

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

Present and constituting a quorum:

Brian Wing	Board Supervisor, Chairman
Jeremy Vencil	Board Supervisor, Vice Chairman
Chris DelBene	Board Supervisor, Assistant Secretary
Diana Jordan-Baldwin	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
Jennifer Kilinski	District Counsel, Kilinski/Van Wyk
Mike Yuro	District Engineer, Yuro & Associates
Jim Schieszer	Field Operations Manager, RMS
Brian Stephens	Account Manager, Trimac Outdoors

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

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

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

Audience members had questions/concerns regarding total pond repair cost, request for clean up of ditch along SR-16, request for new amenity furniture, irrigation issues, landscapers blowing grass clippings into ponds, Board communication to the community and concerns regarding increase in fees.

THIRD ORDER OF BUSINESS

Staff Reports – Part A

A. District Engineer

1.) Update on Pond Repair

Mr. Yuro presented Aquagenix proposal, (Exhibit A). Discussion ensued regarding counsel adding this proposal amount, liquidated damages, all District Counsel and District Engineer fees associated with this matter to be included in an updated letter to Boudreaux regarding District's payment for a replacement vendor to repair the ponds.

Discussion also ensued regarding the District working with the HOA to collect and get reimbursed from the property owners for the "duck" repairs.

On a motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors authorized the District Engineer to oversee the project, not to exceed \$5,000.00, directed District Counsel to include proposal amount in Boudreaux updated letter and approved Aquagenix proposal, in the amount of \$82,213.61, subject to revising the proposal to add in language that the project will be completed by March 1st. All areas used for paths or equipment will be put back to their original condition and the "duck" area cost is to be separated out, for Turnbull Creek Community Development District.

2.) Update on Walking Trail Improvement

Mr. Yuro stated that he is waiting for an updated proposal from Duval regarding the walking trail. He will send it out once it is received and the Board can discuss it at the next meeting.

B. Landscaper

**1.) Trimac Landscape Reports – September 18, 2023; September 25, 2023
& October 23, 2023**

Mr. Vencil requested that the Board receive copies of each weekly report going forward in the agenda packet.

FOURTH ORDER OF BUSINESS

**Consideration of Landscape
Enhancement Proposal(s)**

**1.) Roberts Tree Service Proposal to Remove All Down Trees in Ditch & to
Remove 2 Dead Trees & Grind Stumps**

- 2.) Treeco Proposal to Remove Dead Live Oak & River Birch Trees at Franchetta Lane & Grind Stumps
- 3.) Treeco Proposal to Remove Dead Trees from Pacetti Drive to 177 Terracina Drive
- 4.) Trimac Proposal to Remove Dead Oak Tree & River Birch Tree & Grind Stumps
- 5.) Trimac Proposal to Remove Dead Oak Tree & River Birch Tree & Grind Stumps

On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved Roberts Tree Service proposal, in the amount of \$6,800.00, subject to more detail on the location to be included, for Turnbull Creek Community Development District.

FIFTH ORDER OF BUSINESS

Discussion Regarding Establishing Fees for District Licensing Agreements

On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved a 90-day trial for the following fee structure: Resident Only Event Fee: \$50 Rental Fee or 10% of Gross Revenue, whichever is greater, and Non-Resident Event/Program Fee: \$100 Rental Fee or 10% of Gross Revenue, whichever is greater, for Turnbull Creek Community Development District.

SIXTH ORDER OF BUSINESS

Discussion Regarding Pickleball Court Request

On a motion by Mr. DelBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors authorized the Chairman to review court location options with the District Engineer and have Staff look at exploratory court proposals so cost can be considered for a future budget, for Turnbull Creek Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Poolsure
Renewal Proposal**

On a motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved Poolsure 2024 Renewal for \$1,716.65 per month, for Turnbull Creek Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Fighting
Turtles Swim Team 2024
Schedule**

On motion by Mr. DelBene, seconded by Mr. Wing, the Board of Supervisors approved the Fighting Turtles Swim Team 2024 schedule as presented and directed District Counsel to draft addendum to their agreement, for Turnbull Creek Community Development District.

NINTH ORDER OF BUSINESS

**Consideration Fish Stocking
Proposal(s)**

1.) Future Horizons Proposal for Mosquito Fish

2.) The Lake Doctors Proposal for Gamefish

The Board tabled until next meeting and requested vendors to attend so they could further discuss options for fish stocking to reduce midges.

TENTH ORDER OF BUSINESS

**Consideration of Wall Repair
Proposal(s)**

The Board tabled and requested Mr. Schieszer, to get other bids and look at a concrete option with the District Engineer.

ELEVENTH ORDER OF BUSINESS

Approval of Consent Agenda

**1.) Consideration of Minutes of the Board of Supervisors' Regular
Meeting held September 12, 2023**

On motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held September 12, 2023, for Turnbull Creek Community Development District.

**2.) Ratification of the Operation and Maintenance of Expenditures
for August & September 2023**

On motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors ratified the operation & maintenance of expenditures for August 2023, in the amount of \$89,286.55, and September 2023, in the amount of \$123,212.59, for Turnbull Creek Community Development District.

Mr. DelBene requested that Mr. Hutchinson review Comcast services at the next meeting.

TWELFTH ORDER OF BUSINESS

**Ratification of Annual Audit of
Fiscal Year Ending September
2022**

On motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors ratified the annual audit of fiscal year ending September 2022, for Turnbull Creek Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Appointment to Board Member
Vacant Seat #5**

The Board reviewed information from 3 candidates. After a tie vote, the Board directed the Staff to repost the announcement to the community, with a deadline of December 15th. The Board will review all candidates again at the January 9th meeting.

1.) Administration of Oath of Office

Tabled.

FOURTEENTH ORDER OF BUSINESS

**Consideration of Resolution
2024-02; Redesignating
Assistant Secretaries**

On motion by Ms. Jordan-Baldwin, seconded by Mr. DelBene, with all in favor, the Board of Supervisors adopted Resolution 2024-02, Redesignating Assistant Secretaries, for Turnbull Creek Community Development District.

FIFTEENTH ORDER OF BUSINESS

Staff Reports – Part B

A. District Counsel

Ms. Kilinski reviewed with the board that she received questions about if gambling is allowed at the facilities. She stated card games are allowed and she can update the policies so there is clear language regarding this issue. The Board directed her to amend the policies to add in the language.

B. Amenity and Field Operation Managers

- 1.) Field Operations & Amenity Management Report
- 2.) Future Horizon Report

C. District Manager

Ms. Dobbins updated the Board that the vehicle damage to the SR-16 monument was covered by the vehicle's insurance. Mr. Schieszer is working with contractors to make the repairs to the monument and the landscaping.

She also brought to the Board's attention that not all of the entry monuments are on their current insurance schedule, and she is currently reviewing the matter.

Ms. Dobbins provided revenue amounts that were received from Vesta's programming over the past year. The Board requested for her to confirm Ancient City also submitted their revenue check.

SIXTEENTH ORDER OF BUSINESS

**Audience Comments and
Supervisors' Requests**

Audience Comments

Request were made for the Board to discuss possible upgrades for new furniture at the amenity center, which is part of the Reserve Study. Mr. Wing directed the District Manager to add it to the January agenda.

Supervisors' Requests

No supervisor comments.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Wing, seconded by Mr. Vencil, with all unanimously in favor, the Board adjourned the meeting at 9:17 p.m., for Turnbull Creek Community Development District.
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Secretary /Assistant Secretary



Chairman / Vice Chairman

Exhibit A



Aquagenix

A DCS Company

Welcome to the DeAngelo Contract Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DCS Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat
- * Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas.
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with DCS:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you. Respectfully yours, The team at DCS.



Aquagenix
A DCS Company

DeAngelo Contracting Services SPECIAL SERVICES AGREEMENT

This agreement, dated 11/13/2023, is made between DeAngelo Contracting Services and Turnbull Creek at Murabella as described as follows:

TURNBULL CREEK AT MURABELLA

St. Augustine, FL

Contact: Mike Yuro myuro@mjyuro.com

Aquagenix has quoted to correct all the items in the attached map. This would be full project pricing to correct the issues, sod, erosion, and slope repair.

Sod Replacement: All locations listed for sod repair. This includes, spraying out the existing, removal of old, leveling, installing. All debris from this will be removed from site and disposed of in the proper landfill.

Slope Repair: Clean drainable fill will be dropped at the street, movement of soil will be with wheelbarrow in some areas, Georgia buggy in other and the large location with a skid steer. Dirt will be compacted with walking plate compactor. Street will be cleaned up and kept tidy in the process of backfilling. Re-sod these locations has been included in this number.

Erosion Repair: Clean drainable fill will be dropped at the street, movement of soil will be with wheelbarrow in some areas, Georgia buggy in other and the large location with a skid steer. Dirt will be compacted with walking plate compactor. Street will be cleaned up and kept tidy in the process of backfilling. Re-sod these locations has been included in this number.

Sod – Bahia / laid within 24 hours from Ocala. Aquagenix does not guarantee the sod. We suggest watering the new sod every day for at least two weeks for the roots to get established.

CONCEALED OR UNKNOWN CONDITIONS: In preparing this proposal Barefoot Marine Construction has assumed there are no concealed or unknown physical conditions (subsurface or otherwise) which will adversely affect Barefoot Marine Construction ability to perform the scope of this proposal. If such conditions are encountered, Barefoot Marine Construction will immediately notify the owner in writing or email of adverse conditions and will be entitled to an adjustment of contract value, schedule, or both.

Sod Replacement: \$21,677.18

Slope Repair: \$47,530.00

Erosion Repair: \$13,016.43

Total \$82,223.61



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CONTRACT TERMS

The terms of this Agreement shall be continuous without interruption until the project is completed or this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

1. Safety:

DeAngelo Contracting Services agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

2. Insurance:

DeAngelo Contracting Services agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

3. Address Change:

If DeAngelo Contracting Services or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

4. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DeAngelo Contracting Services of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

5. Schedule of Payment and Penalties for past due invoices:

CUSTOMER will be invoiced upon completion of the special service agreement and agrees to pay DeAngelo Contracting Services within thirty (30) days after date of invoice at the DCS home office at 100 N. Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and will result in customer becoming responsible for all charges that are necessary to collect the full amount of the invoice plus said necessary collection charges.

6. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Filing of a mechanics lien on property for all monies due plus interest, DeAngelo Contracting Services costs and attorney's fees incurred by DeAngelo Contracting Services.

7. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DeAngelo Contracting Services, 527 South Church St, Hazleton, PA 18201. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DeAngelo Contracting Services in accordance with paragraph 10

- a. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DCS.
- b. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in section 10 of this contract.



Aquagenix

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8. OTHER ITEMS:

- a. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- b. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of any products.
- c. Customer agrees to notify and locate for company any private in ground utilities or structures. If customer does not notify and locate for company private in ground utilities or structures, company is not responsible for damages to said utilities or structures. Company will have public in ground utilities located through 811.
- d. DeAngelo Contracting Services will make every attempt to protect all work areas from excess damage and wear and tear. Minor cosmetic damage may occur that given time will return to pre work condition.

9. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DeAngelo Contracting Services and CUSTOMER.

Julie Clements
DeAngelo Contracting Services

Julie Clements
PRINT NAME

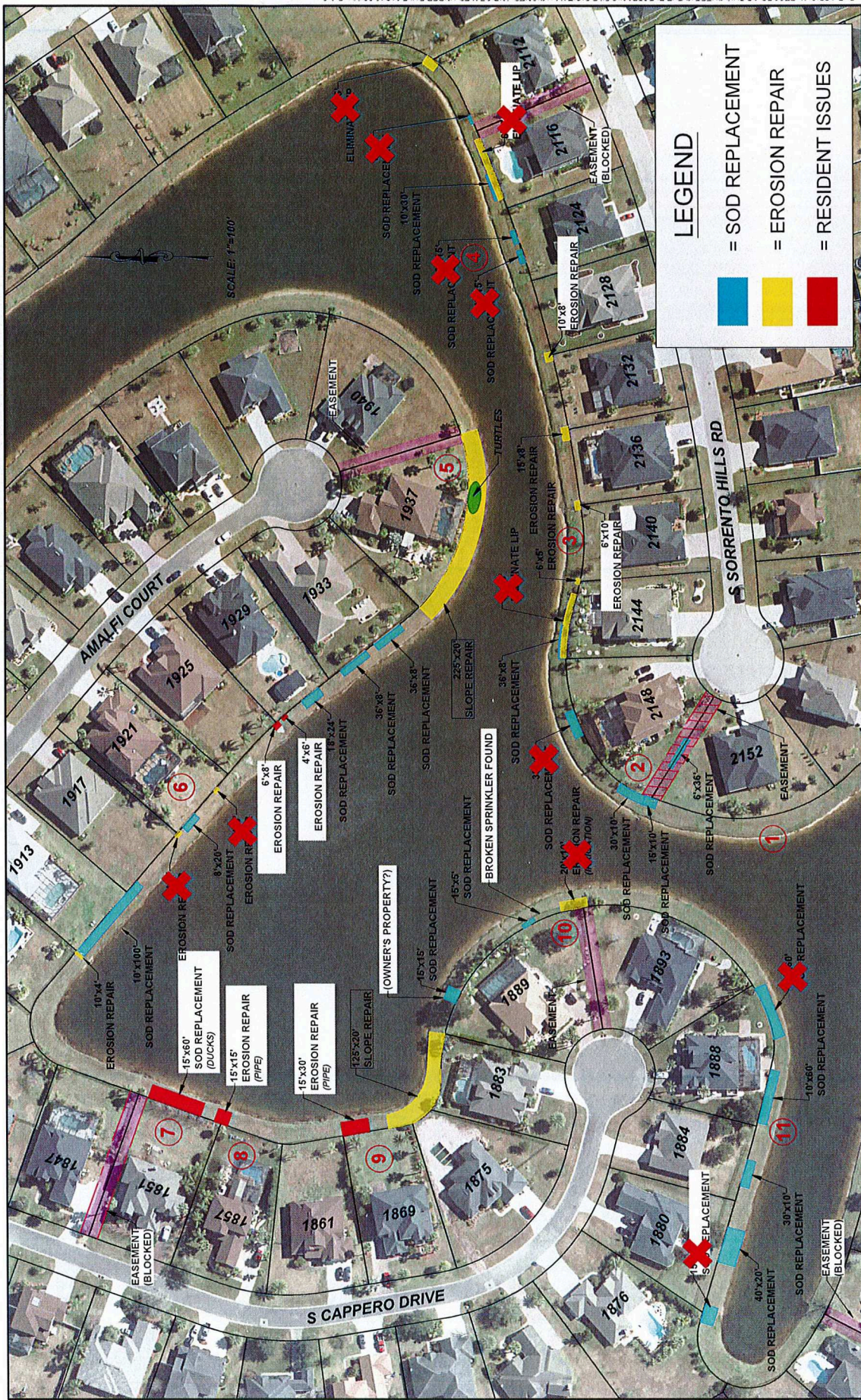
11/13/2023
DATE

CUSTOMER

PRINT NAME


DATE

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be



LEGEND

= SOD REPLACEMENT
 = EROSION REPAIR
 = RESIDENT ISSUES

NO.	DATE	REVISIONS	PROJECT NO. Y22 - 1173	DRAWN BY: EID	CHECKED BY: MY	DATE: 10/26/23	 145 Hidden Road, Unit 108 Ponte Vedra, FL 32081 (904) 342-5199 CERTIFICATE OF AUTHORIZATION NO. 28638	MICHAEL J. YURO, P.E. FLORIDA P.E. LICENSE NO. 6547 REGISTERED PROFESSIONAL	MURABELLA IMPROVEMENTS PREPARED FOR TURNBULL CREEK-CDD POND BANK RESTORATION		SHEET NO. 1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE INSTALLED, OWNED, AND MAINTAINED BY THE CITY OF PONTA VEDRA