



Rizzetta & Company

Turnbull Creek Community Development District

Board of Supervisors' Special Meeting April 9, 2024

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 Raymond Ames	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Melissa Dobbins	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

April 2, 2024

FINAL AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Turnbull Creek Community Development District will be held on **April 9, 2024, 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.....Tab 1
 - 1.) Update on Pond Repair
 - 2.) Update on Walking Trail Improvement
 - 3.) Update on Wall Repair
 - B. Landscaper.....Tab 2
 - 1.) Yardnique Landscape Reports
4. **BUSINESS ITEMS**
 - A. Review Amenity Suspension
 - B. Update on Amenity Center Furnishing Upgrades.....Tab 3
 - C. Consideration of Arbitrage Engagement Letters.....Tab 4
 - 1.) Series 2015A-1 2024 to 2028
 - 2.) Series 2015A-2 2024 to 2028
 - D. Discussion Regarding Pickleball Court Proposal(s).....Tab 5
 - E. Consideration of Amenity Gutter Proposal(s).....Tab 6
 - F. Consideration of Resolution 2024-06; Certification of Series 2015 Project Completion.....Tab 7
5. **BUSINESS ADMINISTRATION**
 - A. Approval of Consent Agenda.....Tab 8
 - 1.) Consideration of Minutes of the Board of Supervisors' Special Meeting held February 13, 2024
 - 2.) Ratification of the Operation and Maintenance of Expenditures for January & February 2024
6. **STAFF REPORTS - Part B**
 - A. District Counsel
 - B. Amenity and Field Operation Managers.....Tab 9
 - 1.) Field Operations & Amenity Management Report
 - 2.) Future Horizon Report
 - 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 us at 904-436-6270.

Yours kindly,
Melissa Dobbins
District Manager

Tab 1



A q u a g e n i x
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.



A q u a g e n i x
A DCS Company

DeAngelo Contracting Services SPECIAL SERVICES AGREEMENT

This agreement, dated 3/22/2024, 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

These are the change orders at Turnbull that were approved as work was in progress.

1: Removed Dirt Mound from under fence to allow for drainage of rainwater:

1933 Almalfi Court and 1925 Almalfi Court **COMPLETED**

Two more to be to be completed: 1869 Cappero Drive and 1857 Cappero Drive

Total: \$2,250.00

2: Duck Area Hole – 1851 S. Cappero Drive **COMPLETED**

Removed 6 Georgia Buggies of debris, potting soil, rocks and trash. We then filled the area with new soil and compacted it.

Total: \$2,475.00

Work to be proposed that was not in scope and has not been done.

Item 1: Drain Boxes to be installed between 1883 and 1875 S. Cappero Drive

Install two 12" drain boxes that will be connected in series to collect water on the properties. The second drain box will have a berm at the edge of customer property and HOA property. This small berm will help collect the water and send it thru the 6" black pipe to the pond.

HOA Total: \$2,587.50

1883 and 1875 S. Cappero Drive Total: \$2,587.50

Item 1A: 1883 and 1875 S. Cappero Drive pond bank:

Remove sod – dig dirt out of pond to fill in holes. Bring in more dirt to do final grade. Put new sod down with pins. ***If the bank changes from our site visit price is subject to change for additional work.

Total: \$5,390.00



Aquagenix

A DCS Company

Item 2: Discovery of existing pipe issues between 2148 and 2152 Sorrento Hills Road

No Repair quoted in this number. Discovery will let us know what method is needed to repair the pipe correctly.

Total: \$1,800.00

- If survey rod only penetrated the top of the pipe: Repair will be sealing the pipe with a rubberized sealant and place filter fabric around the area to include a concrete collar at the top area of the pipe.

TOTAL: \$375.00

- If survey rod penetrated the top and bottom of the pipe: Repair will be sealing the pipe with a rubberized sealant on top, remove more material for us to get to the bottom of the pipe to place filter fabric around the pipe to include a concrete collar above and below the pipe.

TOTAL: \$1,275.00

Item 3: 2152 Sorrento Hills Road: Bahia grass area that was installed will be removed and replaced with St. Augustine sod. Homeowner is responsible for watering the new sod.

TOTAL: \$1,125.00

Item 4: Duck house upstream issues: to be determined

GRAND TOTAL (not including pipe repair): \$18,215.00

Julie Clements
DeAngelo Contracting Services

Julie Clements
PRINT NAME

3/22/2024
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 null and void.

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



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A DCS Company

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.

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.



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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.

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- * Servicing Fountain and Aeration Systems
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- * Waterway and Wetland Consulting
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- * 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.

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DeAngelo Contracting Services SPECIAL SERVICES AGREEMENT

This agreement, dated 3/14/2024, 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

SCOPE OF WORK: DRAINAGE IMPROVEMENTS

- Installation of approximately 565' of edge drain along side walk.
- Excavate material from trench along sidewalk and haul away.
- Install A3 sand around drain for the length of the edge drain.
- Install corrugated 6" pipe going from the end of the edge drain to the storm drain approximately 255' away.
- Core drill into the storm structure and seal up around pipe.
- Finish grade and install sod to match existing sod.

Customer is responsible for watering sod. We recommend watering daily for at least 2 weeks for the sod to get established.

TOTAL: \$ 39,476.25

CONTRACT TERMS

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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.

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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:

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- 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.

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.

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A DCS Company

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

CUSTOMER

Julie Clements
PRINT NAME

PRINT NAME

3/14/2024
DATE

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



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



PROPOSAL: Murabella Walking Path

To:	Property:
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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:	Feb 16, 2024	Quote ID:	QUO-02185-Y3T5Y2 (Rev. 3)
Effective From:	2/16/2024	Effective To:	3/17/2024

Line No.	Product	Price	Approval (your initials)
10	Pescara Walking Path: Asphalt Overlay Approx. 4000 Sq Yds @ \$18.12 / 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. *final pricing to be determined by field measurements *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.	\$72,480.00	
20	Pescara Walking Track: Asphalt Repairs Approx. 180 Sq Yds @ \$94.05 / 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.	\$16,929.00	
30	Pescara Walking Path: Asphalt Overbuild Approx. 180 Sq Yds @ \$94.08 / 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.	\$16,934.40	
40	Pescara Walking Path: Base and Asphalt Installation Approx. 294 Sq Yds @ \$158.75 / 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	\$46,672.50	

Line No.	Product	Price	Approval (your initials)
50	San Marino Walking Track: Asphalt Repairs Approx. 28 Sq Yds @ \$209.32 / 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.	\$5,860.96	
60	San Marino Walking Path: Asphalt Overlay Approx. 2500 Sq Yds @ \$24.90 / 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. *final pricing to be determined by field measurements *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.	\$62,250.00	
70	Mail Kiosk West Positano: Asphalt Resurfacing Approx. 512 Sq Yds @ \$57.30 / Sq Yd Mill existing asphalt at an average depth of 1.5" Clean surface and haul debris off site Apply tack coat Install Sp9.5 type asphalt at an average depth of 1.5" *price includes restriping back to its current configuration *field measurements will determine final pricing *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.	\$29,337.60	
80	Underdrain Installation Install approx. 565LF of 6" underdrain pipe along the edge of asphalt walkway with 57 stone up to finish elevation of asphalt walkway Discharge underdrain pipe into 6" PVC and run 265 LF of 6" PVC to existing structure on site *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.	\$99,871.79	

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)	\$350,336.25
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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: _____ %



A q u a g e n i x
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.



A q u a g e n i x
A DCS Company

DeAngelo Contracting Services SPECIAL SERVICES AGREEMENT

This agreement, dated 2/28/2024, is made between DeAngelo Contracting Services and Turnbull Creek at Murabella as described as follows:

TURNBULL CREEK AT MURABELLA

St. Augustine, FL

Contact: Jim Schieszer jschieszer@rmsnf.com (904)759-9833

SCOPE OF WORK: WALL TO PROTECT ELECTRICAL EQUIPMENT ON BANK AND PREVENT ADDITIONAL EROSION OF POND BANK BY POOL

Aquagenix proposes to build a 21' retaining wall at pond in Turnbull Creek at Murabella. The wall will consist of a 5' wing wall out from end of bulkhead, 12' along the bank with a 4' wing wall back into the property to secure the wall into place. Wall will be made of marine grade pressure treated wood. Pilings will be 5' apart and they will be 7' long – 2' out of the ground and 5' buried. Please see the attached photo.

TOTAL: \$11,497.50

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.

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.



Aquagenix

A DCS Company

Julie Clements
DeAngelo Contracting Services

Julie Clements
PRINT NAME

2/28/2024
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



1702 Lindsey Rd
Jacksonville, Fl. 32221
Ph (904) 781-7060 Fax (904) 619-5011
CGC1523954 CMC1250093 CFC1428601 CCC1329086

Turnbull Creek CDD Murabella

Attn: Jim Schieszer -

10 20 23

Re: retaining wall

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

- >create a retaining wall 25 ft long x 4ft tall using marine grade 6 x 6 post and 2 x 8 cross members
- >the post will be set 2ft under the water lever and 2ft above the water level and wall to be built in location per management
- >bring in clean fill dirt as needed and install 4'' pvc pipe for drainage
- >install 4 deadman to support the wall and use stainless teel threaded rods on new deadman
- >pour a new foundation using concrete 12ft long x 1ft deep around the existing wall that holds the pavers
- >repair a 24 sq ft paver area as needed to make it level in same location
- >clean up job and haul away debris

Projects under \$10,000.00 are due on completion. Projects over \$10,000.00 require a 20% mobilization draw followed by 50%, 20% and 10% upon completion (some exceptions apply)

This proposal may be withdrawn at any time.

Payments are considered late 30 days after invoice approval(s) and are subject to 2.0% per month interest plus fees.

Many projects require a Notice to Owner. If you receive such please understand this is not a lien on your property and is merely making the Owner aware of services per Florida Statute.

Total Price \$14,940.00

Proposal Signed by _____ Printed Name _____
Thank you for your consideration-Scott Haines -C 904.402.6561



ESTIMATE

210 Handyman Services

210 Handyman Services
160 Meadow Creek Drive
Jacksonville, Florida 32259
United States

Mobile: 315-726-2975
210handymanservices.com

BILL TO
Turnbull Creek Community

Murabellamanager@rmsnf.com

Estimate Number: 110

Estimate Date: January 11, 2024

Valid Until: April 1, 2024

Estimate Total (USD): \$600.00

Items	Quantity	Price	Amount
Labor to install retaining wall Install retaining wall along pond bank. Will lay gravel and secure brick with material provided	1	\$600.00	\$600.00
Subtotal:			\$600.00
Total:			\$600.00
Estimate Total (USD):			\$600.00

Quote

Quote expires
February 9, 2024 12:00 am

STONE PLUS CORPORATE
8515 Baymeadows Way #402
JACKSONVILLE, FL 32256
904-636-6306

Ticket #: Q5-000867
Ticket date: 1/10/24
Station: 10

Sold to: WALK IN JAX

Ship to:

Customer #: WALK IN JAX
Sls rep: BS

Ship date:
Location: 5

Ship-via code:
Terms code:

Quantity	Item #	Description Long description	Ship-from location	Price	Selling unit	Ext prc
2.000	SPECIALPAVERS	stonegate sanddune special order pavers		686.70	S.F.	1,373.40
1	SPECIALNOTE	SPECIAL ORDER ITEM SPECIAL ORDER ITEM		0.00	EACH	0.00
1.000	LIFT	FORKLIFT/ LOADER 4 PAL OR LESS FORKLIFT/ LOADER		51.00	EACH	51.00
7.000	57STONE	# 57 LIMESTONE # 57 STONE		5.49	BAG	38.43

User: 0944

Total line items: 4

Sale subtotal:	1,462.83
Tax:	109.71
Total:	1,572.54

Points earned:	1,463
Points balance:	11,551





Tab 2

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)							2/12/2024
1.0 Maintenance							Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)							
1.1 Mowing (by Friday of each week) 3 days / week							
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason						
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	Spot mowed as needed at the clubhouse and exterior of the community						
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Spot mowed as needed in the interior sections of the community						
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Started cutting back the ornamental grasses around Memorial Park						
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Continued cutting back grasses around Memorial Park						
Friday - Outer berms off od SR16 & Pacetti Rd	Continued cutting back grasses around Memorial Park						
1.2 String Trimming	Comments						
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	Triming around obstacles is done as part of each mowing cycle						
1.3 Edging	Comments						
All hardscape and paved trails at each mowing cycle	Edging is completed as part of each mowing cycle						
1.4 Blowing	Comments						
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	Each area is blown clean of debris once mowing is completed						
1.5 Weed Control	Comments						
Weeding of plant beds, all natural areas and berms Pre & Post emergents applied at appropriate times	Post emergent herbicide is applied as part of our detail rotation						
1.6 Pruning	Comments						
Shrubs,vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.							
Trees (crape Myrtles) shall be pruned when dormant (winter)							
Palms trimming shalll be done one time per year (June-July)							
1.7 Berms	Comments						
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)							
Weeds to be removed / treated year round as needed							
2.0 Pesticide Application							
2.1 Turf Pest Control	Comments						
Turf inspected weekly and spot treated (As Needed)	All turf is inspected weekly for pest						
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical							
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses							
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire ant control is applied as needed on ant mounds present at the time of service						
2.2 Shrub & Tree Pest Control					Comments	Page 2 of 2	



Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Shrubs & Trees Pest Control inspected bi-weekly	All plant material is inspected weekly for pest	
3.0 Fertilization		
3.1 Turf Areas	Comments	
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers		
To be completed in 4 rounds (March, May, September & November)	All turf is scheduled to be fertilized the last week of February/first week of March	
3.2 Shrubs & Trees	Comments	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)		
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles	The new annual flowers were fertilized the week of 2-5-2024	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)	Comments	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	The irrigation controllers have been set for the new annual flowers	
Note: This contract shall include the following at N/C		
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,		
Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs,		
Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering		
These are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract		
The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
5.0 Mulching	Comments	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth		
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth		
6.0 Seasonal Color	Comments	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	Winter annual flowers have been installed	
Areas of seasonal color are:		
SR16 / San Giacomo entrance (420 plants per installation)		
Pacetti Rd / Terracina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Trimac):	Signature (Operations Manager) :	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)						2/19/2024
1.0 Maintenance						Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)						
1.1 Mowing (by Friday of each week) 3 days / week						
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason					
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	Detail week- Completed ornamental grass cut back around Memorial Park and started Verona Way					
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Detail week- Completed ornamental grass cut back on Verona Way					
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Detail week- Started cutting ornamental grass cut back on the eastern most boundry berm					
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Detail week- continued cutting grasses on the eastern berm					
Friday - Outer berms off od SR16 & Pacetti Rd	Detail week- completed grass cut back on the east berm and started the berm around the soccer field					
1.2 String Trimming						
Comments						
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	Triming around obstacles is done as part of each mowing cycle					
1.3 Edging						
Comments						
All hardscape and paved trails at each mowing cycle	Edging is completed as part of each mowing cycle					
1.4 Blowing						
Comments						
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	Each area is blown clean of debris once mowing is completed					
1.5 Weed Control						
Comments						
Weeding of plant beds, all natural areas and berms	Post emergent herbicide is applied as part of our detail rotation					
Pre & Post emergents applied at appropriate times						
1.6 Pruning						
Comments						
Shrubs,vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.						
Trees (crape Myrtles) shall be pruned when dormant (winter)						
Palms trimming shalll be done one time per year (June-July)						
1.7 Berms						
Comments						
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)						
Weeds to be removed / treated year round as needed						
2.0 Pesticide Application						
2.1 Turf Pest Control						
Comments						
Turf inspected weekly and spot treated (As Needed)	All turf is inspected weekly for pest					
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical						
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses						
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire ant control is applied as needed on ant mounds present at the time of service					
2.2 Shrub & Tree Pest Control						
Comments					Page 2 of 2	



Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Shrubs & Trees Pest Control inspected bi-weekly	All plant material is inspected weekly for pest	
3.0 Fertilization		
3.1 Turf Areas	Comments	
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers		
To be completed in 4 rounds (March, May, September & November)	All turf has been fertilized	
3.2 Shrubs & Trees	Comments	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)		
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles	The new annual flowers were fertilized the week of 2-5-2024	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)	Comments	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	The irrigation controllers have been set for the new annual flowers	
Note: This contract shall include the following at N/C		
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,	Two (2) lateral lines were repaired at the round about	
Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs,		
Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering		
These are to completed within 24 hours of notification.		
Note: Things that fall outside the contract		
The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
5.0 Mulching	Comments	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth		
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth		
6.0 Seasonal Color	Comments	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	Winter annual flowers have been installed	
Areas of seasonal color are:		
SR16 / San Giacomo entrance (420 plants per installion)		
Pacetti Rd / Terrancina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Trimac):	Signature (Operations Manager) :	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)							2/26/2024
1.0 Maintenance							Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)							
1.1 Mowing (by Friday of each week) 3 days / week							
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason						
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	Mowed the Berm along Pacetti Rd, clubhouse and Ponds 1-5						
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Mowed Verona Way, Memorial Park and the SR 16 entrance as well as ponds 6-9 and 15,16						
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Mowed Pescara Fields and playground. Ponds 1b-5b were mowed as needed						
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugusa Field and ponds 10-14 were mowed						
Friday - Outer berms off od SR16 & Pacetti Rd	The berm on Sr 16 and Pacetti Rd were mowed as well as the soccer field						
1.2 String Trimming							
Comments							
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	Triming around obstacles is done as part of each mowing cycle						
1.3 Edging							
Comments							
All hardscape and paved trails at each mowing cycle	Edging is completed as part of each mowing cycle						
1.4 Blowing							
Comments							
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	Each area is blown clean of debris once mowing is completed						
1.5 Weed Control							
Comments							
Weeding of plant beds, all natural areas and berms	Post emergent herbicide is applied as part of our detail rotation						
Pre & Post emergents applied at appropriate times							
1.6 Pruning							
Comments							
Shrubs,vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.							
Trees (crape Myrtles) shall be pruned when dormant (winter)							
Palms trimming shalll be done one time per year (June-July)							
1.7 Berms							
Comments							
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)							
Weeds to be removed / treated year round as needed							
2.0 Pesticide Application							
2.1 Turf Pest Control							
Comments							
Turf inspected weekly and spot treated (As Needed)	All turf is inspected weekly for pest						
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical							
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses							
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire ant control is applied as needed on ant mounds present at the time of service						
2.2 Shrub & Tree Pest Control							
Comments						Page 2 of 2	



Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Shrubs & Trees Pest Control inspected bi-weekly	All plant material is inspected weekly for pest	
3.0 Fertilization		
3.1 Turf Areas	Comments	
All lawn areas (entrys, amenity center & mail kiosks are fertilized with grannular slow release fertilizers		
To be completed in 4 rounds (March, May, September & November)	All turf has been fertalized	
3.2 Shrubs & Trees	Comments	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)		
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles	The new annual flowers were fertalized the week of 2-5-2024	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)	Comments	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	The irrigation controllers have been set for the new annual flowers	
Note: This contract shall include the following at N/C		
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,	One (1) mainline and one (1) lateral line were repaired on San Giacomo	
Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs,		
Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering		
These are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract		
The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
5.0 Mulching	Comments	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth		
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth		
6.0 Seasonal Color	Comments	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	Winter annual flowers have been installed	
Areas of seasonal color are:		
SR16 / San Giacomo entrance (420 plants per installion)		
Pacetti Rd / Terrancina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Trimac):	Signature (Operations Manager) :	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)							3/4/2024
1.0 Maintenance							Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)							
1.1 Mowing (by Friday of each week) 3 days / week							
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason						
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	Detail week- started cutting back ornamental grasses on the berms at the Pescara fields						
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Detail week- Continued cutting back grasses on the Pescara berms						
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Detail week- Completed cutting back grasses on the Pescara berms						
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Detail week- Started trimming grasses on the south side of Messina						
Friday - Outer berms off od SR16 & Pacetti Rd	Detail week- Completed the south side of Messina and started the southern boundry berm						
1.2 String Trimming							
Comments							
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	Triming around obstacles is done as part of each mowing cycle						
1.3 Edging							
Comments							
All hardscape and paved trails at each mowing cycle	Edging is completed as part of each mowing cycle						
1.4 Blowing							
Comments							
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	Each area is blown clean of debris once mowing is completed						
1.5 Weed Control							
Comments							
Weeding of plant beds, all natural areas and berms	Post emergent herbicide is applied as part of our detail rotation						
Pre & Post emergents applied at appropriate times							
1.6 Pruning							
Comments							
Shrubs,vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.							
Trees (crape Myrtles) shall be pruned when dormant (winter)							
Palms trimming shall be done one time per year (June-July)							
1.7 Berms							
Comments							
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)							
Weeds to be removed / treated year round as needed							
2.0 Pesticide Application							
2.1 Turf Pest Control							
Comments							
Turf inspected weekly and spot treated (As Needed)	All turf is inspected weekly for pest						
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical							
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses							
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire ant control is applied as needed on ant mounds present at the time of service						
2.2 Shrub & Tree Pest Control							
Comments						Page 2 of 2	



Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)							3/11/2024
1.0 Maintenance							Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)							
1.1 Mowing (by Friday of each week) 3 days / week							
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason						
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	We mowed the clubhouse area and berm along Pacetti Rd. Spot mowed ponds 1-5 as needed						
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Verona Way, Memorial Park and the SR16 entrance were mowed. Ponds 6-9 and 15,16 were mowed as needed						
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Pescara Field and playgrounds were mowed as well as ponds 1b-5b						
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugusa Field was completely mowed. Ponds 10-14 were mowed as needed						
Friday - Outer berms off od SR16 & Pacetti Rd	The SR 16 and Pacetti berms were completely mowed						
1.2 String Trimming							
Comments							
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	Triming around obstacles is done as part of each mowing cycle						
1.3 Edging							
Comments							
All hardscape and paved trails at each mowing cycle	Edging is completed as part of each mowing cycle						
1.4 Blowing							
Comments							
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	Each area is blown clean of debris once mowing is completed						
1.5 Weed Control							
Comments							
Weeding of plant beds, all natural areas and berms Pre & Post emergents applied at appropriate times	Post emergent herbicide is applied as part of our detail rotation						
1.6 Pruning							
Comments							
Shrubs,vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.							
Trees (crape Myrtles) shall be pruned when dormant (winter)							
Palms trimming shalll be done one time per year (June-July)							
1.7 Berms							
Comments							
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)							
Weeds to be removed / treated year round as needed							
2.0 Pesticide Application							
2.1 Turf Pest Control							
Comments							
Turf inspected weekly and spot treated (As Needed)	All turf is inspected weekly for pest						
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical							
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses							
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire ant control is applied as needed on ant mounds present at the time of service						
2.2 Shrub & Tree Pest Control							
Comments						Page 2 of 2	



Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Shrubs & Trees Pest Control inspected bi-weekly	All plant material is inspected weekly for pest	
3.0 Fertilization		
3.1 Turf Areas	Comments	
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers		
To be completed in 4 rounds (March, May, September & November)	All turf has been fertalized	
3.2 Shrubs & Trees	Comments	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)		
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles	The new annual flowers were fertalized the week of 3-4-2024	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)	Comments	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	The irrigation controllers have been set for the new annual flowers	
Note: This contract shall include the following at N/C		
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,		
Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs,		
Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering		
These are to completed within 24 hours of notification.		
Note: Things that fall outside the contract		
The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
5.0 Mulching	Comments	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth		
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth		
6.0 Seasonal Color	Comments	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	Winter annual flowers have been installed	
Areas of seasonal color are:		
SR16 / San Giacomo entrance (420 plants per installion)		
Pacetti Rd / Terrancina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Trimac):	Signature (Operations Manager) :	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)							3/18/2024
1.0 Maintenance							Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)							
1.1 Mowing (by Friday of each week) 3 days / week							
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason						
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	Detail week- started lifting trees at Pescara Park, Sprayed weeds in Berms at Pescara						
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Detail week- continued lifting trees at Pescara park						
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Detail week- Lified trees along Positano						
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Detail week- Continued lifting trees along Positano						
Friday - Outer berms off od SR16 & Pacetti Rd	Detail week- Sprayed berms on Positano and along Pacetti						
1.2 String Trimming							
Comments							
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	Triming around obstacles is done as part of each mowing cycle						
1.3 Edging							
Comments							
All hardscape and paved trails at each mowing cycle	Edging is completed as part of each mowing cycle						
1.4 Blowing							
Comments							
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	Each area is blown clean of debris once mowing is completed						
1.5 Weed Control							
Comments							
Weeding of plant beds, all natural areas and berms	Post emergent herbicide is applied as part of our detail rotation						
Pre & Post emergents applied at appropriate times							
1.6 Pruning							
Comments							
Shrubs,vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.							
Trees (crape Myrtles) shall be pruned when dormant (winter)							
Palms trimming shalll be done one time per year (June-July)							
1.7 Berms							
Comments							
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)							
Weeds to be removed / treated year round as needed							
2.0 Pesticide Application							
2.1 Turf Pest Control							
Comments							
Turf inspected weekly and spot treated (As Needed)	All turf is inspected weekly for pest						
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical							
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses							
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire ant control is applied as needed on ant mounds present at the time of service						
2.2 Shrub & Tree Pest Control							
Comments						Page 2 of 2	



Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Shrubs & Trees Pest Control inspected bi-weekly	All plant material is inspected weekly for pest	
3.0 Fertilization		
3.1 Turf Areas	Comments	
All lawn areas (entries, amenity center & mail kiosks are fertilized with grannular slow release fertilizers		
To be completed in 4 rounds (March, May, September & November)	All turf has been fertalized	
3.2 Shrubs & Trees	Comments	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)		
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles	The new annual flowers were fertalized the week of 3-4-2024	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)	Comments	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	The irrigation controllers have been set for the new annual flowers	
Note: This contract shall include the following at N/C		
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,		
Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs,		
Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering		
These are to completed within 24 hours of notification.		
Note: Things that fall outside the contract		
The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
5.0 Mulching	Comments	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth		
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth		
6.0 Seasonal Color	Comments	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	Winter annual flowers have been installed	
Areas of seasonal color are:		
SR16 / San Giacomo entrance (420 plants per installion)		
Pacetti Rd / Terrancina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Trimac):	Signature (Operations Manager) :	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)						3/25/2024
1.0 Maintenance						Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)						
1.1 Mowing (by Friday of each week) 3 days / week						
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason					
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	Spot mowed Pacetti berm and around the clubhouse. Also spot mowed ponds 1-5					
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Spot mowed Verona Way, Memorial Park and the SR 16 entrance. Spot mowed ponds 6-9 and 15-16					
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Mowed Pescara Field and the playground area complete. Spot mowed ponds 1b-5b					
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Due to heavy rain Wednesday afternoon and evening we did not mow. Continued to lift tree canopies along Positano					
Friday - Outer berms off of SR16 & Pacetti Rd	Turf was still too wet to mow. Cleaned the berms on Verona way and sprayed weeds					
1.2 String Trimming						
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, trees & shrubs.	Comments					
	Trimming around obstacles is done as part of each mowing cycle					
1.3 Edging						
All hardscape and paved trails at each mowing cycle	Comments					
	Edging is completed as part of each mowing cycle					
1.4 Blowing						
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	Comments					
	Each area is blown clean of debris once mowing is completed					
1.5 Weed Control						
Weeding of plant beds, all natural areas and berms	Comments					
Pre & Post emergents applied at appropriate times	Post emergent herbicide is applied as part of our detail rotation					
1.6 Pruning						
Shrubs, vines and oriental trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	Comments					
Trees (crape Myrtles) shall be pruned when dormant (winter)						
Palms trimming shall be done one time per year (June-July)						
1.7 Berms						
Berms to be cleaned, weeded and manicured, grasses trimmed once a year at the same time pine straw is put down (Yearly)	Comments					
Weeds to be removed / treated year round as needed						
2.0 Pesticide Application						
2.1 Turf Pest Control						
Turf inspected weekly and spot treated (As Needed)	Comments					
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical						
Top Choice granular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses						
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire ant control is applied as needed on ant mounds present at the time of service					
2.2 Shrub & Tree Pest Control						
				Comments		Page 2 of 2

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Shrubs & Trees Pest Control inspected bi-weekly	All plant material is inspected weekly for pest	
3.0 Fertilization		
3.1 Turf Areas	Comments	
All lawn areas (entrys, amenity center & mail kiosks are fertilized with grannular slow release fertilizers		
To be completed in 4 rounds (March, May, September & November)	All turf has been fertilized	
3.2 Shrubs & Trees	Comments	
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)		
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)		
Seasonal annuals fertilized on 30 day cycles	Annual flowers are scheduled to be fertilized the week of 4-1-2024	
4.0 Irrigation (All Inclusive Package) Guidelines		
Bi-Weekly Inspections (26 per year)	Comments	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	The irrigation controllers have been set for the new annual flowers	
Note: This contract shall include the following at N/C		
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,		
Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs,		
Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering		
These are to be completed within 24 hours of notification.		
Note: Things that fall outside the contract		
The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.		
5.0 Mulching	Comments	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth		
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth		
6.0 Seasonal Color	Comments	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)		
Areas of seasonal color are:		
SR16 / San Giacomo entrance (420 plants per installation)		
Pacetti Rd / Terracina Dr (85 plants per installation)		
Main entrance at Pacetti Rd (215 plants per installation)		
Amenity center beds and roundabout (612 plants per installation)		
Christmas color display of poinsetta's at amenity center entrance at the holidays		
Signature (Trimac):	Signature (Operations Manager) :	Brian Stephens

Tab 3



ESTIMATE

210 Handyman Services

210 Handyman Services
160 Meadow Creek Drive
Jacksonville, Florida 32259
United States

Mobile: 315-726-2975
210handymanservices.com

BILL TO
Turnbull Creek Community
Murabellamanager@rmsnf.com

Estimate Number: 109
Estimate Date: January 5, 2024
Valid Until: April 1, 2024
Estimate Total (USD): \$3,500.00

Items	Quantity	Price	Amount
Paint Club House Prep, patch and paint approximately 2000 sq ft of walls, trim and ceilings Cost includes labor and painting materials only. District will purchase paint. 7 gallons of wall paint and 6 gallons of ceiling paint	1	\$3,500.00	\$3,500.00
		Subtotal:	\$3,500.00
		Total:	\$3,500.00
		Estimate Total (USD):	\$3,500.00

ABOUT \$1,000 in paint

Estimate 1327 from Gator Painting of NE Florida

Gator Painting of NE Florida <quickbooks@notification.intuit.com>
Reply-To: james.barclay@gatorpaintingnf.com
To: kathijim@gmail.com

Fri, Dec 29, 2023 at 1:14 PM



Your estimate is ready!

Total \$4,875.00

Dear Kathi Randolph,

Please find your estimate details here. Feel free to contact us if you have any questions. We look forward to working with you.

Have a great day!
Gator Painting of NE Florida

[Review and approve](#)

Gator Painting of NE Florida
240 Porta Rosa Cir
Saint Augustine, FL 32092

J. Hilton Painting, Inc.
13286 Grover Road
Jacksonville, FL 32226
jhiltonpainting@gmail.com
(904) 568-7667

KATHI RANDOLF HOME INT QUOTE
01/08/24

Interior

- *Fix cracks on ceiling in one boxed in area by front doors to room
- *Paint big room, kitchen, & 2 bathrooms (2 coats of paint will be applied to all walls)
- *Paint ceilings with customer's choice of color (Flat white is recommended)
- *Move all furniture to 1 side of the room to paint the empty area, then move all furniture to the newly painted side to paint the other side

Total for labor & materials **\$ 3,900.00**

½ due at start of the job
½ due at completion of the job

*****Quote is good for 6 months from above date*****



MURABELLA AMENITY CENTER - SOCIAL HALL

Project Proposal

Prepared **ERICK HUTCHINSON**
KATHI RANDOLPH

EXECUTIVE SUMMARY

Objective

Update the existing room.

Goal

To enhance the aesthetic beauty of the room by painting the walls and replacing the old, worn out and broken furniture.

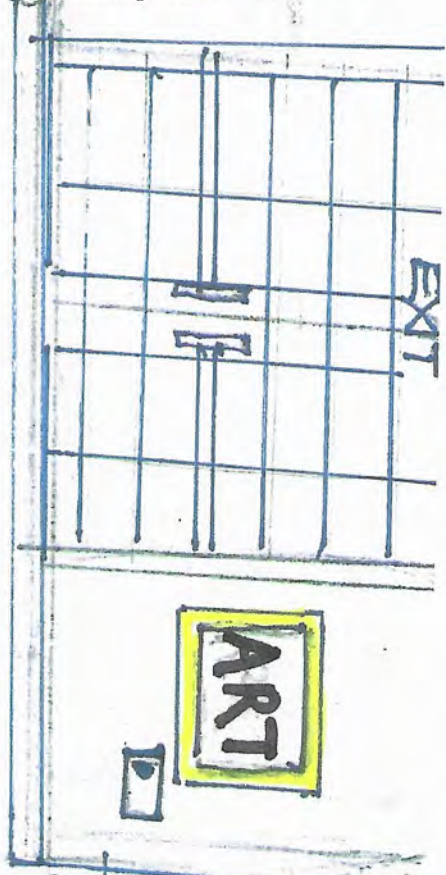
ITEM	COMPANY/DESCRIPTION - Pictures attached	Quantity	Cost	PAGE
COUCH	Haverty's - Leather couch in Warm Brown - placement under window like existing couch	1	\$3400	3
BIG CHAIRS	Pottery Barn - Vintage Leather Cocoa Brown - placement middle of the room OR - OPTION 2 - only 2 chairs	4 2	\$8800 \$4400	4
COFFEE TABLE	Wayfair - Akhilesh Coffee Table with marble top - placement-middle chairs listed above - middle of room	1	\$276	5
RUG	Wayfair - Delilah multi colored rig - placement -middle of room OR - Nain Design rug - same placement	1	\$400 Or \$369	6
STOOLS	Wayfair - Marthasville swivel counter stool - placement - granite top large counter	2	\$210	7
DINING CHAIRS	Wayfair - Bishaam Tufted Faux Leather - placement - around square table in corner	4	\$320	8
TREES	Olive Trees to replace existing one - placement - archway	2	\$400	9
BOOKCASE	Wayfair - Floki Black bookcase - placement - back room corner	1	\$153	10
BOWL	CRATE & BARRELL - Centerpiece bowl for coffee table	1	\$109	11
FOLDING CHAIRS	Costco - cushioned folding chairs to replace existing metal ones	40	\$800	
BACK ROOM ROUND TABLE	JAX Furniture - refinish round table and reupholster all 6 seats in leather - invoice attached	NA	\$1700	12
TV	Costco - Samsung LED Smart TV 75"	1	\$1200	
ROOM PAINT	Jeff Hilton - paint entire room and ceilings - room color cream, Ceiling white - invoice attached	NA	\$3900	13
MISCELLANEOUS	KITCHEN - cleaning supplies, paper towels, paper towel holder, flatware drawer tray	NA	\$250	
	ESTIMATED COST With Option 2 - Big Leather chairs		\$21,918 \$17,518	

PAGE 1

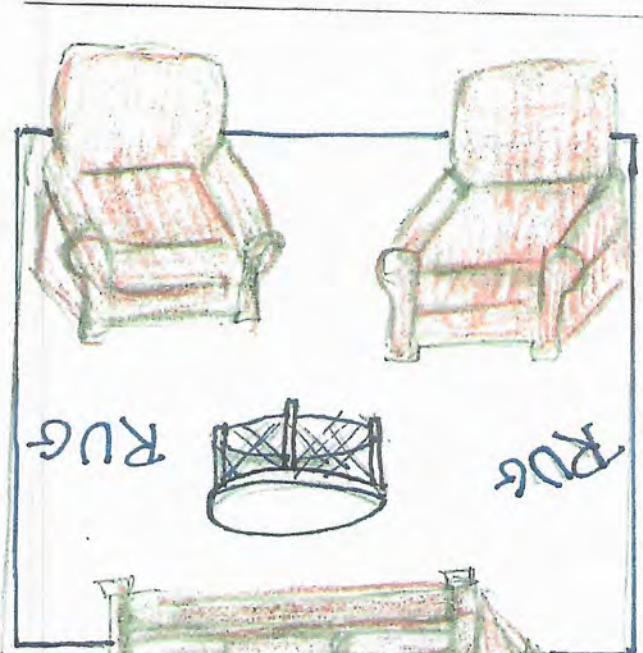
★ IF PAGE 8 OPTION - \$2200.00
TAKE AWAY PAGE 8
\$320.00

KRANOLPH

DOOR

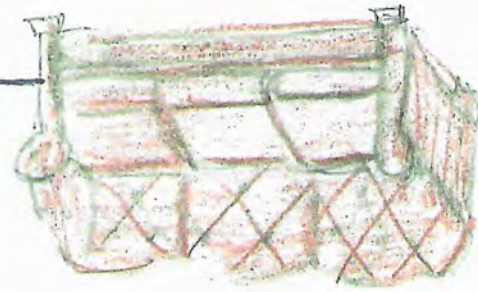


EXIT

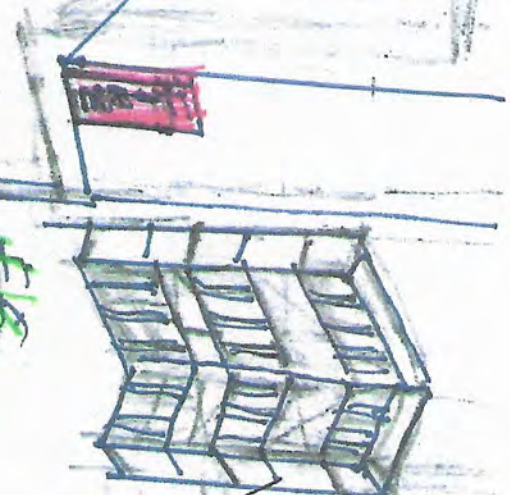
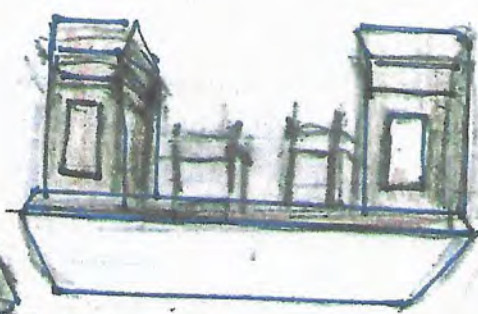


RUG

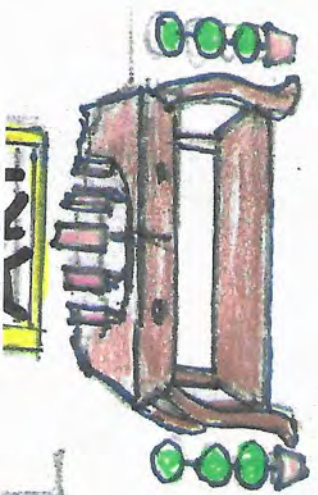
RUG



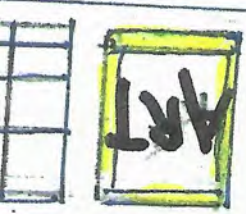
Kitchen



ARANDOLPH



DOOR



PAGE 2



JAMES
2299

PAGE

Sale

← [Back to Results](#) Furniture / Living Room Furniture / Coffee Tables & End Tables / Coffee Tables / SKU: W005483731



Akhilesh Coffee Table

See More by [Lark Manor™](#)

★★★★☆ 4.7 [1055 Reviews](#)

\$276.00 ~~\$362.00~~ 24% Off

\$40 OFF your qualifying first order of \$250+¹ [with a Wayfair credit card](#)

Free shipping

Get it by **Fri, Mar 29** to [Saint Augustine - 32095](#) ▾

- 1 +



Add to Cart

What We Offer



Professional Assembly for \$89.99

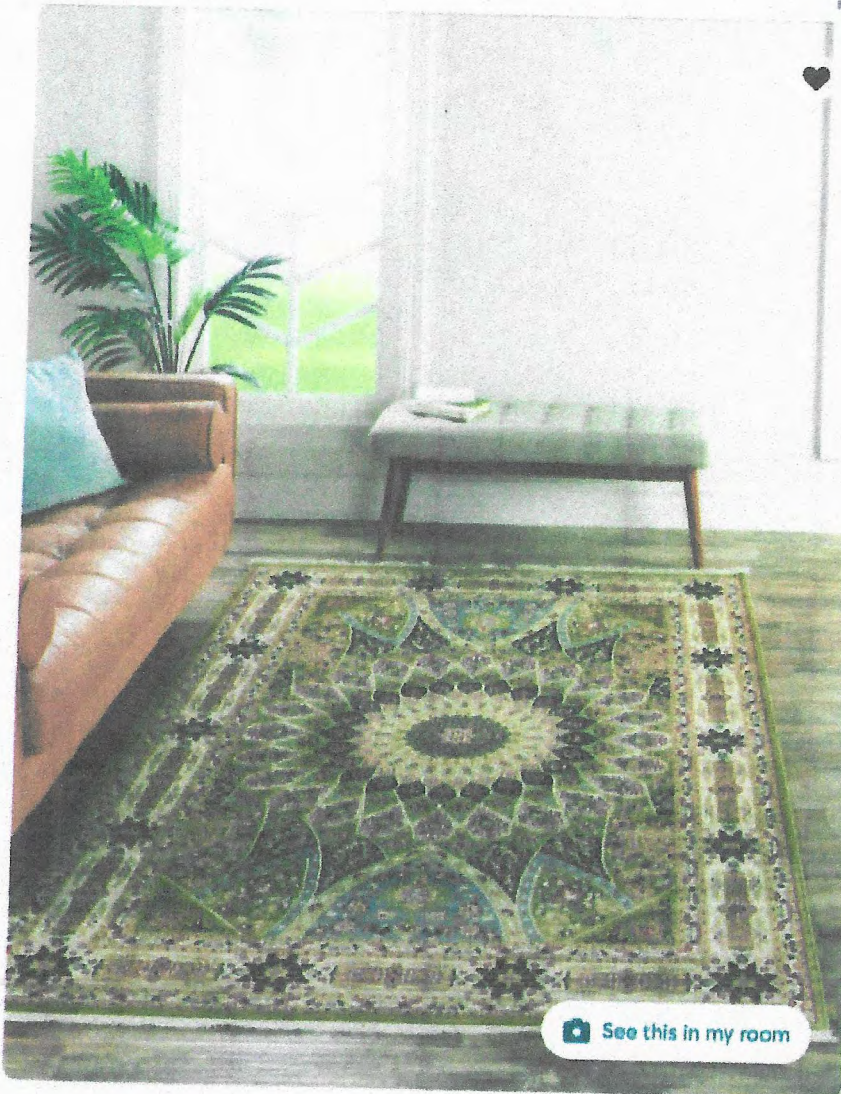
[How It Works](#)



5 Year Protection Plan for \$52.99

[What's Covered](#)





10' x 13' Nain Design Rug

★★★★★ 4.8 (2405) [Write a review](#)

9 customers are currently looking at this item

1,750 views in the last 24 hours

#5 Best seller

Free Shipping & Free 30 Day Returns

MSRP: ~~\$938~~

Sale Price: **\$369** 61% OFF

Selected Size (7 options)

10' x 13' Rectangle

[More Sizes >](#)

Add a Rug Pad [We recommend using a rug pad](#)

Non-Slip Rug Pad \$99

Everyday Performance Rug Pad \$129

Qty: 1

Add to Cart

[See this in my room](#)

Free 2 Day Shipping

Estimated Delivery Date: March 25

Ship To: 32092 [Change](#)

Order in **0 hrs 24 min 50 sec** to ship today!

Color (Green)



AA

wayfair.com



Counter Height Bar Stools | Wayfair

Three Posts™ Marthasville Swivel Stool & Reviews | Wayfair

Furniture Outdoor Bedding & Bath Rugs Décor & Pillows Lighting Organization Kitchen Baby & Kids Home Improvement Appliances Pet Holiday Shop by Room Sale

← Back to Results Furniture / Kitchen & Dining Furniture / Bar Furniture / Bar Stools & Counter Stools / Counter Height Bar Stools / SKU: W007958906



Marthasville Swivel Stool

See More by [Three Posts™](#)

★★★★☆ 4.6 [746 Reviews](#)

\$209.99 ~~\$615.12~~ **66% Off**

1 Open Box option available [\\$132.74](#) ⓘ

Fast Delivery

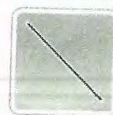
FREE Shipping

Get it by **Wed. Mar 27!** Order Today! to [Saint Augustine - 32095](#) ▾

1. Select Seat Color: Chestnut Faux leather



[Chestnut Faux leather](#)



[Cream Polyester](#)



[Smoke Gray Polyester](#)

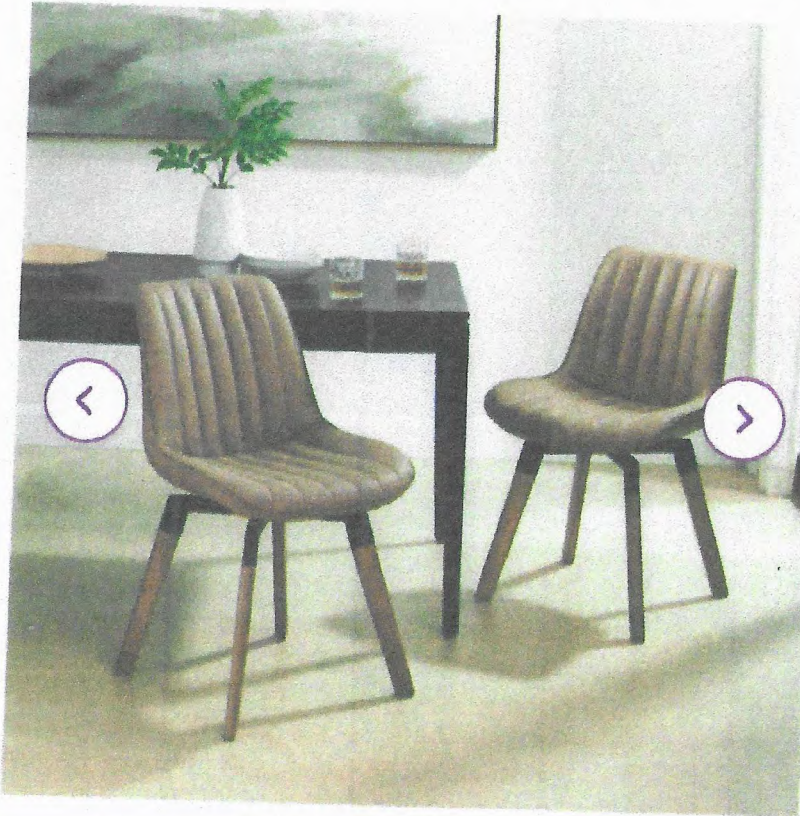
2. Select Seat Height: Counter Stool (26.5" Seat Height) ✓ ▾



2



[← Back to Results](#) Furniture / Kitchen & Dining Furniture / Dining Tables & Seating / Kitchen & Dining Chairs / SKU: W100450348



Bishaan Tufted Faux Leather Upholstered Swivel Dining Side Chair (Set of 2)

See More by [Wade Logan®](#)

★★★★☆ 4.6 [8 Reviews](#)

4 for square table

\$159.99 (\$80.00 per item) ~~\$197.99~~ **19% Off**
On Sale

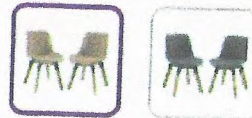
\$40 OFF your qualifying first order of \$250+¹ [with a Wayfair credit card](#)

1-Day Delivery

FREE Shipping

Get it Tomorrow! Order within 5 hrs. and 39 min. to [Saint Augustine - 32095](#) ▾

Select Upholstery Color: Brown





Recently Viewed Swatches



Hayes Tufted Leather Dining Chair

Contract Grade

Share

WHY YOU'LL LOVE IT

PRODUCT DETAILS

DIMENSIONS

SHIPPING & RETURNS

Inspire guests to linger long after the last course. Designed with deep button tufting and a barrel-curved back, this chair offers unparalleled comfort and style.

Need design advice or customer service help?

PAGE 8 OPTIONS



Recently Viewed Swatches



Hayes Tufted Upholstered Dining Chair

Contract Grade

Share

WHY YOU'LL LOVE IT

PRODUCT DETAILS

DIMENSIONS

HOW-TO GUIDE

SHIPPING & RETURNS

~~TAUPE~~ TAUPE

\$600.

x 4

\$2400.00

Inspire guests to linger long after the last course. Designed with deep button tufting and a barrel-curved back, this dining chair offers unparalleled comfort and style.

Need design advice or customer service help?



Hover to Zoom

Shown in Statesville Molasses with Espresso legs

Hayes Tufted Leather Dining Chair

Contract Grade

[Share](#)

- [WHY YOU'LL LOVE IT](#)
- [PRODUCT DETAILS](#)
- [DIMENSIONS](#)
- [SHIPPING & RETURNS](#)

Inspire guests to linger long after the last course. Designed with deep button tufting and a barrel-curved back, this chair offers unparalleled comfort and style.

*\$700 upholstered
200
Cheaper*

[PRODUCT DETAILS](#)

Need design advice or customer service help?

Messages 9:18 PM Fri Mar 22



AA

amazon.com



92%

Willy Faux Travertine Resin 44" Round Pedestal Coffee Table by Leanne Ford |...

Amazon.com: Zsenent Artificial Plant Artificial Olive Tree 7 FT(84in,2150 Leave...

Back to results

Sponsored



Artificial Plant Artificial Olive Tree 7 FT(84in,2150 Leaves 85 Fruit) Tall Faux Silk Plant for Home Office Decor Indoor Fake Potted Tree Plastic Anti-Real Tree Pole and Lifelike Fruits

[Visit the Zsenent Store](#)

\$199⁹⁰

Or \$20.08 /mo (12 mo). [Select from 1 plan](#)

FREE Returns

Coupon: [Apply 5% coupon](#) [Shop Items](#) | [Terms](#)

With Amazon Business, you would have saved \$88.28 in the last year. [Create a free account](#) and save up to 7% today.

Model: 7 FT NEW



Brand Zsenent
Product 47"D x 47"W x 82"H

\$199⁹⁰

FREE Returns

FREE delivery April 15 - May 5 for Prime members

Deliver to Kathleen - Saint Aug... 32092

Quantity: 1

Add to Cart

Buy Now

Ships from Amazon
Sold by Zsenent
Returns Eligible for Return, Refund or Replacement...
Payment Secure transaction
[See more](#)

Add a gift receipt for easy returns

Add to List

amazon business

Roll over image to zoom in



2 VIDEOS

[← Back to Results](#) Furniture / Living Room Furniture / Bookcases / 7 Shelf Bookcases / SKU: W100106781



Floki Corner Bookcase

See More by [17 Stories](#)

★★★★☆ 4.6 [73 Reviews](#)

\$152.99

\$40 OFF your qualifying first order of \$250+¹ [with a Wayfair credit card](#)

Free shipping

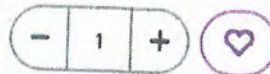
Get it between Fri, Mar 29 – Mon, Apr 1 to [Saint Augustine - 32095](#) ▾

Select Color: Brown



Brown

Gray



Add to Cart



What We Offer

Professional Assembly for \$83.99
[How It Works](#)

5 Year Protection Plan for \$26.99
[What's Covered](#)



TODAY On orders \$49+ →

EVENT Up to 60% off →

CREUSET & MORE Shop top kitchen deals →

EGGENTRIES Last day to order with standard shipping →

[Decor & Pillows](#) > [Decorative Objects](#) > [Centerpiece Bowls & Trays](#)



Exclusive

360°



VIEW IN ROOM

Hallen Reclaimed Wood Centerpiece Bowl

★★★★★ [74 Reviews](#) SKU: 683907

\$109.00

SHIP IT
 In stock and ready to ship
 ZIP Code: [32080](#) ▾

[Free Ship Over \\$49](#)

FREE & FAST STORE PICKUP
[Select Store](#)

- + **\$109.00**
 each

ADD TO CART

ADD TO REGISTRY

Crate& Crate& [Learn how to earn \\$11 in Reward Dollars.*](#)

[On Display In My Store?](#)

Chat With Us

↑ TOP

JAX FURNITURE

2100 Parkway Plaza, Jacksonville, FL 32211
 2100 Parkway Plaza, Jacksonville, FL 32211

904-416-1064

Monday-Friday 8:30A-5:00P
 Call, Text or Email!

December 18, 2023
 Murabella Amenity Center
 Kathi Randolph
 101 W Positano Ave
 Saint Augustine FL 32092

Mobile (954)495-0309
 Email kathijim@gmail.com

We accept personal checks, money orders, or cash.
 Once we receive payment in full, we will be able to put your project in our work queue.

OR **PAY ONLINE** Using a credit card or bank account.
 A \$5.00 convenience fee applies to online payments.

Estimate
 Account #: 53681
 Estimate #: 91381

Custom Upholstering
 Sofas & Loveseats
 Chairs & Ottomans
 Window Treatments
 Custom Headboards
 Upholstery, Leather, & Vinyl

Furniture Refinishing
 Antiques & Heirlooms
 Fine Table Tops
 Dining Room Sets
 Dressers & Desks
 Custom Wood Repair

Item	Qty	Description	Amount
FR- LREF		Furniture Refinishing - Refinishing Labor - Table - Top Only - Touch Up Base	
CU- 1BAS		Custom Upholstering - Reupholstering Labor - 6 Dining Chair Seats - Fabric Priced Separately 3 Yards Needed <i>plus 300 for leather</i>	\$805.00 ✓
CU- 1BAS		Custom Upholstering - Reupholstering Labor - 2 Stools - Fabric Priced Separately! 1 Yard Needed	\$360.00 ✓
CU-MISCREP		Custom Upholstering - Misc. Repair- 2 Stools - Repair Backs	\$120.00
CU-TRPCHG-95	2.0	Custom Upholstering - \$95 Per Trip	\$230.00
CU-FEE47		\$24.50 Shop Supplies plus \$23.25 Waste Disposal Recycling	\$190.00
			\$47.75

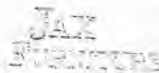
Subtotal: \$1,752.75
 Tax: \$60.38
 Total: ~~\$1,813.13~~

whole side + single ←
 1,402.75
 300
 51702.75

7.5% Sales Tax applies. Pickup & delivery service is available at a rate of \$95 per trip per man required. All jobs incur the following fees: 1) Shop Supplies - \$24.50. 2) Waste Disposal & Recycling - \$23.25. We can place your project in our work queue upon receipt of your payment in full. Thank you for considering Jax Furniture Refinishing & Upholstering. Our goal is to bring out the very best in your furniture. In keeping with that idea, each of our services is guaranteed for quality workmanship for a period of one year, which covers 100% of labor. Material costs are non-refundable. To accept this estimate and reserve your place in our work queue, please complete the following steps: 1) Sign below to accept the scope of our proposal, 2) Sign the separate Terms and Conditions outline to agree to our performance standards and customer responsibilities, and 3) Remit payment in full for the total estimated project amount. These three items can be mailed to 8775 Arlington Expy / Jacksonville FL 32211. Once they have been received by Jax Furniture, your project will be placed into our work queue. By signing here, you acknowledge that you accept the scope and terms of the above proposal.

Customer Signature: _____

Date: _____



**J. Hilton Painting, Inc.
13286 Grover Road
Jacksonville, FL 32226
jhiltonpainting@gmail.com
(904) 568-7667**

**KATHI RANDOLF HOME INT QUOTE
01/08/24**

Interior

- *Fix cracks on ceiling in one boxed in area by front doors to room
- *Paint big room, kitchen, & 2 bathrooms (2 coats of paint will be applied to all walls)
- *Paint ceilings with customer's choice of color (Flat white is recommended)
- *Move all furniture to 1 side of the room to paint the empty area, then move all furniture to the newly painted side to paint the other side

Total for labor & materials **\$ 3,900.00**

**½ due at start of the job
½ due at completion of the job**

*****Quote is good for 6 months from above date*****

Floki Corner Bookcase



Kitchen

DOOR

DOOR

Tab 4



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 \$10,650,000 Senior Special Assessment Refunding Bonds, Series 2015A-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 \$2,725,000 Subordinate Special Assessment Refunding Bonds, Series 2015A-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.

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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.

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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 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: _____

Tab 5



March 19, 2024

Attn: Jim Schieszer
Murabella Amenity Center
101 W Positano Ave
St. Augustine, FL. 32092

Please call 800-331-1723 or send email to info@courtsurfacesfla.com should you have any questions.

Following are the specifications and price to repair and resurface one (1) west court 120' x 60'. Court to be converted to three permanent pickleball courts with leaving tennis net as divider net. **Court has 90° angle corners.** Total of three pickleball courts will fit. (Two on one end and one of other side of tennis net where shade structure poles are. The two pickleball courts together will have approx. 6' from each corner of lines to corner of perimeter fence) **Courts will have existing tennis net dividing pickleball courts.** Price of new 4' high divider net will be Add-On below. Also price of new tennis net posts to replace existing bent posts priced below as Add-On. Water available and good access to site. Outside fence ground needs to be lowered for proper drainage from courts.

Scope of Work
Resurface – One Court –Asphalt
Convert to three permanent pickleball courts
(120' x 60') 7,200 sq ft

1. **Mobilization to site**
2. **Line taped down center of two tennis courts will be dividing resurfacing. Only one court to be converted and surfaced.**
3. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
4. **Dig and set** three (3) sets of pickleball net post sleeves.
5. **Existing tennis posts and net will remain as divider for pickleball courts. 4' high divider net priced below as Add-On. One set of tennis net posts priced as Add-On to replace bent posts.**
6. **Pressure wash** mildew areas if needed.
7. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
8. **Cracks** - Apply outdoor court grade patching materials to all cracks and patch areas to bring each area flush with surrounding asphalt. This is our minimum crack treatment which will improve but not eliminate the existing cracks.
9. **Patching** - Using outdoor court grade patch compounds:
 - a) One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding
 - b) Cover and fill any rough areas of asphalt.



- c) The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
- d) Light sanding on edges to smooth down.
- 10. **Leveling Course** - Apply one coat of sand - acrylic resurfacer mix over the entire surface of the court with a broad squeegee according to manufacturer's recommended coverage rates.
- 11. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the court with a broad squeegee according to manufacturer's recommended coverage rates.
- 12. **Finished colors** – Will be owner's choice of any two manufacturer's standard colors. Customer explained he wanted the existing colors back. Existing colors are light green border with blue borders.
- 13. **Equipment** – Three (3) pickleball nets. Three (3) sets of standard, external wind 3" O. D. pickleball net posts provided.
- 14. **Lines** –Paint three (3) sets of regulation two-inch-wide white playing lines for pickleball courts.
- 15. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

Pricing

**Resurface – One Court –Asphalt
Convert to three permanent pickleball courts
(120' x 60') 7,200 sq ft**

The total price for the above outlined work is **\$19,608.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 9,804.00
Final Draw: Due upon completion of job	\$ 9,804.00

This Price is good for thirty (30) days.

ACCEPTED BY: Court Surfaces

For: _____

Bryan McMandon
Managing Member

By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.



Add-On #1. – One set tennis posts – Install one set of new tennis posts to replace bent ones after resurfacing.

Add **\$450.00** to the above base bid for Add-On #1. Initial _____

Add-On #2. – Provide and Install one 4' high divider net with 4' posts utilizing tennis net post sleeves across center court (instead of using existing tennis net).

Add **\$1,688.00** to the above base bid for Add-On #2. Initial _____

Terms and Conditions

Scope of Work. *The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, Court Surfaces. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and may be subject to further negotiations, agreement and pricing between both parties prior to work being done. The attached scope of work is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.*

Damages/Delays. *Court Surfaces agrees to perform, conduct, handle and maintain a professional manner, service, and workmanship. Court Surfaces will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, cables, lines pipes, irrigation and or landscaping. These areas should be properly surveyed and marked prior to our arrival (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.*

Permitting. *Permitting, Testing, Surveys, Engineer's Drawings are not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.*

Warranty. *All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.*

Exception to warranty. *Any of the cracks in existing court's surface and / or any new cracks/blisters may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, etc.*

Payment. *Payments are due upon receipt unless otherwise stated in writing. Payments over 30 days past due are subject to late fees outlined below:*



30 days after Completion date OF 2.5% applied to bill balance
60 days after Completion date OF 5% applied to bill balance
90 Days after Completion date OF 7% applied to bill balance
120 days after Completion date OF 10% applied to bill balance
At 90 days liens will be placed on said property and WILL NOT BE RELEASED UNTILL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED.

Failure to pay on time will result in the forfeiture of Warranty.

Work Site. Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.

Irrigation. Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.

Weather. Our work schedule is weather dependent, and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there may be days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.

Landscaping. All landscaping work is the responsibility of the customer. While we will do our best to minimize our impact on the surrounding area, landscaping, grass, plants, hedges, etc may be damaged during the job. Court surfaces is not responsible for damage done to existing landscaping or adding landscaping around new construction.

Cancellation. Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$3,500.00/new construction or \$1,000.00/surfacing charge will be paid to Court Surfaces as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to Court Surfaces work schedule.

Entrance/Exit. Please note that we will take caution to try to protect concrete, asphalt or material that is used for entrance or exit points however with weight of construction equipment it is not a guarantee that damage will not occur. Court Surfaces will not be responsible for these damages. Broken areas will be a separate charge to repair or replace at a minimum per square ft. We are not responsible to damage to construction entrance or exits.

Change Orders. All Change Orders will be discussed by all parties and signed upon before changes can be made.

Digging and Setting Sleeves. Quote assumes digging and setting of sleeves will be in normal tennis spec asphalt/limerock. There will be an additional charge if we have to dig through multiple layers of asphalt or rebar or any other material that requires more time.

Remobilization. Our remobilization fee is \$1,500.00.

Proposal for Murabella - Pickleball New Construction

Proposal for Murabella - Tennis Conversion To Pickleball



9401 Corkscrew Palms Cir Ste 300 • Estero, FL 33928-6275 • Phone: (239) 292-3102

Jim Schieszer

Job Address:

101 W Positano

Saint Augustine, FL 32092

Print Date: 3-19-2024

Proposal for Murabella - Tennis Conversion To Pickleball

License: CBC1263668



Mor Sports Is Proud To Be The Official Court Builder Of The US Open Pickleball Championship

"QUALITY BY DESIGN"

Many thanks for your inquiry. Please find below our quotation for your project.

We are delighted to be invited to quote your works. Please be assured that we have put together our most competitive quotation for the works. Whilst compiling our quotation, we have worked with our suppliers to provide you with our most competitive quotation. Hopefully, we are within your budget.

We have ensured that our quotation reflects our company core values of "Quality by Design", "Valued Engineering" and our Client Mission Statement of "Right First Time on Time". These drivers are the cornerstone of all our projects.

As we stated, we understand that quality is a major factor for our clients. Choosing the Mor Sports Group quality is assured. We can demonstrate that we are proven, reliable and competent Certified Building Contractor who are proud members of the American Sports Builder Association. We are proud to be the Court Building Contractor of choice for the US Open Pickleball Championship in Naples. At the US Open location, we have either constructed or surfaced all the 60+ tournament pickleball courts. Details of this project and numerous other projects can be found attached in the work reference document attached for your attention. Please feel free to use this document for references and take time to speak with our existing clients.

Finally, please take the time to review our detailed quotation. If there are any questions, changes, amendments or budgetary requirements that you require, please do not hesitate to contact us.

The Mor Sports Group

CONVERT "HARD" TENNIS COURT TO PICKLEBALL

1 TENNIS TO 3 PICKLEBALL COURTS

COURTS SUMMARY

MOBILIZATION

Upon mobilization, Mor Sports to provide dumpsters for waste and demolition work - if required

Lay out protective boards and protective measures to existing walkways / landscape in an attempt to prevent any damage to existing items - if requested & required, additional costs will occur.

Key Note - Mor Sports will take all reasonable care to protect existing walkways / landscapes but cannot be held liable for any damage created during the construction process

PREPARATION WORKS

BIRD BATH REPAIRS

Attempt to patch any isolated birdbaths or areas holding water with a court patch binder.

Mor Sports are not able to level any large depressions.

Key Note - *A birdbath is a randomly located low area, where water which is 1/8" deep which tends to puddle or hold water after 1 hour of drying has ceased or after one hour of drying at 70 f in sunshine and after the rest of the court has dried. The statement "Attempt to patch any isolated birdbaths or areas holding water with court patch binder" does not apply to major depressions or large areas where water may remain after the rest of the court has dried.*

CRACK REPAIRS

Patch cracks using court patch binder

Key Note - *Mor Sports will not guarantee that cracks will not re-open and new cracks will not appear. Cracks may reappear within*

days, weeks or months due to age and condition of the court(s) For resurfacing projects such as the one proposed within this quotation, the standard method of repair offered may provide some additional life in the court but the only way of seeking a long term proven solution to cracking, then the court should be reconstructed.

Key Note - This quotation does not allow for the removal or repair of any "heave", root damage or any other faults unless specifically set out in this quotation.

ADDITIONAL PREPARATORY WORKS

SQUARE CUT CORNERS AT ONE END OF TENNIS COURT

- Take Down Existing Fence to Cut Corner & Dispose
- Install New Base Rock & Asphalt or Concrete to Corner
- Install Fiber Glass Membrane to Joint Between New Asphalt or Concrete & Existing
- Install New 10 Foot Fence to Perimeter of the Corner

SETTING OUT NEW PICKLEBALL COURTS

INSTALL 3 SETS OF PICKLEBALL NET POST FOUNDATIONS

- Excavate for net post foundations to US Open & ASBA specifications
- Install PVC net post sleeves in concrete foundations, concrete to be 3,000 psi fiber reinforced
- Install concrete primer to net post foundations
- Install fiberglass to joint of net post foundations where concrete and asphalt meet
- Install (3) nets and posts into foundations after court completion

Key Note - All Pickleball Courts will be laid out in a North South direction to avoid the effects of the sun, **UNLESS** it is stated in writing by the client that they wish the courts to run East / West

Key Note - Nets and posts to be Putterman's Tournament nets and post

FENCE WORKS

COMMERCIAL GRADE FENCE INSTALLATION OR REPAIRS

Supply and install 4' divider fence between the new pickleball courts (replacing the existing tennis net)

Terminal posts to be 3 inch diameter

Line posts to be 2 & 1/2 inch diameter

10' centers between posts

Schedule 40 posts

1 - 5/8th top rail

9 gauge x 2 " KK fabric, extruded and bonded

Bottom tension wire throughout

Black Fence

STANDARD COLOR COATING

STANDARD COLOR COATING OF NEW AND EXISTING PICKLEBALL COURTS

Install 1 layer of acrylic resurfacer to entire pickleball courts area

Install 2 layers of color to inner of pickleball courts, *client to specify which color is required for this proposal*

Install 2 layers of color to outer of pickleball courts and the kitchen, *client to specify which color is required for this proposal*

Mark out line positions to ASBA and ITF specification

Install line tapes, seal tapes using line sealer

Install 1 layer of white acrylic line paint

Clear site and demobilize

QUOTATION SUMMARY

QUOTATION CALCULATIONS

The contract price has been calculated based on the current price for the components and building materials. The market for building materials at the moment is considered volatile, sudden price increases outside of Mor Sports control may occur.

Mor Sports will continue to use its best effort to obtain the lowest price from our suppliers. However, should there be a sudden increase in the price of the specified items in this quotation after the execution of this contract, the client agrees to pay the cost increase to Mor Sports.

Any claim by Mor Sports of a cost increase will involve a written notice delivered by Mor Sports to the client, stating the increase cost / materials in question and the source supply, supported by evidence.

Key Note - *This quotation is valid for 30 days only*

Attachments

View All (6)

Mor-Sports Busines:

TNS Color Chart (M

General Terms Conc

Mor Sports Group R

Project Information :



Gene

Extend Cut Corners On Side Of The Tennis Court

- Take Down Existing Fence to Cut Corners
- Install 6 Inch of Lime Stone Base & Compact
- Install New Asphalt
- Install New Fence To Corners And Tie Into Existing Fence

Extend Cut Corners On Side Of The Tennis Court Total:

\$8,800.00

Convert 1 Tennis Court to 3 Pickleball Courts

Items	Description	Price
Pickleball Net Post Foundation Installation Per Set	Excavate Out Foundation To ASBA Specification , Install PVC Sleeve Into Foundation, Set Sleeves In Concrete	\$4,590.96
Resurface Pickleball Court	Install Court Patch Binder, Install 1 Layer of Acrylic Resurfacer, Install 2 Layer of Acrylic Color , Install White Playing Court Lines	\$12,960.00
4' Divider Fence Fence Installation (Replace Tennis Net)	Install 4 Foot High Fence System, 3 Inch Wide Terminal Posts, 2 & Half Inch Line Posts, Top Rail, Bottom Line Wire	\$2,484.00

Convert 1 Tennis Court to 3 Pickleball Courts

Pickleball Court Accessories Excludes Tax & Shipping

Items	Description	Price
Pickleball Post Set	Pickleball Post Set, Steel Construction	\$1,399.95
Pickleball Net	Vinyl Head Band Pickleball Net	\$596.70
Pickleball Court Accessories Excludes Tax & Shipping Total:		\$1,996.65

Convert 1 Tennis Court to 3 Pickleball Courts

Permitting

Due to the variable cost of permits from county to county, this quote does not allow for any permits. If required, Mor Sports can apply for permits and costs will be passed onto the Client. Please note - All Permits must be paid for in full by the Client prior to works commencing.

Permitting Total: **\$0.00**

Convert 1 Tennis Court to 3 Pickleball Courts Total: **\$22,031.61**

Tennis Court Resurface

Items	Description	Price
Tennis Court Resurface	- Install Court Patch Binder - Install 1 Layer of Acrylic Resurfacer - Install 2 Layer of Acrylic Color - Install White Playing Court Lines	\$12,960.00
Pickleball Line Installation	Install 1 Set of Pickleball Blended Lines To The Tennis Court (Color TBD)	\$430.00

Tennis Court Resurface Total: **\$13,390.00**

Total Price: \$44,221.61

Mor Sports kindly requests that the stage payment process set out below is accurately followed to avoid any confusion, misunderstanding or late delivery of the project. Unfortunately, work will not be completed unless each line item/stage of the progress payment invoice has been paid in full on the agreed date.

Sequence

- 1. 25 % Deposit Required - Work Will Not Be Scheduled Until Deposit Payment Received**

2. **Each Line Item will be invoiced separately and to be paid in full prior to construction continuing onto the next Line Item.**
3. **Walk Through with The Mor Sports Group Management Must be Completed With the Client Point of Contact (POC) Prior to Nets & Post Installation**
4. **Authorized POC to sign The Mor Sports Group Completion / Handover sheet at Walk Through agreeing that works have been carried out in full and as agreed**
5. **5% Late Fee will Occur After 30 Days If Final Payment is Not Received**
6. **Signing of This Quotation Confirms Acceptance of Mor Sports Payment Terms**

Upon Acceptance of this proposal, Mor Sports Management Programme (Buildertrend) will issue an owner activation prompt. Please accept this response. It may be found in your spam email box. This owners account will allow you access to all scheduling, invoices, daily log progress reports, photos and videos can be accessed to keep you in constant communication with Mor Sports and the project. To access your owner account, enter your email address as your user name then enter your own password into the password section. Remember your password for access to this project and future projects.

We thank you in advance for your business and look forward to working with you on your project.

Mor Sports Group Inc

***Only one proposal can be approved. Approving this will decline all other available proposals.**



DATE: December 20, 2023

Bill To: Murabella
101 W Positano Ave
St. Augustine, FL, 32092
ATTN: Jim Schieszer
Ph#: 904*759-9833
Email: jschieszer@rmsnf.com

Project Estimated By: Tyler Holland
Address: 4221 Southpoint Blvd
Jacksonville, FL. 32216
Ph. #: 904-718-2625
Email: tyler.holland@prosealedasphalt.com

RE: INSERT JOB NAME/ADDRESS HERE- (Resurface pickleball courts. This is one side of a double tennis court being converted to 3 permanent pickleball courts)

Pro Sealed Asphalt, Inc. proposes to resurface the pickleball courts per the following specifications:

- Remove tennis net and posts on one court and fill in holes with concrete.
- Core drill 3 new sets of holes for posts and nets for pickleball. Set post sleeves in concrete.
- Clean surface of all dirt, debris, and loose material.
- Flood the courts and patch areas holding water to 1/16" tolerance after draining according to the USTA guidelines. (If required)
- Run patch mix into any cracking or major pits that have occurred on the courts.
- Machine sand the entire courts to remove minor irregularities in the asphalt and remove some of the high aggregate. (If required-the whole court may not require sanding and will be assessed at the start of the project).
- Supply and install 3 sets of posts and nets for pickleball.
- Squeegee one coat of Acrytech or Plexipave Resurfacer over the court.
- Squeegee two coats of Acrytech or Plexipave sand-filled paint (owner's choice of color) over the playing surface.
- Stripe the court for pickleball 3 times, with white lines.

****PLEASE NOTE THAT NEWLY PAVED COURTS WILL NEED TO CURE OUT FOR 14-28 DAYS PRIOR TO RESURFACING** -DELETE IF PAINTING COURT**

Pro Sealed Asphalt, Inc. proposes to do the following for the price of \$26,986.00

This price is subject to change after the court is flooded

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

**** 50% Deposit-BALANCE DUE UPON COMPLETION. 100% OF BALANCE MUST BE PAID PRIOR TO COMPLETION OF ANY PUNCHOUT AND/OR WARRANTY WORK. INVOICES NOT PAID IN FULL WILL BE SUBJECT TO LATE FEES OUTLINED FURTHER IN THE CONTRACT. ****

Please note that pricing and BID scope of work subject to management and/or ownership approval and review of plans/BID documents PRIOR to contract and BID pricing being approved.

****PLEASE ALLOW (4-6) WEEKS AFTER DEPOSIT PAYMENT FOR SCHEDULING. COULD BE LONGER BASED ON WEATHER AND PREVIOUSLY SCHEDULED PROJECTS. ****

****2.5% Finance Fee Added to Invoices not Paid by the 15th Day After Completion****

Job is priced to be completed in approx. 5 mobilizations (could be more on less depending on weather, material availability, etc). \$2,500.00 mobilization fee applied to each additional mobilization. This fee applies as well if PSA comes out on agreed upon start date and we are unable to begin. Down-time due to customer responsibility will be an additional fee. This pricing only includes weekday, daytime work. Weekend and night work will incur an additional fee. Fee to be determined at time of request. Work is always completed weather permitting.

****Court gates will need to remain locked, and not used during resurfacing and drying time. PSA is not responsible for damage as are result of persons breaking through barricades or entering the courts without permission.****

ADDITIONAL OPTIONS:

- _____ Supply and install new outdoor (in-ground) gooseneck basketball hoop systems-\$3,500.00 each
- _____ Supply and install new tennis or pickleball net-\$250.00 each
- _____ Supply and install new set of tennis or pickleball posts-\$385 per set

WARRANTY:

Pro Sealed Asphalt, Inc. guarantees workmanship and materials for one year upon completion except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of sub base, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will return. Squeegee lines will also be present after resurfacing but will fade over time. This cannot be prevented due to industry standard application of material to the court. Temperature must be above 50°F both during application and for a period of at least 24 hours after application. PSA will not warranty against product failure as a result of application in less than ideal conditions. If nails were placed in the court by previous contractor and created rust spots in the courts surface. PSA will recover these areas but cannot guarantee they will not show through newly painted surface. PSA is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, inc.

Exception to Warranty: Any of the cracks in existing courts surface and/or any new cracks may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Since Pro Sealed Asphalt was not the original contractor to pave/resurface court we are not responsible for peeling/cracking of paint due to incompatible or previously used non-professional grade material. We will also not warranty against paint/material peeling as a result of a moisture barrier not being applied during pouring of new concrete material. PSA also not responsible for unraveling of mesh material applied on court. This can happen for many reasons and does not constitute a defect in material or workmanship. Appropriate tennis shoes are to be used during court play and no bikes, roller blades, skateboards etc. are to be used on the court. Doing this will void the warranty as well.

Please initial here for understanding of warranty: _____

Terms & Conditions:

- 1.) It is recommended that the owner should spray insects and vegetation on or around courts (2) weeks prior to work commencement. All landscaping work is the responsibility of the customer. We will do our best to minimize any damage to surrounding areas landscaping, grass, plants, hedges, etc., they still may be damaged during the completion of your project. PSA is not responsible for this damage and will not be responsible for adding landscaping around new construction.
- 2.) Concrete surfaces should have a medium broom finish or similar roughened texture as well as a moisture barrier applied before pouring.
- 3.) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 4.) Owner to provide suitable access for equipment, water, and electric as required. We will not be able to begin without suitable water access from a spigot or other source as provided by owner.
- 5.) Please note that scheduling and completion are all weather and schedule permitting. We do not work the typical 9:00AM – 5:00 PM schedule. Please set this expectation in advance. Scheduling can change based on weather delays and delays in other scheduling. This will all be communicated to you in advance. Please allow at least 4-6 weeks from deposit payment for scheduling. Could be longer depending on weather and previously scheduled projects. Please note that aggregate and material shortages, along with delayed shipping times will affect scheduling as well. No deposit refunds or contract cancellation fees will be waived because of this as these are situations out of PSA's control.
- 6.) Should owner request additional material applied, or other work performed to the surface of court which is not outlined above

it will be at an additional cost to the owner.

- 7.) Pro Sealed Asphalt, Inc. and any of its subcontractors are not responsible for damage to buried, cables, wiring, pipes, utilities, or other underground obstructions. It is the responsibility of the customer to ensure that all these areas are surveyed and clearly marked prior to commencement of work. Please note that PSA is also not responsible for damage to wiring/utilities that are damaged because of it not being completed to code or per industry standard. Any damages to any underground equipment will be the responsibility of the owner.
- 8.) When removing tree roots in any area, Pro Sealed Asphalt Inc is not liable if a tree dies or if roots grow back in any manner that will damage the asphalt and/or concrete curb and gutter. PSA Inc will not be liable for a tree falling over due to tree root removal. It is our recommendation that the tree be removed completely by a professional tree removal company to avoid any tree or root issues in the future.
- 9.) Down time due to customer responsibilities will be an additional charge of \$125 per half hour and \$250 per full hour. The area is to be cleared and closed prior to work commencing, if items/people not moved once PSA is on site an additional mobilization fee will be applied. If PSA must come back on a day other than agreed upon commencement date or if there is a delay in start time due to items/people still on the court once PSA is on site a mobilization fee will be applied.
- 10.) Permitting, Testing, Surveys, Engineer's Drawings; not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees because of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager. If the city or authorized authority directs us to stop working because of needed permits, PSA will charge a mobilization fee, plus the cost of any wasted material and additional costs to remobilize. If contracted party refuses to pay, this will release PSA from all liability of completing project and full/final payment of contract will be due at that time.
- 11.) Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of PSA and will result in additional charges if further repairs are necessary because of the damage. We are also not responsible for loss of material left at the court during completion. If material is spilt or vandalized it will be the responsibility of the customer to purchase more for their court. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism, etc.
- 12.) Irrigation systems will need to be turned off for the job duration. Direct irrigation will cause damage to surfacing and is not recommended. We will not warranty against this.
- 13.) This proposal assumes that concrete, asphalt, or other material ramps installed by others are strong enough to support heavy equipment. Repair of concrete is not included in this proposal. If trucks or equipment must cross over concrete sidewalk or asphalt roadway with or without curbing, repair of these areas is NOT included in this proposal. Customer shall note that although PSA, Inc. and our subcontractors will take all reasonable precautions if access points, whether concrete, asphalt, or any other material that is used for entrance or exit points, are present it cannot be guaranteed that damage will not occur. Broken areas of concrete will be a minimum charge of \$200 per S.F. to repair but we have no obligation to contract or perform such repairs. PSA, Inc. is not responsible for damage to construction entrance or exits. We are also not responsible for any cleaning of any concrete surfaces while performing our portion of the proposed work. Curb repair is not included in this proposal
- 14.) Quote assumes digging and setting of sleeves or posts will be in normal tennis spec asphalt/limerock or that posts can be lifted and replaced on court. There will be an additional charge if we have to dig through multiple layers of asphalt, rebar, concrete, or any other material that requires more time and equipment.

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse **Pro Sealed Asphalt, Inc.** the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.
- 5) Contractor to be notified of any additional construction work going on property simultaneously and has the right to modify the schedule accordingly. Additional mobilization fees may apply if touchups are required as a result of construction work occurring simultaneously.

6) Management to make tenants aware of possible dusting/damage to cars due to mixing, cutting, and/or grinding of asphalt/concrete. Due diligence will be taken to blow any dust/debris away from cars. Not responsible for damages to vehicles due to cutting, grinding, and/or removal/patching of asphalt/concrete areas.

7) If there is a work order change at any time during this project a work order change sheet will be submitted for signature and approval. Once accepted payment for new change order is due prior to commencement of new work.

8) Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$2,500.00 charge will be paid to Pro Sealed Asphalt, Inc. as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to PSA's work schedule.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1½% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Duval County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon Request *any changes or additions to standard coverage at additional cost.

COLOR SELECTION (UP TO 2 INCLUDED): _____

Accepted by: _____

Date Signed: _____

Print Name: _____

Print Title: _____

Pro Sealed Asphalt, Inc.

Tab 6



Goode Brothers Roofs and Gutters Inc.

1093 A1A Beach Blvd. #218 | St Augustine, FL 32080
904-827-7978 | pollard1000@gmail.com | <https://www.goodebrothersroofsandgutters.com/>

RECIPIENT:

Jim Schieszer

101 West Positano Avenue
St. Augustine, Florida 32092
Phone: 904-759-9833

Estimate #15019

Sent on Mar 18, 2024

Total \$2,793.00

Product/Service	Description	Qty.	Unit Price	Total
Gutter Installation aluminum .032 gauge 7 INCH PENNYCOPPER	<ul style="list-style-type: none"> • Install 7" aluminum Seamless Gutters (Ensure proper pitch using level to make sure of proper flow to downspouts) 153 LF I DOWNSPOUT • Install downspouts (size 3x4) • Install hidden hangers every 2 feet • Install miter strips in all corners • Install splash guards where needed • Install wedges on angled fascia (if needed) • clean up all job related debris 20 YEAR PARTS AND LABOR WARRANTY	1	\$2,000.00	\$2,000.00
REPLACE Back section of half round on left side	52 feet	1	\$793.00	\$793.00

Optional

Total \$2,793.00

This quote is valid for the next 90 days, after which values may be subject to change.

Signature: _____ Date: _____

~~153x13~~
Kumpas Penny Copper

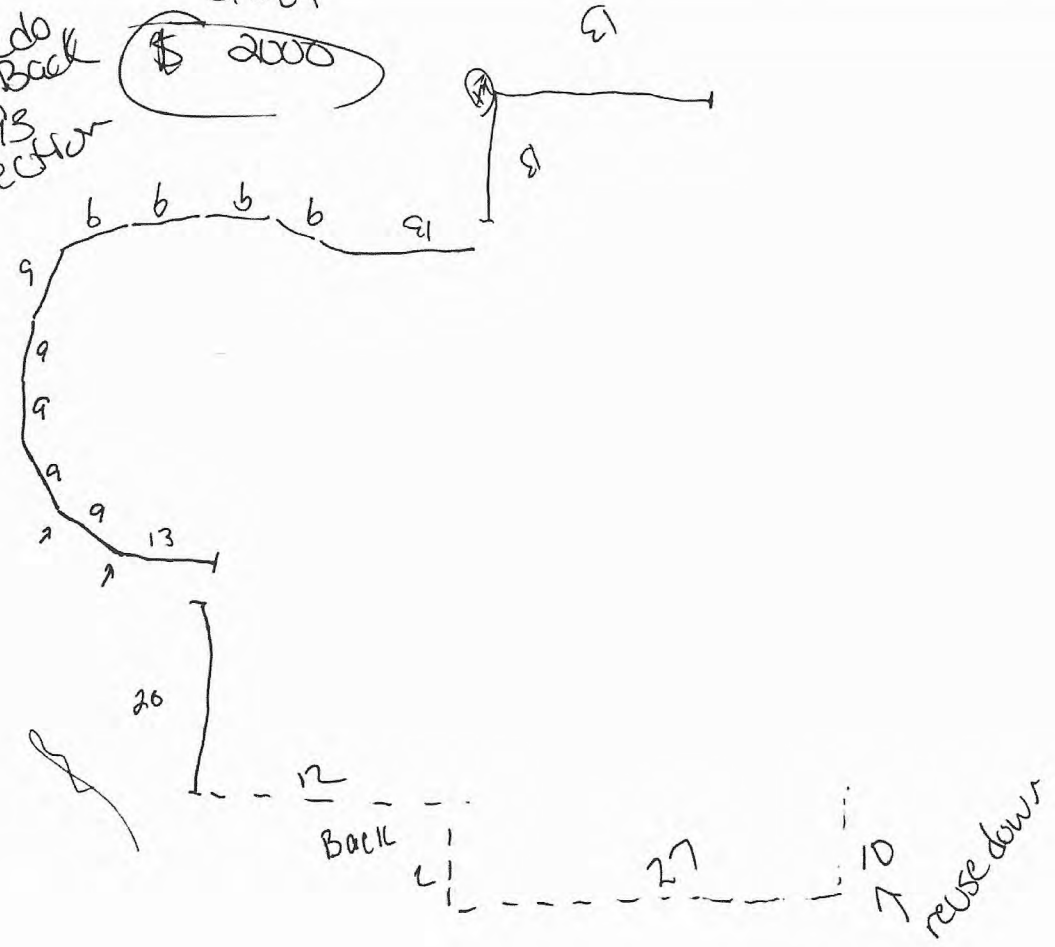
153x13 1989
100
2089

Jim Schieszer
101 W Positano Ave
St Aug 32092

904-759-9833
jschieszer@mont.com

To redo
Back
\$ 793
left section

\$ 2000





Sign and Approve

Print

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Insurance (https://s3.amazonaws.com/joist-uploads-document-attachments/B4E0932C-1139-4865-A3F9-64303E6AF2CD/All%20Pro%20Roofing%20&%20Consulting%20LLC,%2011633%20Philips%20highway,%20Jacksonville,%20FL,%2032256.pdf)



(https://www.facebook.com/HernandezExteriors/)
 Hernandezexteriors.com (https://Hernandezexteriors.c...

ESTIMATE

Hernandez Exteriors

3669 Grand Strand Dr
Gulf Breeze, Florida 32043
Shawnee, FL 32052 (tel: (904) 994-7151)
Email: hernandezsoffits@hotmail.com (mailto:hernandezsoffits@hotmail.com)

Estimate #

1254

Date

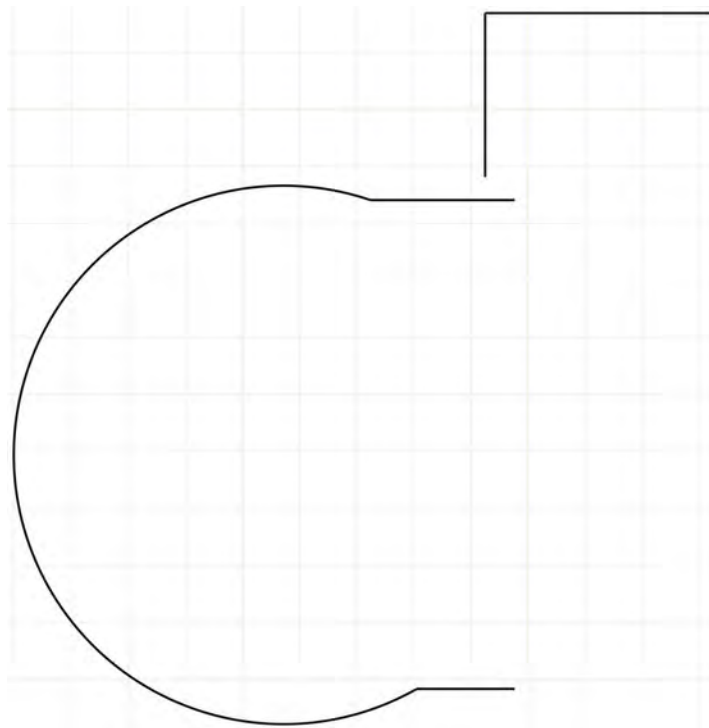
03/27/2024

Description	Quantity	Total
7" Gutter LF	153	\$1,912.50
7" Seamless Gutters (.027) Gauge		
Downspouts LF	10	\$70.00
(3x4) 10 Ft Downspouts		
	Subtotal	\$1,982.50
	Total	\$1,982.50

Notes:

- Installation of 7" Seamless Gutters
- Installation of 3x4 Downspouts
- Installation of Miter Strips in corner
- Installation of Splash Guards in Valleys
- Hidden Hangers installed every 2 ft
- Installation of Wedges

20 year installation Warranty



By signing this document, the customer agrees to the services and conditions outlined in this document.

Jim Schieszer

Tab 7

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2005 PROJECT IS COMPLETE; DECLARING THE SERIES 2005 PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT’S SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2015A; CONFIRMING WAIVER OF STATUTORY PREPAYMENT RIGHTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Turnbull Creek Community Development District (“**District**”) was established by Ordinance Number 2004-47 of the Board of County Commissioners of St. Johns County, Florida, effective June 28, 2004 (“**Ordinance**”), for the purpose of providing infrastructure improvements, facilities and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

WHEREAS, on August 11, 2004, the District’s Board of Supervisors (“**Board**”) adopted Resolution 2004-16, authorizing, among other things, the issuance of not to exceed \$17,500,000 aggregate principal amount of its Turnbull Creek Community Development District (St. Johns County, Florida) Special Assessment Bonds in order to finance all or a portion of the costs of the planning, financing, reconstruction, equipping and installation of certain infrastructure improvements within the District (“**Series 2005 Bonds**”); and

WHEREAS, the District approved the *Improvement Plan for the Turnbull Creek Community Development District*, dated August 11, 2004, as supplemented on January 28, 2005, adopted by the Board on March 22, 2005 (“**Series 2005 Engineer’s Report**”), attached hereto as **Exhibit A** and incorporated herein by reference, which identifies and describes the components of the project to be financed with the Series 2005 Bonds (“**Series 2005 Project**”) and sets forth the estimated total costs of the Series 2005 Project (“**Total Project Costs**”); and

WHEREAS, the Engineer’s Report estimated capital costs totaling \$12,933,250 for the Series 2005 Project, including professional services and contingencies; and

WHEREAS, on August 11, 2004, the Board adopted Resolution 2004-14, declaring that such Total Project Costs would be defrayed by the imposition of special assessments pursuant to Chapters 170 and 190, *Florida Statutes*, and that such special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed, and Resolution 2004-15, setting a public hearing on the special assessments; and

WHEREAS, on September 22, 2004, the Board adopted Resolution 2004-22, which, among other things, approved and confirmed the provision of infrastructure improvements, adopted and approved an engineer's report, and confirmed and adopted the *Supplemental Special Assessment Methodology Report*, dated March 22, 2005 ("**Series 2005 Allocation Report**"), and, pursuant to Section 170.08, *Florida Statutes*, authorized the project described therein, equalized and levied special assessments to defray the Total Project Costs, levied a master assessment lien over all of the property within the District and provided that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes ("**Series 2005 Special Assessment Lien**"), all in accordance with Section 170.08, *Florida Statutes* (together, Resolutions 2004-14, 2004-15, and 2004-22 comprise the "**Series 2005 Assessment Resolutions**"); and

WHEREAS, on March 23, 2005, the District duly authorized and issued \$15,515,000 in Turnbull Creek Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2005 for the purpose of funding all of the construction, installation, and acquisition of public infrastructure, improvements, and services of the Series 2005 Project; and

WHEREAS, the Series 2005 Bonds were issued pursuant to that certain *Master Indenture* dated March 1, 2005 ("**Master Indenture**"), as supplemented by the *First Supplemental Trust Indenture* dated March 1, 2005 ("**First Supplemental Indenture**") both by and between the District and Trustee; and

WHEREAS, on February 14, 2015, the Board adopted Resolution 2015-19, relating to the refunding of the Series 2005 Bonds and authorizing, among other things, the issuance of not to exceed \$14,000,000 aggregate principal amount of its Turnbull Creek Community Development District (St. Johns County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and its Turnbull Creek Community Development District (St. Johns County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2 in order to refund the outstanding \$15,515,000 original aggregate principal amount of the Series 2005 Bonds; and

WHEREAS, on February 2, 2015, the Board adopted Resolution 2015-05, declaring that the portion of the Total Project Costs still outstanding would be defrayed by the imposition of special assessments pursuant to Chapters 170 and 190, *Florida Statutes*, and that such special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed, and Resolution 2015-06, setting a public hearing on the special assessments; and

WHEREAS, on March 10, 2015, the Board adopted Resolution 2015-10, which, among other things, approved and confirmed the provision of infrastructure improvements, adopted and approved an engineer's report, and confirmed and adopted the *Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2015A Final Numbers* dated March 10, 2015 ("**Series 2015A Refunding Allocation Report**,"), and, pursuant to Section 170.08, *Florida Statutes*, authorized the project described therein, equalized and levied special assessments to defray the outstanding portion of the Total Project Costs, levied a master assessment lien over all of the property within the District and provided that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes

(the “**Series 2015A Refunding Special Assessment Lien**”), all in accordance with Section 170.08, *Florida Statutes* (together, Resolutions 2015-05, 2015-06, and 2015-10 comprise the “**Series 2015A Refunding Assessment Resolutions**”); and

WHEREAS, on March 12, 2015, the District duly authorized and issued Turnbull Creek Community Development District (St. Johns County, Florida) \$10,650,000 Senior Special Assessment Refunding Bonds, Series 2015A-1 and Turnbull Creek Community Development District (St. Johns County, Florida) \$2,725,000 Subordinate Special Assessment Refunding Bonds, Series 2015A-2 (together, “**Series 2015A Bonds**”) for the purpose of funding the outstanding portion of the construction, installation, and acquisition of public infrastructure, improvements, and services of the Series 2005 Project; and

WHEREAS, the Series 2015A Bonds were issued pursuant to the Master Indenture, as supplemented by the *Third Supplemental Trust Indenture* dated March 1, 2015 (“**Third Supplemental Indenture**” and, together with the Master Indenture, and First Supplemental Indenture, “**Indenture**”) both by and between the District and Trustee; and

WHEREAS, the Series 2005 Project specially benefits all of the developable acreage in the District as set forth in the Series 2015A Refunding Assessment Resolutions and the Series 2015A Refunding Allocation Report, which is attached hereto as **Exhibit B** and it is reasonable, proper, just and right to assess the portion of the costs of the Series 2005 Project financed with the Series 2015A Bonds to the specially benefitted properties within the District as set forth in the Series 2015A Refunding Assessment Resolutions and this Resolution; and

WHEREAS, pursuant to Chapter 170, *Florida Statutes*, and the Indenture, the District Engineer has executed and delivered a certificate regarding completion of construction dated , 2024 (the “**Engineer’s Certificate of Completion**”), attached hereto as **Exhibit C** and incorporated herein by reference, wherein the District Engineer certified the Series 2005 Project to be complete; and

WHEREAS, upon receipt of and in reliance upon the Engineer’s Certificate of Completion evidencing the Date of Completion, as such term is defined in the Indenture, of the Series 2005 Project as described above, the District’s Board of Supervisors desires to certify the Series 2005 Project complete in accordance with the Indenture; and

WHEREAS, according to the records of the District, the cost of the Series 2005 Project totaled \$12,933,250.00, of which \$ represents the eligible Costs of the Series 2005 Project that were subject to the requisition process under the Indenture and which were subsequently paid by the District; and

WHEREAS, there are no ‘Deferred Costs’ for the Completed Series 2005 Project due to the ‘Developer’ as those terms used are and/or defined under the Indenture and no such Deferred Cost Account was created under the Third Supplemental Indenture; and

WHEREAS, the completion of the Series 2005 Project resulted in a balance of One Dollar and Fourteen Cents (\$1.14) in the Series 2005 Project Construction Account (the “Construction

Account”) and a balance of Two Thousand Seven Hundred Forty-One Dollars and Sixty-Nine Cents (\$2,741.69) in the Series 2005 Costs of Issuance Account (the “Costs of Issuance Account,” and together, the “Series 2005 Accounts”); and

WHEREAS, Chapter 170, *Florida Statutes*, requires that upon completion of the Series 2005 Project, the District is to credit each of the assessments the difference, if any, between the amounts assessed and the actual cost of the Series 2005 Project.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Indenture and Chapters 170 and 190, *Florida Statutes*, and in accordance with the provisions of the Assessment Resolutions.

SECTION 3. ACCEPTANCE OF DISTRICT ENGINEER’S CERTIFICATE OF COMPLETION OF THE SERIES 2005 PROJECT. The District’s Board of Supervisors hereby accepts the Engineer’s Certificate of Completion, dated [REDACTED], 2024, attached hereto as **Exhibit C**, certifying the Series 2005 Project complete and upon reliance thereon, and certifies the Series 2005 Project complete in accordance with the Assessment Resolutions and the Indenture. The Date of Completion, as that term is defined in the Indenture, shall be the date of the Engineer’s Certificate of Completion.

SECTION 5. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2015A BONDS. Pursuant to Section 170.08, *Florida Statutes*, and the Series 2015A Refunding Assessment Resolutions, special assessments securing the Series 2015A Bonds on benefitted property within the District are to be credited the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the costs paid by the District to fund the Series 2005 Project. The Series 2015A Refunding Allocation Report, attached hereto as **Exhibit B**, is the Methodology Report which, based on the balance of Two Thousand Seven Hundred Forty-Two Dollars and Eighty-Three Cents (\$2,742.83) in the Series 2005 Accounts at the time of receipt of the Engineer’s Certificate of Completion, accurately reflects the amount of special assessments securing the Series 2015A Bonds. The assessments levied pursuant to the Series 2015A Refunding Assessment Resolutions also correctly reflect an amount of debt assessment equal to the amount being finalized. Therefore, in accordance with Section 170.08, *Florida Statutes*, and the Series 2015A Refunding Assessment Resolutions, the special assessments on parcels specially benefitted by the Series 2005 Project are hereby finalized in the amount of the outstanding debt due on the Series 2015A Bonds in accordance with **Exhibit B** herein, and is apportioned in accordance with the methodology described in **Exhibit B**, upon the specially benefitted lands indicated in the District’s Final Assessment Lien Roll attached hereto as **Exhibit D** and incorporated herein by reference.

SECTION 6. NO DEFERRED COSTS. No provision of Deferred Costs was provided in the Third Supplemental Indenture and as such, no Deferred Costs are due and owing for the Series 2005 Project.

SECTION 7. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this resolution the special assessments as reflected herein shall be recorded by the Secretary of the District’s Board of Supervisors in the District’s “Improvement Lien Book.” The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 8. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 9. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 9th day of April 2024.

Attest:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

- Exhibit A:** *Improvement Plan for the Turnbull Creek Community Development District* dated August 11, 2004 and supplemented on January 28, 2005
Exhibit B: *Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2015A Final Numbers* dated March 10, 2015
Exhibit C: *Engineer’s Certificate of Completion* dated _____, 2024
Exhibit D: *Final Assessment Lien Roll*

EXHIBIT A

Improvement Plan for the Turnbull Creek Community Development District
dated August 11, 2004 and supplemented on January 28, 2005

EXHIBIT B

*Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series
2015A Final Numbers dated March 10, 2015*

EXHIBIT C

Engineer's Certificate of Completion dated _____, 2024

**CERTIFICATE OF DISTRICT ENGINEER
COMPLETION OF CONSTRUCTION
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
SERIES 2005 PROJECT**

_____, 2024

Board of Supervisors
Turnbull Creek Community Development District (“District”)

U.S. Bank, National Association, as Trustee,

This Certificate is furnished in in connection with the \$10,650,000 Turnbull Creek Community Development District (St. Johns County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$2,725,000 Turnbull Creek Community Development District (St. Johns County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2 (together, the “Series 2015A Bonds”) issued pursuant to that certain *Master Indenture* dated March 1, 2005 (the “Master Indenture”), by and between the District and U.S. Bank National Association, as supplemented by the *Third Supplemental Trust Indenture* dated March 1, 2015 (the “Third Supplemental Indenture” and together with the Master Indenture, the “Indenture”), by and between the District and U.S. Bank National Association.

The Series 2015A Bonds were issued to finance of the costs of the Series 2005 Project. The Series 2005 Project is more fully described in the *Improvement Plan for the Turnbull Creek Community Development District*, dated August 11, 2004 supplemented on January 28, 2005, and adopted by the Board on March 22, 2005 (the “Engineer’s Report”), which is attached hereto as **Exhibit A** and is incorporated herein by reference. This Certificate is furnished in accordance with Section 5.01(c) of the Master Indenture and Chapter 170, *Florida Statutes*, and intended to evidence the completion of the Series 2005 Project as undertaken by the District. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture.

The undersigned, acting on behalf of Yuro & Associates, LLC, as District Engineer, hereby certifies that:

- I. As of the date hereof, the Series 2005 Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended.
- II. The Series 2005 Project has been completed in substantial compliance with the specifications therefore and all labor, services, materials, and supplies used in the Series 2005 Project have been paid for and acknowledgment of such payments has been obtained from all contractors and suppliers or the Developer provided reasonable assurances of past payment for such labor, services, materials and supplies.

- III. All other facilities necessary in connection with the Series 2005 Project have been constructed, acquired, and installed in accordance with the specifications therefore and all Costs and expenses incurred in connection therewith have been paid, except the following:
- NONE, all facilities are complete.
- IV. All plans, permits and specification necessary for the operation and maintenance of the improvements made pursuant to the Series 2005 Project are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.
- V. There is a balance of One Dollar and Fourteen Cents (\$1.14) remaining in the Series 2005 Project Construction Account and a balance of Two Thousand Seven Hundred Forty-One Dollars and Sixty-Nine Cents (\$2,741.69) in the Series 2005 Costs of Issuance Account. There are no remaining unpaid Costs of the Series 2005 Project, as those terms are used in the Indenture.
- VI. The full amount of funds remaining in the Series 2005 Construction Account and the Series 2005 Cost of Issuance Account, currently estimated at Two Thousand Seven Hundred Forty-Two Dollars and Eighty-Three Cents (\$2,742.83), is not necessary for the payment of any remaining enhancement or deferred costs of the improvements.
- VII. The Date of Completion of the Series 2005 Project shall be the date of this Certificate stated above.

This Certificate is given without prejudice to any rights against third parties which exist as of the date of this Certificate or which may subsequently come into being.

[SIGNATURE PAGE FOLLOWS]

Yuro & Associates, LLC

Mike Yuro, P.E.
President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of March 2024, by Mike Yuro, P.E., of Yuro & Associates, LLC, District Engineer of the Turnbull Creek Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT D

Final Assessment Lien Roll

The Assessment Roll is maintained in the District's official records and is available upon request. Certain Exempt information may be redacted prior to release in compliance with Chapter 119, FL Statutes.

Tab 8

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 **special meeting** of the Board of Supervisors of Turnbull Creek Community Development District was held on **February 13, 2024, 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
Raymond Ames	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
Meredith Hammock	District Counsel, Kilinski/Van Wyk
Mike Yuro	District Engineer, Yuro & Associates
Jim Schieszer	Field Operations Manager, RMS
Erick Hutchinson	Amenity Manager, RMS
Brian Stephens	Account Manager, Yardnique
Todd Murphy	General Manager, Yardnique

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 Pickleball Court options.

45 **THIRD ORDER OF BUSINESS**

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

46
47
48 The Board reviewed five candidates under Tab 1. After discussion the Board asked
49 questions to the candidates.
50

On a motion by Mr. Wing, seconded by Mr. DelBene, with all in favor, the Board of Supervisors appointed Raymond Ames to Seat #5, for Turnbull Creek Community Development District.

51
52 **1.) Administration of Oath of Office**

53
54 Ms. Dobbins administered oath of office to Mr. Ames.

55
56 **FOURTH ORDER OF BUSINESS**

Staff Reports - Part A

57
58 **A. District Engineer**

59
60 **1.) Update on Pond Repair**

61
62 Mr. Yuro noted to the Board that he is monitoring the sod to make sure it takes and grows
63 since it was a little brown due to it be dormant. He also updated the Board that a sink hole
64 by a storm drain was noticed, and he requested a proposal to perform an exploratory dig
65 to review it further.

66
67 **2.) Update on Walking Trail Improvement**

68
69 After discussion Mr. Yuro updated the Board that he is going to get Duval to revise their
70 proposal and still attempt to get a proposal from Aquagenix.

71
72 **3.) Update on Wall Repair**

73
74 Mr. Yuro updated the Board that he is working on getting a proposal from Aquagenix.

75
76 **B. Landscaper**

77
78 **1.) Yardnique Landscape Reports**

79
80 Mr. Murphy and Mr. Stephens updated the Board that turf fertilization will be applied end of
81 February or beginning of March and that the annuals were just installed.

82
83 Discussion ensued regarding ant treatments. The Board requested an updated plan and
84 for the field to be reviewed.

85
86

87 **2.) Consideration of Annual Mulch Proposal**
88

89 The Board discussed mulch proposal under Tab 3 and discussed budget concerns to
90 cover the full amount. Ms. Dobbins noted that the landscape maintenance budget that
91 was adopted included an additional \$59K to cover mulch. The remaining portion could be
92 paid through the landscape miscellaneous line item.
93

On a motion by Mr. Vencil, seconded by Mr. Ames, 3-1, with Mr. DelBene opposed,
the Board of Supervisors approved Yardnique’s annual mulch installation proposal, in
the amount of \$67,985.00, for Turnbull Creek Community Development District.

94 *The Board moved to agenda item 5D.*
95

96 **FIFTH ORDER OF BUSINESS**

**Consideration of Assignment
from Trimac Landscape to
Yardnique**

97
98
99
100
On a motion by Mr. Vencil, seconded by Mr. Wing, with all in favor, the Board of
Supervisors approved the assignment from Trimac Landscape to Yardnique, for
Turnbull Creek Community Development District.

101 *The Board moved to agenda item 5C.*
102

103 **SIXTH ORDER OF BUSINESS**

**Consideration of Planter
Proposal(s) for Monument
Damage**

104
105
106
107
108 The Board discussed the county project to widen SR-16, which should occur in the near
109 future, and will monitor that project prior to taking any further action to replace the planter.
110

111 **SEVENTH ORDER OF BUSINESS**

**Discussion Regarding Fish
Stocking (Midge Control)**

- 112 **1.) Future Horizons Proposal**
113 **2.) The Lake Doctors**
114 **3.) Solitude Lake Management**
115
116
117

118 Mr. Cottrell with Solitude Lake Management reviewed midge control options with the
119 Board. After discussion, the Board approved 2 months of testing for 3 ponds with a not-to-
120 exceed amount of \$800.00.
121
122
123

On a motion by Mr. DelBene, seconded by Mr. Ames, with all in favor, the Board of Supervisors approved Solitude Lake Management's proposal for 2 months of testing for 3 ponds with a not-to-exceed amount of \$800.00, for Turnbull Creek Community Development District.

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In addition, the Board requested the staff to review getting a pond maintenance proposal from Solitude to compare to current vendor's scope of service.

EIGHTH ORDER OF BUSINESS **Update on Pickleball Court Location**

The Board directed the staff to get another conversion proposal to be reviewed at a future meeting.

NINTH ORDER OF BUSINESS **Consideration of Fighting Turtles Swim Team - 2024 Revised Schedule**

Ms. Little, President of Fighting Turtles, reviewed the revised schedule with the board.

On a motion by Mr. DelBene, seconded by Mr. Ames, with all in favor, the Board of Supervisors approved Fighting Turtles' Swim Team 2024 revised schedule, for Turnbull Creek Community Development District.

TENTH ORDER OF BUSINESS **Approval of Consent Agenda**

- 1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held November 14, 2023**
- 2.) Ratification of the Operation and Maintenance of Expenditures for October, November & December 2023**

On motion by Mr. Vencil, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held November 14, 2023, and ratified the operation & maintenance of expenditures for October 2023, in the amount of \$83,906.28, November 2023, in the amount of \$81,029.56 and December 2023, in the amount of \$79,600.33, for Turnbull Creek Community Development District.

155 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution**
156 **2024-03, 2024 General Election**
157

On motion by Mr. DelBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors adopted Resolution 2024-03, to conduct the 2024 General Election, for Turnbull Creek Community Development District.

158
159 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution**
160 **2024-04; Redesignating**
161 **Assistant Secretaries**
162

On motion by Mr. DelBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors appointed Mr. Ames as Assistant Secretary and adopted Resolution 2024-04, as amended, redesignating Assistant Secretaries, for Turnbull Creek Community Development District.

163
164 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution**
165 **2024-05; Adopting Interim Rates**
166 **for License Agreements**
167

On motion by Mr. Vencil, seconded by Mr. DelBene, with all in favor, the Board of Supervisors adopted Resolution 2024-05, adopting interim rates for license agreements, for Turnbull Creek Community Development District.

168
169 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports – Part B**
170
171 **A. District Counsel**
172
173 **1.) Review of Bingo/Card Game Rules**
174

On motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved amended policies to include Bingo/Card Game Rules, for Turnbull Creek Community Development District.

175
176
177 **2.) Discussion Regarding Direction on Pond Bank Defects**
178

179 After review, the Board selected option 1 of counsel's recommendations to authorize staff
180 to engage in pre-suit mediation and to authorize Mr. Wing to work with staff through pre-
181 suit with any potential settlement required to come back to the Board for final review.

182 Counsel also reviewed Sunshine Laws and Public Records requirements with Supervisor,
183 Mr. Ames.

184
185 Counsel also reviewed with the Board the new ethic training requirement and electronic
186 submission of their state forms.

187
188 **B. Amenity and Field Operation Managers**

189
190 **1.) Field Operations & Amenity Management Report**

191 **a.) Comcast Update**

192
193 Mr. Hutchinson reviewed Comcast accounts with the Board and noted they now will
194 expire in December 2025.

195
196 Mr. Hutchinson also introduced Ms. Filipic with Painted Pallet Studio to provide a summer
197 camp program (Exhibit A).

198
199 **b.) Amenity Center Upgrades**

200 **i.) Pottery Barn Furniture Proposal**

201 **ii.) Inspiration Room Proposal**

202 **iii.) Fabrics & Colors Proposal**

203 **iv.) Construction Proposal**

204 **v.) Upholstering Proposal**

205 **vi.) Paint Proposal**

206 The Board discussed renovation options and directed staff to review possible free
207 consultation services.

208 **c.) Kids Triathlon**

209

On motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved Kids Triathlon, for Turnbull Creek Community Development District.

210
211 **2.) Future Horizon Report**

212 **C. District Manager**

213
214 The Board discussed the meeting schedule and directed staff to cancel the March 5th
215 meeting and schedule a special meeting on April 9th.

216

On motion by Mr. Ames, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved to cancel the meeting on March 5th and schedule a special meeting on April 9th, for Turnbull Creek Community Development District.

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Ms. Dobbins updated the Board regarding adding 3 entry monuments to the District's property insurance schedule. After discussion, the Board approved at a not-to-exceed \$1,000.00 premium to cover the additional property.

On motion by Mr. DelBene, seconded by Mr. Ames, with all in favor, the Board of Supervisors approved adding 3 entry monuments to the District's property insurance schedule at a not-to-exceed \$1,000.00 premium to cover the additional property, for Turnbull Creek Community Development District.

222

FIFTEENTH ORDER OF BUSINESS

Staff Reports – Part B

223

224

**Audience Comments and
Supervisors' Requests**

225

226

227

Audience Comments

228

229

The audience had questions/comments on social room recommendations, enforcing policies and using deposits for cleanup of rental space, SR 16 entry options, mail kiosk maintenance and roadway maintenance.

230

231

232

233

Supervisors' Requests

234

235

Mr. DelBene asked Mr. Schieszer to request that Yardnique review the berm behind his home.

236

237

238

SIXTEENTH ORDER OF BUSINESS

Adjournment

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On motion by Mr. Vencil, seconded by Mr. Ames, with all in favor, the Board of Supervisors adjourned the meeting, for Turnbull Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A

My name is Angie and I am the owner of Painted Pallet Studio! My business began in 2018 with customers through creating beautiful works of art. The greatest joy I have is seeing those "A-l business offering hosted workshops and paint parties throughout St Augustine, Florida and so We offer over 450 designs to choose from, or the option to create your own custom design yo

Dates: Session 1 Camp - 17-21 June

Session 2 Camp - 15-19 July

Number of Kids: 15 (this number can fluctuate depending on the day)

Cost per child: \$250

Age group: 5-12

Yes, I agree to the terms of a 10% profit share.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operations and Maintenance Expenditures January 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$68,035.85**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

January 1, 2024 Through January 31, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Alfred W Grover	100430	10624	Install Light Fixtures (3) at Mail Kiosk 01/24	\$ 420.00
Alfred W Grover	100427	122723	Electrical Repairs 12/23	\$ 200.00
Broadcast Music, Inc.	100440	51459309	Annual Music Fee 01/24	\$ 435.00
C BUSS Enterprises, Inc.	100428	1312	Pool Repair & Impeller Parts 12/23	\$ 3,368.71
Citrus Carpet & Tile Cleaning	100431	6116	Tile Cleaning 01/24	\$ 700.00
COMCAST	ACH	8495 74 140 0863399	Cable Services 01/24	\$ 282.85
COMCAST	ACH	8495 74 140 1701846	Internet Services 01/24	\$ 121.21
Disclosure Services, LLC	100441	15 616	Amortization Schedule S15A1 and 15A2 09/23	\$ 200.00
First Coast Franchising	100446	JAK01240290	Janitorial Services 01/24	\$ 709.00
Fitness Pro	100442	30704	Service Request - Preventative Maintenance 10/23	\$ 212.00
Fitness Pro	100442	31375	Service Request - Preventative Maintenance 01/24	\$ 212.00
Fitness Pro	100442	31381	Service Request - Repair 01/24	\$ 397.64
Florida Power & Light Company	ACH	Monthly Summary 12/23	Electric Service 12/23	\$ 6,368.72
Future Horizons, Inc.	100447	82016	Aquatic Weed Control 12/23	\$ 1,375.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Governmental Management Services, LLC	100432	306	Website Maintenance 01/24	\$ 100.00
Hancock Whitney Bank	ACH	122723 ACH	Debit Card Expenses 12/23	\$ 2,662.40
Hi-Tech System Associates	ACH	397913 ACH	Alarm Access Control 01/24	\$ 30.00
Kilinski / Van Wyk, PLLC	100443	8465	Legal Services 12/23	\$ 353.50
Kilinski / Van Wyk, PLLC	100443	8466	Legal Services - Pond Bank Construction Defect 12/23	\$ 2,364.26
LifeSafe Services LLC	100433	111105439	Automated External Defibrillator Annual Renewal 01/24	\$ 216.30
Neighborhood Publications, Inc	100444	MURA5900	Premium Website 01/24	\$ 45.00
Poolsure	100434	131295619201	Pool Chemicals 01/24	\$ 1,589.68
Posey Family Outdoor Services	100435	197430	Lift to Replace Lightbulbs 12/23	\$ 350.00
Republic Services	100429	0687-001387984	Waste Disposal Services 01/24	\$ 230.87
Riverside Management Services, Inc	100436	148	Pool Maintenance 01/24	\$ 1,316.75
Rizzetta & Company, Inc.	100426	INV0000086399	Annual Dissemination Services FY23-24	\$ 1,000.00
Rizzetta & Company, Inc.	100426	INV0000086491	District Management Fees 01/24	\$ 3,862.50
Robert's Tree Service, Inc.	100437	459123	Tree Removal 01/24	\$ 6,800.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
SESAC, INC.	100422	10716286	Music Performance License 2024	\$ 1,107.00
Southern Recreation, Inc.	100451	10807	Install New Perimeter Cable for Hip Shade Structure 01/24	\$ 750.00
St Johns County Tax Collector	100438	111423 St Johns Cty 616	Property Tax Postage 11/23	\$ 229.45
St Johns Utility Department	100423	532445-114372 12/23	Water Services 12/23	\$ 414.11
St Johns Utility Department	100423	532445-124405 12/23	Water-Sewer Services 12/23	\$ 15.09
St Johns Utility Department	100423	532445-124406 12/23	Water-Sewer Services 12/23	\$ 37.55
St Johns Utility Department	100423	532445-124596 12/23	Water-Sewer Services 12/23	\$ 82.00
St Johns Utility Department	100448	532445-114371 01/24	Water Services 101 W Positano Ave 01/24	\$ 400.21
St Johns Utility Department	100448	532445-124405 01/24	Water-Sewer Services 168 Toscana Ln 01/24	\$ 15.24
St Johns Utility Department	100448	532445-124406 01/24	Water-Sewer Services 4106 Messina Dr 01/24	\$ 37.59
St Johns Utility Department	100448	532445-124596 01/24	Water-Sewer Services 123 E Franchetta Ln 01/24	\$ 81.79
Stonebridge Construction Services LLC	100449	39903	Monument Repair - ST RD 16 Entrance 01/24	\$ 1,830.00
Trimac Outdoor	100450	TMNE 93122	Irrigation Repair 01/24	\$ 550.00
Trimac Outdoor	100452	TMNE 94059	Landscape Maintenance 01/24	\$ 24,882.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Turner Pest Control, LLC	100424	618208424	Pest Control Services 12/23	\$ 180.00
Turner Pest Control, LLC	100445	618596095	Pest Control Services 01/24	\$ 185.40
Vector Security, Inc	100425	73249333	Security Monitoring Services 01/24	\$ 590.03
Yuro & Associates, LLC	100439	3451	Engineering Services 12/23	<u>\$ 725.00</u>
Report Total				<u>\$ 68,035.85</u>

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operations and Maintenance Expenditures February 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$76,845.80**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
COMCAST	ACH	8495 74 140 0863399	Cable Services 02/24	\$ 297.27
COMCAST	ACH	02/24 ACH 8495 74 140 1701846	Internet Services 02/24	\$ 124.44
Egis Insurance Advisors, LLC	100457	02/24 ACH 20795	Policy #WC100123555 Policy Change / Add Property FY23/24	\$ 309.00
Egis Insurance Advisors, LLC	100465	21167	Policy# 100123555 Add Monuments 02/24	\$ 202.00
First Coast Franchising	100458	JAK02240288	Janitorial Services 02/24	\$ 709.00
Florida Power & Light Company	ACH	Monthly Summary 01/24	Electric Services 01/24	\$ 6,665.64
Future Horizons, Inc.	100459	ACH 82423	Aquatic Weed Control 01/24	\$ 1,375.00
Future Horizons, Inc.	100459	82568	Fish Kill Cleanup and Disposal 01/24	\$ 510.00
Governmental Management Services, LLC	100455	307	Website Maintenance 02/24	\$ 100.00
Hancock Whitney Bank	ACH	012924 ACH	Debit Card Expenses 01/24	\$ 1,905.14
Hi-Tech System Associates	ACH	399607 ACH	Alarm Access Control 02/24	\$ 30.00
Kilinski / Van Wyk, PLLC	100460	8729	Legal Services 01/24	\$ 1,585.68
Kilinski / Van Wyk, PLLC	100460	8730	Legal Services - Pond Bank Construction Defect 01/24	\$ 6,746.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Neighborhood Publications, Inc	100461	MIRA5901	Premium Website 02/24	\$ 45.00
Paychex	ACH	2024-02-26 Autopay	Payroll Reports - 02/24	\$ 665.70
Paychex	ACH	2024020100 Autopay	Annual Reports - Payroll Fees 02/24	\$ 205.50
Poolsure	100466	131295619788	Pool Chemicals 02/24	\$ 1,589.68
Republic Services	100456	0687-001397843	Waste Disposal Services 02/24	\$ 385.31
Riverside Management Services, Inc	100462	150	Management Services 02/24	\$ 20,530.12
Riverside Management Services, Inc	100462	151	Pool Maintenance 02/24	\$ 1,316.75
Rizzetta & Company, Inc.	100453	INV0000087108	District Management Fees 02/24	\$ 3,862.50
St Johns Utility Department	100467	532445-114371 02/24	Water Services 101 W Positano Ave 02/24	\$ 481.68
St Johns Utility Department	100467	532445-124405 02/24	Water-Sewer Services 168 Toscana Ln 02/24	\$ 10.58
St Johns Utility Department	100467	532445-124406 02/24	Water-Sewer Services 4106 Messina Dr 02/24	\$ 34.36
St Johns Utility Department	100467	532445-124596 02/24	Water-Sewer Services 123 E Franchetta Ln 02/24	\$ 80.02
Trimac Outdoor	100468	TMNE 96069	Landscape Maintenance 02/24	\$ 24,882.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Turner Pest Control, LLC	100463	618732090	Pest Control Services 02/24	\$ 185.40
Vector Security, Inc	100454	73414810	Security Monitoring Services 02/24	\$ 590.03
Weather Engineers, Inc.	100469	C40159	Preventive Maintenance HVAC Site #29005-001 02/24	\$ 199.50
Yuro & Associates, LLC	100464	3475	Engineering Services 01/24	<u>\$ 1,222.50</u>
Report Total				<u>\$ 76,845.80</u>

Tab 9

Turnbull Creek

Community Development District

Field Operations & Amenity Management Report

04/09/2024



Jim Schieszer

FIELD OPERATIONS MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Erick Hutchison

AMENITY MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Turnbull Creek
Community Development District

Field Operations & Amenity Management Report
April 9, 2024

To: Board of Supervisors

From: Jim Schieszer
Field Operations Manager

Erick Hutchison
Amenity Manager

RE: Murabella Field Operations & Amenity Management Report – January 9th,
2024

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

Community Events

Easter event 3/29/24

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:

Food Truck Tuesday – 3rd Tuesday Monthly

Private Rentals:

March – 2 Rentals

Topics for Discussion:

Amenity Center upgrades

Weekly Maintenance

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

Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks & playground areas.

Daily pool maintenance: chemicals & vacuuming, timer changed & ADA lift chairs maintenance.

Follow through with resident concerns in regard to property issues, (Ant hills, irrigation breaks, pond bank erosion issues, pond algae and tree issues, etc.)

Meeting with Yardnique Landscape (Todd Murphy) in regard to landscaping issues and updates.

Communications with Brian Stephens with Yardnique on irrigation leaks as they occurred for repairs.

Communication with Chris Railing (Future Horizons) for lake work and monthly reports.

Auditing / Documentation of yardnique Outdoors.

Pressure washed slide area, sunshade and covered area at the pool and amenity center.

Due to failures we had to install new starter parts for pool pumps. Along with several other electric and pump related issues

Had one pump worked on for Pescara irrigation along with a new gate that was broken by vandals there.

Had new plants installed at center island here at the amenity center. And at the other entrances.

Yardnique has fixed 2 mainline irrigation brakes at San Giacomo

We are painting amenity doors and replacing signs.

Pine straw and mulch installed.

Getting bids for gutters, paving mail kiosk area and bids Pickleball conversion. See attached

Completed Projects



In Progress Projects



Mail kiosk got tagged.
Scrubbed most of the paint off. Will
paint over the spots that didn't come
off

Irrigation line broke. Plumber
natched line



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 Hutchison

Turnbull Creek Treat Sheet

Date: 2-20-24

Weather: Sunny

Winds: 0-10 MPH

Mura Bella

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	None
2	Algae	Yes	Hydrothol 191
3	Babytears	No	Diquat
4	None	No	None
5	Pondweed	Yes	Diquat
6	Pondweed	Yes	Diquat
7	None	No	None
8	None	No	None
9	None	No	None
10	None	No	None
11	None	No	None
12	None	No	None
13	None	No	None
14	None	No	None

San Marino

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	Aquashade
2	None	Yes	Aquashade

Pescara

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Algae, Bacopa, Roadgrass	Yes	Diquat, 2-4D
2	None	Yes	None
3	Alligator Weed	Yes	2-4D
4	Algae, Bacopa	Yes	Diquat, 2-4D
5	Algae, Bacopa	Yes	Diquat, 2-4D

Comments: None