	SHEET NO. 2
---	----------------

SITE PLAN - TYPICAL DETAIL

Exhibit B



UPCOMING DATES TO REMEMBER

- **Next Meeting:** September 12, 2023 at 6:30 pm
- **FY 2021-2022 Audit Completion Deadline:** June 30, 2023
- **Series 2015A Bond Maturity Date:** May 1, 2035
- **Series 2015B Bond Maturity Date:** May 1, 2045
- **Series 2016 Bond Maturity Date:** May 1, 2037

District Manager's Report

August 8

2023

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<u>Financial Summary</u>	<u>07/31/2023</u>
General Fund Cash:	\$ 449,545*
Reserve Fund Cash:	<u>\$ 583,839</u>
Total Fund Balance YTD Actual:	\$1,033,384
Total Budget Expenditure YTD Variance:	(\$114,842) Over Budget
*General Fund Includes FY 23 AR of \$332.57	
Line Items Significantly Over Budget:	
District Counsel; Security Operations; Utility Electric Services; Landscape Miscellaneous; Irrigation Maintenance & Repair; Maintenance & Repair; Clubhouse Facility Maintenance; & Special Events	



Rizzetta & Company

Updates:

Mailed and Published Notices for today's public hearings on the FY 23/24 Proposed Budget and Levying Special Assessments were completed.

Mailed Notices included the CDD Fact Sheet, provided by District Counsel, and has been added to the District's website along with hardcopies available next to the agendas.

PayChex payroll processing for Board Supervisor pay is active. Supervisors are requested to update their direct deposit information within the system.

Gift of Dance Addendum to the Agreement has been fully executed.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operations and Maintenance Expenditures July 2023 For Board Approval

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

The total items being presented:

Approval of Expenditures: **\$99,257.54**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company name: Turnbull Creek Community Development District
Report name: Check register
Created on: 8/8/2023
Location: 616--Turnbull Creek

Bank	Date	Vendor	Document no	Amount	Cleared
616HANCOCKOP - Hancock Bank Account no: 0047999151					
	7/25/2023	V0119--Always Improving, LLC	100298	\$ 212.00	In Transit
	7/5/2023	V0119--Always Improving, LLC	100280	\$ 427.90	7/31/2023
	7/5/2023	V0324--Bob's Backflow & Plumbing Servic	100281	\$ 135.00	7/31/2023
	7/21/2023	V0550--COMCAST	EFT	\$ 259.19	7/31/2023
	7/19/2023	V0550--COMCAST	EFT	\$ 323.61	7/31/2023
	7/5/2023	V03840--Elizabeth Valerio	100282	\$ 250.00	7/31/2023
	7/17/2023	V0879--First Coast Franchising	100290	\$ 709.00	7/31/2023
	7/25/2023	V02863--Florida Power & Light Company	EFT	\$ 7,755.32	7/31/2023
	7/17/2023	V0956--Future Horizons, Inc.	100291	\$ 1,375.00	7/31/2023
	7/17/2023	V03024--Governmental Management Serv	100292	\$ 100.00	7/31/2023
	7/25/2023	V1037--Grau & Associates, P.A.	100299	\$ 1,800.00	In Transit
	7/25/2023	Hancock Whitney	EFT	\$ 2,583.86	7/31/2023
	7/5/2023	V02930--Hi-Tech System Associates	EFT	\$ 30.00	7/31/2023
	7/25/2023	V02704--Jeremy Vencil	100300	\$ 369.40	In Transit
	7/21/2023	V02704--Jeremy Vencil	100295	\$ 184.70	In Transit
	7/25/2023	V03505--Kilinski / Van Wyk, PLLC	100301	\$ 5,009.29	In Transit
	7/12/2023	V1902--Poolsure	100288	\$ 1,589.68	7/31/2023
	7/17/2023	V1996--Republic Services	100293	\$ 176.47	7/31/2023
	7/21/2023	V02843--Riverside Management Services,	100296	\$ 33,492.04	7/31/2023
	7/12/2023	V1954--Rizzetta & Company, Inc.	100287	\$ 1,714.55	7/31/2023
	7/5/2023	V1954--Rizzetta & Company, Inc.	100283	\$ 3,683.33	7/31/2023
	7/5/2023	V03860--Stonebridge Construction Servic	100284	\$ 1,175.00	7/31/2023
	7/25/2023	V2487--Trimac Outdoor	100302	\$ 25,335.00	In Transit
	7/5/2023	V2487--Trimac Outdoor	100285	\$ 1,540.00	7/31/2023
	7/17/2023	V2502--Turner Pest Control, LLC	100294	\$ 180.00	7/31/2023
	7/25/2023	V2539--Vector Security, Inc	100303	\$ 5,620.00	In Transit
	7/21/2023	V2539--Vector Security, Inc	100297	\$ 887.00	In Transit
	7/12/2023	V2539--Vector Security, Inc	100289	\$ 564.90	7/31/2023
	7/10/2023	Paychex Payroll Fees	EFT	\$ 110.40	7/31/2023
	7/12/2023	Paychex Payroll	EFT	\$ 481.00	7/31/2023
	7/21/2023	Paychex Payroll	EFT	\$ 1,183.90	7/31/2023
Total for 616HANCOCKOP				\$ 99,257.54	



Rizzetta & Company

Turnbull Creek Community Development District

**Financial Statements
(Unaudited)**

July 31, 2023

Prepared by: Rizzetta & Company, Inc.

**turnbullcreekcdd.com
rizzetta.com**

Turnbull Creek Community Development District

Balance Sheet

As of 07/31/2023

(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	187,420	0	0	0	187,420	0	0
Investments	288,688	583,839	998,525	2,848	1,873,900	0	0
Accounts Receivable	332	0	372	0	704	0	0
Prepaid Expenses	3,913	0	0	0	3,913	0	0
Refundable Deposits	100	0	0	0	100	0	0
Fixed Assets	0	0	0	0	0	17,295,572	0
Amount Available in Debt Service	0	0	0	0	0	0	998,897
Amount To Be Provided Debt Service	0	0	0	0	0	0	12,122,103
Total Assets	480,453	583,839	998,897	2,848	2,066,037	17,295,572	13,121,000
Liabilities							
Accounts Payable	19,262	0	0	0	19,262	0	0
Accrued Expenses	11,646	0	0	0	11,646	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	13,121,000
Total Liabilities	30,908	0	0	0	30,908	0	13,121,000
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	17,295,572	0
Net Change in Fund Balance	77,104	129,415	13,630	92	220,241	0	0
Total Fund Equity & Other Credits	449,545	583,839	998,897	2,848	2,035,129	17,295,572	0
Total Liabilities & Fund Equity	480,453	583,839	998,897	2,848	2,066,037	17,295,572	13,121,000

See Notes to Unaudited Financial Statements

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	2,000	2,000	9,644	(7,644)
Special Assessments				
Tax Roll	1,040,591	1,040,591	1,050,401	(9,810)
Other Misc. Revenues				
Facility Rentals	3,000	3,000	12,401	(9,401)
Miscellaneous Revenue	0	0	500	(500)
Total Revenues	<u>1,045,591</u>	<u>1,045,591</u>	<u>1,072,946</u>	<u>(27,355)</u>
Expenditures				
Legislative				
Supervisor Fees	7,000	5,833	4,000	1,833
Employee - Payroll Taxes	536	447	392	55
Employee - Workers Comp Insurance	0	0	792	(792)
Total Legislative	<u>7,536</u>	<u>6,280</u>	<u>5,184</u>	<u>1,096</u>
Financial & Administrative				
District Management	43,000	35,833	35,833	0
District Engineer	16,000	13,334	11,115	2,218
Trustees Fees	14,620	14,620	13,890	731
Assessment Roll	4,800	4,800	4,800	0
Printing & Binding	1,800	1,500	0	1,500
Dissemination Agent	1,000	833	1,000	(167)
Auditing Services	3,745	3,121	0	3,121
Arbitrage Rebate Calculation	3,000	3,000	3,000	0
Telephone	1,000	833	0	833
Postage & Delivery	1,000	834	231	603
Public Officials Liability Insurance	10,713	10,713	4,089	6,624
Legal Advertising	2,000	1,667	619	1,048
Dues, Licenses & Fees	175	175	175	0
Miscellaneous Fees	1,000	833	3,039	(2,206)
Office Supplies	170	142	0	142
Website Hosting, Maintenance, Backup & Email	1,200	1,000	1,000	0
ADA Website Compliance	1,200	1,000	1,000	0
Total Financial & Administrative	<u>106,423</u>	<u>94,237</u>	<u>79,791</u>	<u>14,446</u>
Legal Counsel				
District Counsel	47,000	39,167	50,093	(10,926)
Total Legal Counsel	<u>47,000</u>	<u>39,167</u>	<u>50,093</u>	<u>(10,926)</u>

See Notes to Unaudited Financial Statements

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	07/31/2023	07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Security Operations				
Security Monitoring Services	7,755	6,462	12,434	(5,971)
Total Security Operations	7,755	6,462	12,434	(5,971)
Electric Utility Services				
Utility Services	39,240	32,700	40,346	(7,647)
Utility - Street Lights	42,111	35,093	35,638	(545)
Total Electric Utility Services	81,351	67,793	75,984	(8,192)
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	11,900	9,916	4,551	5,366
Total Garbage/Solid Waste Control Services	11,900	9,916	4,551	5,366
Water-Sewer Combination Services				
Utility Services	13,080	10,900	8,289	2,611
Total Water-Sewer Combination Services	13,080	10,900	8,289	2,611
Stormwater Control				
Lake Maintenance	16,500	13,750	16,502	(2,753)
Total Stormwater Control	16,500	13,750	16,502	(2,753)
Other Physical Environment				
General Liability & Property Insurance	20,000	20,000	22,112	(2,112)
Landscape Maintenance	289,884	241,570	238,758	2,812
Irrigation Maintenance & Repair	6,000	5,000	9,616	(4,616)
Landscape Miscellaneous	28,000	23,333	86,238	(62,905)
Total Other Physical Environment	343,884	289,903	356,724	(66,820)
Parks & Recreation				
Licenses, Fees & Permits	2,100	1,750	1,884	(135)
Facility Management	68,608	57,173	57,174	0
Telephone, Internet, Cable	4,079	3,400	4,253	(854)
Pest Control	3,123	2,602	1,944	659
Pressure Washing	2,700	2,250	2,800	(550)
Maintenance & Repairs	48,000	40,000	49,146	(9,146)
Field Services	57,652	48,043	48,043	0
Clubhouse Janitorial Services	9,644	8,037	7,185	852
Clubhouse Facility Maintenance	55,111	45,926	89,085	(43,159)
Pool Chemicals & Permits	17,463	14,552	13,891	661
Pool Repair & Maintenance	15,233	12,695	14,850	(2,155)
Program Director	2,896	2,413	2,413	0
Miscellaneous Expense	540	450	1,465	(1,015)
ID & Access Cards	800	667	492	174

See Notes to Unaudited Financial Statements

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	07/31/2023	07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Office Supplies	1,800	1,500	1,911	(411)
Lifeguard/Pool Monitors	38,975	32,479	28,864	3,616
Facility Monitors	27,627	23,023	14,857	8,165
Facility Attendants	18,494	15,411	12,783	2,629
Garbage Collection - Common Areas	20,582	17,152	17,152	0
Total Parks & Recreation	395,427	329,523	370,192	(40,669)
Special Events				
Holiday Decorations	4,735	4,735	2,980	1,755
Special Events	10,000	8,333	13,119	(4,785)
Total Special Events	14,735	13,068	16,098	(3,030)
Total Expenditures	1,045,591	881,000	995,842	(114,842)
Total Excess of Revenues Over(Under) Expenditures	0	164,591	77,104	87,487
Fund Balance, Beginning of Period	0	0	372,441	(372,441)
Total Fund Balance, End of Period	0	164,591	449,545	(284,954)

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	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	37,041	129,415
Total Contingency	<u>166,456</u>	<u>166,456</u>	<u>37,041</u>	<u>129,415</u>
Total Expenditures	<u><u>166,456</u></u>	<u><u>166,456</u></u>	<u><u>37,041</u></u>	<u><u>129,415</u></u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>129,415</u>	<u>(129,415)</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><u>0</u></u>	<u><u>0</u></u>	<u><u>583,839</u></u>	<u><u>(583,839)</u></u>

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	30,534	(30,534)
Special Assessments				
Tax Roll	1,061,966	1,061,966	1,079,168	(17,202)
Total Revenues	<u>1,061,966</u>	<u>1,061,966</u>	<u>1,109,702</u>	<u>(47,736)</u>
Expenditures				
Debt Service				
Interest	491,966	491,966	455,467	36,499
Principal	570,000	570,000	650,000	(80,000)
Total Debt Service	<u>1,061,966</u>	<u>1,061,966</u>	<u>1,105,467</u>	<u>(43,501)</u>
Total Expenditures	<u>1,061,966</u>	<u>1,061,966</u>	<u>1,105,467</u>	<u>(43,501)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>4,235</u>	<u>(4,235)</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>805,230</u>	<u>(805,230)</u>

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	7,428	(7,428)
Special Assessments				
Tax Roll	286,505	286,505	290,253	(3,748)
Total Revenues	<u>286,505</u>	<u>286,505</u>	<u>297,681</u>	<u>(11,176)</u>
Expenditures				
Debt Service				
Interest	119,505	119,505	121,286	(1,781)
Principal	167,000	167,000	167,000	0
Total Debt Service	<u>286,505</u>	<u>286,505</u>	<u>288,286</u>	<u>(1,781)</u>
Total Expenditures	<u>286,505</u>	<u>286,505</u>	<u>288,286</u>	<u>(1,781)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>9,395</u>	<u>(9,395)</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>193,667</u>	<u>(193,667)</u>

Turnbull Creek Community Development District

Statement of Revenues and Expenditures

As of 07/31/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 07/31/2023	Year To Date 07/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	92	(92)
Total Revenues	<u>0</u>	<u>0</u>	<u>92</u>	<u>(92)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>92</u>	<u>(92)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>2,756</u>	<u>(2,756)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>2,848</u>	<u>(2,848)</u>

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

<u>Account</u>	<u>Investment</u>	<u>Balance as of July 31, 2023</u>
State Board of Administration	Money Market	\$ 44
US Bank Custodial Agreement/General Account	US Bank Money Market 5 - Ct	288,644
	Total General Fund Investments	\$ 288,688
Wells Fargo Bank Commercial Account	Commercial Checking Account	\$ 208,043
US Bank Custodial Agreement/General Account	US Bank Money Market 5 - Ct	375,796
	Total Reserve Fund Investments	\$ 583,839
US Bank Series 2015A Revenue	First American Government Obligation Fund Class Z	\$ 220,684
US Bank Series 2015A-1 Reserve	First American Government Obligation Fund Class Z	394,697
US Bank Series 2015A-2 Reserve	First American Government Obligation Fund Class Z	108,495
US Bank Series 2015A-1 Prepayment	First American Government Obligation Fund Class Z	4,499
US Bank Series 2015A-2 Prepayment	First American Government Obligation Fund Class Z	4,830
US Bank Series 2015B Revenue	First American Government Obligation Fund Class Z	26,009
US Bank Series 2015B-1 Reserve	First American Government Obligation Fund Class Z	32,335
US Bank Series 2015B-2 Reserve	First American Government Obligation Fund Class Z	9,706
US Bank Series 2015B-1 Prepayment	First American Government Obligation Fund Class Z	58
US Bank Series 2015B-2 Prepayment	First American Government Obligation Fund Class Z	3,515
US Bank Series 2015 Bond Redemption	First American Government Obligation Fund Class Z	109
Hancock Whitney Series 2016 Revenue	Goldman Sachs Government Fund - Class Inst #465	74,545
Hancock Whitney Series 2016 Reserve	Goldman Sachs Government Fund - Class Inst #465	118,953
Hancock Whitney Series 2016 Interest	Goldman Sachs Government Fund - Class Inst #465	24
Hancock Whitney Series 2016 Sinking Fund	Goldman Sachs Government Fund - Class Inst #465	66
	Total Debt Service Fund Investments	\$ 998,525
US Bank Series 2015 Construction	First American Government Obligation Fund Class Z	\$ 2,848
	Total Capital Projects Fund Investments	\$ 2,848

**Turnbull Creek Community Development District
Summary A/R Ledger
From 07/01/2023 to 07/31/2023**

	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	332.57
Sum for 616, 2806							332.57
616, 2812	616-200	616 Debt Service Fund S2015	St Johns County Tax Collector	AR00000457	12110	10/01/2022	270.90
	616-200	616 Debt Service Fund S2015	St Johns County Tax Collector	AR00000457	12110	10/01/2022	21.73
Sum for 616, 2812							292.63
616, 2813	616-201	616 Debt Service Fund S2016	St Johns County Tax Collector	AR00000457	12110	10/01/2022	78.93
Sum for 616, 2813							78.93
Sum for 616							704.13
Sum Total							704.13

See Notes to Unaudited Financial Statements

**Turnbull Creek Community Development District
Summary A/P Ledger
From 07/1/2023 to 07/31/2023**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
616, 2806					
616 General Fund	07/25/2023	Alfred W Grover	72523	Replace Lighting Fixtures in Mail Kiosk 07/23	545.00
616 General Fund	07/24/2023	Alfred W Grover	72423	Install Outdoor Time Clock for Pool Lights 07/23	315.00
616 General Fund	07/23/2023	Alfred W Grover	72323	Install Outdoor Fan/Light Units 07/23	360.00
616 General Fund	07/21/2023	Alfred W Grover	72123	Replace Back Up Battery in Time Clock & Reprogram 07/23	247.00
616 General Fund	07/26/2023	Florida Power & Light Company	Monthly Summary 08/23 Autopay	Electric Services 07/23	3,687.33
616 General Fund	07/26/2023	Florida Power & Light Company	Monthly Summary 08/23 Autopay	Electric Services 07/23	3,825.87
616 General Fund	07/31/2023	Future Horizons, Inc.	79741	Aquatic Weed Control Service 07/23	1,375.00
616 General Fund	07/18/2023	Kilinski / Van Wyk, PLLC	7088	Legal Services 06/23	3,880.80
616 General Fund	07/01/2023	Neighborhood Publications, Inc	MURA5894	Premium Website 07/23	45.00
616 General Fund	07/19/2023	St Johns Utility Department	532445-124596	07/23 Water Services 07/23	81.94
616 General Fund	07/19/2023	St Johns Utility Department	532445-124406	07/23 Water Services 07/23	48.02
616 General Fund	07/19/2023	St Johns Utility Department	532445-124405	07/23 Water Services 07/23	15.33
616 General Fund	07/19/2023	St Johns Utility Department	532445-114371	07/23 Water Services 07/23	660.58
616 General Fund	07/16/2023	Vector Security, Inc	72427704	Security Monitoring Services 07/23	590.03
616 General Fund	07/31/2023	Yuro & Associates, LLC	3350	Engineering Services 07/23	3,150.00
616 General Fund	07/01/2023	Yuro & Associates, LLC	3327-REV	Engineering Services 05/23	435.00
Sum for 616, 2806					19,261.90
Sum for 616					19,261.90
Sum Total					19,261.90

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

Balance Sheet

1. Trust statement activity has been recorded through 07/31/23.
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.

Summary A/R Ledger – Subsequent Collections

5. General Fund – Payment for Invoice AR00000457 in the amount of \$332.57 was received in August 2023.
6. Debt Service Fund 200 – Payment for Invoice AR00000457 in the amount of \$292.63 was received in August 2023.
7. Debt Service Fund 201 – Payment for Invoice AR00000457 in the amount of \$78.93 was received in August 2023.

Tab 12

Turnbull Creek

Community Development District

Field Operations & Amenity Management Report

09/12/23



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
September 12, 2023

To: Board of Supervisors

From: Jim Schieszer
Field Operations Manager

Erick Hutchinson
Amenity Manager

RE: Murabella Field Operations & Amenity Management Report – September
12, 2023

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

Community Events

Community Clubs:

- Coffee Hour – Fridays 10am
- Ladies Book Club – First Tuesday monthly 12pm
- Mahjong – Second and Fourth Mondays 1:30pm
- Book Exchange Club – Located in the Social Room

Community Information:

- Kids Cooking class – Wednesday, September 6th 4:30pm
- HOA Board Meeting – Monday, September 18th 6:30pm
- Food Truck Tuesday – 3rd Tuesday Monthly
- New Homeowners Meeting – Wednesday, September 20th 6:30pm

Summer Slide Hours

(Started May 27th-Ended September 4th)

Mondays 1pm-6pm

Tuesday – Sunday 11am-6pm

Private Rentals:

- August – 5 Rentals

Topics for Discussion:



Programs

[The Gift of Dance](#)



Community/CDD info

[Community website](#)

[CDD website](#)

[Trimac](#)

[Amenity manager](#)

[Operations manager](#)



Amenity Center Reminders

September pool hours

9am - 9:30pm

September slide hours

Sept 2nd, 3rd & 4th 11am - 6pm

Pool closes for 30 min from the last thunder

14 and up to come to the pool alone when lifeguards are present. **18** and up when lifeguards are not present

No hard balls or rafts in the pool

Gym hours

5am - 10pm

16 and up to come alone. **12 - 15** must be accompanied by a resident over **18**

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, playgrounds, pool area, mail kiosks, 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.

In Progress Projects



- A vehicle hit and damaged the SR 16 entrance
 - Staff is working with insurance to file a claim and have the entrance repaired as soon as possible

In Progress Projects

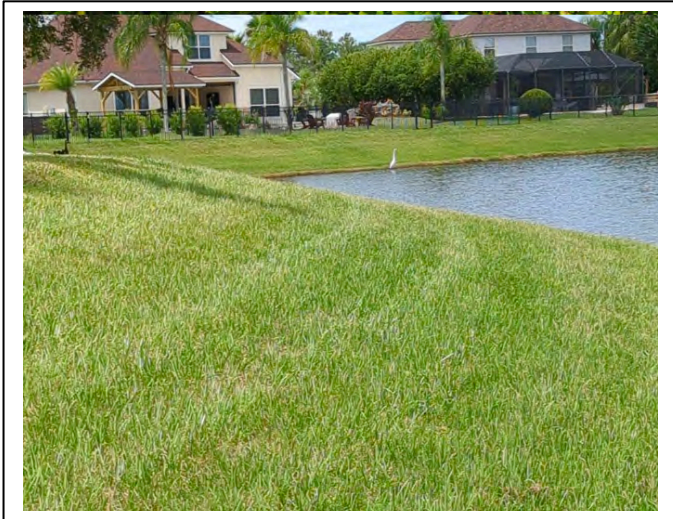


- The pump motor to the pool mushroom feature has gone down and is in the process of being repaired

In Progress Projects



- Pond bank is improving
 - Grass is taking well in most places
- Future Horizons continues to treat the ponds
- Trimac has sent in extra crews to clean up berms and deficiencies



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: 8-2-23

Weather: Partly Cloudy

Winds: 2-7 MPH

MuraBella

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Shoreline	Yes	Aquaneat, 2-4D
2	Algae	Yes	FL 909, Diquat, Copper Sulfate
3	Shoreline	Yes	Aquaneat, 2-4D
4	Shoreline	Yes	Aquaneat, 2-4D
5	Shoreline	Yes	Aquaneat, 2-4D
6	Shoreline	Yes	Aquaneat, 2-4D
7	None	No	None
8	Shoreline	Yes	Aquaneat, 2-4D
9	Shoreline	No	Aquaneat, 2-4D
10	None	No	None
11	Niad	Yes	Diquat
12	None	No	None
13	None	Yes	None
14	None	Yes	None

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Shoreline	Yes	Aquaneat, 2-4D
2	Shoreline	Yes	Aquaneat, 2-4D

Pescara

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Shoreline	Yes	Aquaneat, 2-4D
2	Shoreline	Yes	Aquaneat, 2-4D
3	Shoreline	Yes	Aquaneat, 2-4D
4	Shoreline	Yes	Aquaneat, 2-4D
5	Shoreline	Yes	Aquaneat, 2-4D

Comments: Water levels in ponds are very high.

Turnbull Creek Treat Sheet

Date: 8-14-23

Weather: Partly Cloudy

Winds: 2-7 MPH

MuraBella

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Algae, Shoreline	Yes	Copper Sulfate, Aquaneat, Trycera
2	Algae, Shoreline	No	Copper Sulfate, Aquaneat, Trycera
3	None	Yes	None
4	None	Yes	None
5	None	Yes	None
6	None	Yes	None
7	Algae, Shoreline	Yes	Copper Sulfate, Aquaneat, Trycera
8	None	Yes	None
9	None	Yes	None
10	Shoreline	No	Aquaneat, Trycera
11	Shoreline, Plankton	Yes	Copper Sulfate, Aquaneat, Trycera
12	Shoreline	Yes	Aquaneat, Trycera
13	Shoreline	Yes	Aquaneat, Trycera
14	Shoreline	Yes	Aquaneat, Trycera

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Algae, Shoreline	Yes	Copper Sulfate, Aquaneat, Trycera
2	Algae, Shoreline	Yes	Copper Sulfate, Aquaneat, Trycera

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: None