



Rizzetta & Company

Turnbull Creek Community Development District

Board of Supervisors' Meeting September 10, 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	Vacant Jeremy Vencil Chris Delbene Diana Jordan-Baldwin Raymond Ames	Board Member 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

September 3, 2024

FINAL AGENDA

Dear Board Members:

The Board of Supervisors for the Turnbull Creek Community Development District will hold an **attorney-client session to discuss matters related to pending litigation, and a meeting on September 10, 2024, at 6:00 p.m., (meeting will not start before 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 PENDING LITIGATION/SHADE SESSION**
3. **ATTORNEY-CLIENT SHADE SESSION**

The attorney-client shade session, which is closed to the public, is being held pursuant to Section 286.011(8), Florida Statutes, and is anticipated to last 30 minutes, but may last shorter or longer depending upon the needs of the District. The subject matter of the closed attorney-client session shall be confined to settlement negotiations or strategy sessions related to litigation expenditures relating to pending litigation in Case No. CA24-0475, *Turnbull Creek Community Development District v. Johnson, Mirmiran & Thompson, Inc. and Boudreaux's Pro Grade LLC*, in the Circuit Court of the Seventh Judicial Circuit in and for St. Johns County, Florida. The following persons will attend the closed session: Caryl Kilinski, Esq., Jennifer Kilinski, Esq., Mary Grace Henley, Esq., Melissa Dobbins, District Manager, Jeremy Vencil, Chris Delbene, Esq., Diana Jordan-Baldwin, Raymond Ames and a court reporter. The regular meeting will re-commence following the conclusion of the closed session.

4. **RESUME PUBLIC MEETING**
5. **SHADE SESSION BUSINESS ITEMS**
 - A. Motions Related to Litigation Expenditures or Settlement Negotiations
6. **AUDIENCE COMMENTS ON AGENDA ITEMS**
7. **STAFF REPORTS - Part A**

- A. District Engineer.....Tab 1
 - 1.) Update on Walking Trail Improvement
 - i.) Consideration of Yardnique Proposal for Drain Repair
 - 2.) Discussion Regarding Observations of Pool Deck and Retaining Wall Repairs

B. Landscape.....	Tab 2
1.) Yardnique Landscape Reports	
8. BUSINESS ITEMS	
A. Consideration of Jani-King Renewal Agreement for 2024-2025.....	Tab 3
B. Consideration of Informal Request for Proposals for Amenity/Field Management Services.....	Tab 4
1.) Consideration of Fees/Proposal from RMS for FY2025	
2.) Consideration of RFP Package for Amenity/Field Management Services	
C. Consideration of Resolution 2024-11; Fiscal Year 2024-2025 Meeting Schedule.....	Tab 5
9. BUSINESS ADMINISTRATION	
A. Approval of Consent Agenda.....	Tab 6
1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held August 13, 2024	
2.) Ratification of the Operation and Maintenance Expenditures for July 2024	
B. Consideration of Resolution 2024-12; Declaring Vacancy of Seat #1...	Tab 7
C. Consideration of Resolution 2024-13; Redesignating Officers.....	Tab 8
10. 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	
11. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS	
12. 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

Yardnique
5824 Mining Terrace Blvd S
Jacksonville, FL 32257
Brian.stephens@yardnique.com
www.yardnique.com



ADDRESS

Melissa Dobbins
c/o Rizzetta & Company
101 E Positano Ave
St Augustine, FL 32092

SHIP TO

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

Estimate 96243

DATE 08/30/2024

Expires in 30 days

Materials and labor to remove dead Bahia sod over the new drain at Memorial Park. Regrade and install 1 pallet of new Bahia sod

ACTIVITY	RATE	AMOUNT
EN - General - Bahia sod replacement at new drain	\$900.00	\$900.00

TOTAL \$900.00

Tab 2

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac Outdoor)

1.0 Maintenance	7/22/2024
Growing Season Only (April 1st - October 31st)	
1.1 Mowing (by Friday of each week) 5 days / week	
All Turf & Pond Areas	
Monday - & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	The clubhouse and berm along Pacetti were mowed. The ponds were mowed completely.
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Verona Way, Memorial Park and the SR 16 entrance were mowed. Ponds 6-9 and 15-16 were mowed as well.
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Pescara Field, the playground area and ponds 1B-5B were completely mowed
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugusa Field was completely mowed. Ponds 10-14 were spot mowed. The lakebanks were wet due to rain during the day.
Friday - Outer berms off od SR16 & Pacetti Rd	The Athletic Field was completly mowed. The SR 16 and Pacetti Berms were mowed completely. Water was still standing in the ditch.
1.2 String Trimming	
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	String trimming was completed daily as part of the mowing process.
1.3 Edging	
All hardscape and paved trails at each mowing cycle	The edging was completed in each area as part of the mowing process
1.4 Blowing	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	All hard surfaces were blown off once mowing was completed in each area

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

1.5 Weed Control	
Weeding of plant beds, all natural areas and berms	Annual flower beds are weeded weekly and large weeds are being pulled in the berms prior to herbicides being applied.
Pre & Post emergents applied at appropriate times	We continue to spray post emergent herbicides daily as weather allows (no rain and calm wind). This is done rotationally in each section once the mowing has been completed. This week we were able to spray herbicide Monday-Wednesday and Friday. Rain Thursday.
1.6 Pruning	
Shrubs, vines and oriental trees in common areas and berms to be pruned to maintain their natural shape and	We continue to lift tree canopies along sidewalks to allow for pedestrian traffic.
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	
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	Large weeds are being pulled weekly and berms are being sprayed on a rotation. Limbs are also being picked up on a rotation.
2.0 Pesticide Application	
2.1 Turf Pest Control	
Turf inspected weekly and spot treated (As Needed)	Turf is inspected weekly for insect or fungus issues
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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	ant mounds are being treated weekly as they appear on the same schedule as the mow rotation
2.2 Shrub & Tree Pest Control	
Shrubs & Trees Pest Control inspected bi-weekly	
3.0 Fertilization	
3.1 Turf Areas	
All lawn areas (entries, amenity center & mail kiosks are fertilized with granular slow release fertilizers	
To be completed in 4 rounds (March, May, September & November)	
3.2 Shrubs & Trees	
Shrubs / trees to be fertilized twice a year with granular slow release nitrogen source in 2 rounds (March & September)	
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)	
Seasonal annuals fertilized on 30 day cycles	
4.0 Irrigation (All Inclusive Package) Guidelines	
Bi-Weekly Inspections (26 per year)	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	
Note: This contract shall include the following at N/C	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,	irrigation has been adjusted around the new pooldeck drain.
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 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	
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	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	Annual Fllowers were installed the week of 7-22-2024.
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):	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac Outdoor)

1.0 Maintenance	7/29/2024
Growing Season Only (April 1st - October 31st)	
1.1 Mowing (by Friday of each week) 5 days / week	
All Turf & Pond Areas	
Monday - & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	The clubhouse and berm along Pacetti were mowed. The ponds were also mowed completely.
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Verona Way, Memorial Park and the SR 16 entrance were mowed. Ponds 6-9 and 15-16 were spot mowed.
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Pescara Field and the playground were mowed. Ponds 1b-5b were mowed as well
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugusa Field and ponds 10-14 were completely mowed
Friday - Outer berms off od SR16 & Pacetti Rd	The Athletic Field was completely mowed. The SR 16 and Pacetti Berms were mowed completely.
1.2 String Trimming	
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	String trimming was completed daily as part of the mowing process.
1.3 Edging	
All hardscape and paved trails at each mowing cycle	The edging was completed in each area as part of the mowing process
1.4 Blowing	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	All hard surfaces were blown off once mowing was completed in each area

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

1.5 Weed Control	
Weeding of plant beds, all natural areas and berms	Annual flower beds are weeded weekly and large weeds are being pulled in the berms prior to herbicides being applied.
Pre & Post emergents applied at appropriate times	We continue to spray post emergent herbicides daily as weather allows (no rain and calm wind). This is done rotationally in each section once the mowing has been completed. This week we were able to spray herbicide every day.
1.6 Pruning	
Shrubs, vines and oriental trees in common areas and berms to be pruned to maintain their natural shape and	We continue to lift tree canopies along sidewalks to allow for pedestrian traffic.
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	
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	Large weeds are being pulled weekly and berms are being sprayed on a rotation. Limbs are also being picked up on a rotation.
2.0 Pesticide Application	
2.1 Turf Pest Control	
Turf inspected weekly and spot treated (As Needed)	Turf is inspected weekly for insect or fungus issues
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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	ant mounds are being treated weekly as they appear on the same schedule as the mow rotation
2.2 Shrub & Tree Pest Control	
Shrubs & Trees Pest Control inspected bi-weekly	
3.0 Fertilization	
3.1 Turf Areas	
All lawn areas (entries, amenity center & mail kiosks are fertilized with granular slow release fertilizers	
To be completed in 4 rounds (March, May, September & November)	
3.2 Shrubs & Trees	
Shrubs / trees to be fertilized twice a year with granular 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 8-5
4.0 Irrigation (All Inclusive Package) Guidelines	
Bi-Weekly Inspections (26 per year)	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	
Note: This contract shall include the following at N/C	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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 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	
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	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	Annual Fllowers were replaced the week of 7-22-2024.
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):	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac Outdoor)

1.0 Maintenance	8/5/2024
Growing Season Only (April 1st - October 31st)	
1.1 Mowing (by Friday of each week) 5 days / week	
All Turf & Pond Areas	
Monday - & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	Off due to Hurricane
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Removed tree debris throughout the community
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Removed tree debris throughout the community
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Removed tree debris throughout the community
Friday - Outer berms off od SR16 & Pacetti Rd	Removed tree debris throughout the community
1.2 String Trimming	
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	String trimming was completed daily as part of the mowing process.
1.3 Edging	
All hardscape and paved trails at each mowing cycle	The edging was completed in each area as part of the mowing process
1.4 Blowing	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	All hard surfaces were blown off this week as part of the hurricane clean up

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

1.5 Weed Control	
Weeding of plant beds, all natural areas and berms	Annual flower beds are weeded weekly and large weeds are being pulled in the berms prior to herbicides being applied.
Pre & Post emergents applied at appropriate times	We continue to spray post emergent herbicides daily as weather allows (no rain and calm wind). This is done rotationally in each section once the mowing has been completed. No herbicides were applied this week due to lining wind and rain from the hurricane.
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.	
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)	
Weeds to be removed / treated year round as needed	Large weeds are being pulled weekly and berms are being sprayed on a rotation. Limbs are also being picked up on a rotation.
2.0 Pesticide Application	
2.1 Turf Pest Control	
Turf inspected weekly and spot treated (As Needed)	Turf is inspected weekly for insect or fungus issues
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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	ant mounds are being treated weekly as they appear on the same schedule as the mow rotation
2.2 Shrub & Tree Pest Control	
Shrubs & Trees Pest Control inspected bi-weekly	
3.0 Fertilization	
3.1 Turf Areas	
All lawn areas (entries, amenity center & mail kiosks are fertilized with granular slow release fertilizers	
To be completed in 4 rounds (March, May, September & November)	
3.2 Shrubs & Trees	
Shrubs / trees to be fertilized twice a year with granular 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	New annuals will be fertilized the week of 8-12-2024
4.0 Irrigation (All Inclusive Package) Guidelines	
Bi-Weekly Inspections (26 per year)	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	
Note: This contract shall include the following at N/C	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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 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	
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	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	Annual Flowers have been replaced.
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):	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac Outdoor)

1.0 Maintenance	8/12/2024
Growing Season Only (April 1st - October 31st)	
1.1 Mowing (by Friday of each week) 5 days / week	
All Turf & Pond Areas	
Monday - & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	The clubhouse and pacetti berms were spot mowed due to still being to wet in low areas. Ponds 1-5 were spot mowed as well.
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Verona Way, Memorial Park and the SR 16 entrance were spot mowed due to being wet from last weeks rainfall. Ponds 6-9 and 15-16 were spot mowed as well.
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Pescara Field and the playground were mowed were spot mowed due to last weeks rainfall. Ponds 1b-5b were spot mowed.
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugusa Field was spot mowed. The low areas were still to wet to mow without causing damage. Ponds 10-14 were spot mowed.
Friday - Outer berms off od SR16 & Pacetti Rd	The Athletic Field was spot mowed due to standing water. SR 16 and Pacetti Berms were spot mowed due to soft areas.
1.2 String Trimming	
Trimming around all obstacles at every mowing cycle to include	String trimming was completed daily as part of the mowing process.
fences on pond side, light poles, tress & shrubs.	
1.3 Edging	
All hardscape and paved trails at each mowing cycle	The edging was completed in each area as part of the mowing process
1.4 Blowing	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	All hard surfaces were blown off once mowing was completed in each area.

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

1.5 Weed Control	
Weeding of plant beds, all natural areas and berms	Annual flower beds are weeded weekly and large weeds are being pulled in the berms prior to herbicides being applied.
Pre & Post emergents applied at appropriate times	We continue to spray post emergent herbicides daily as weather allows (no rain and calm wind). This is done rotationally in each section once the mowing has been completed. This week we were able to spray herbicide every day.
1.6 Pruning	
Shrubs, vines and oriental trees in common areas and berms to be pruned to maintain their natural shape and	We continue to lift tree canopies along sidewalks to allow for pedestrian traffic.
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	
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	Large weeds are being pulled weekly and berms are being sprayed on a rotation. We continued to pick up limbs that fell during the hurricane.
2.0 Pesticide Application	
2.1 Turf Pest Control	
Turf inspected weekly and spot treated (As Needed)	Turf is inspected weekly for insect or fungus issues
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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	ant mounds are being treated weekly as they appear on the same schedule as the mow rotation
2.2 Shrub & Tree Pest Control	
Shrubs & Trees Pest Control inspected bi-weekly	
3.0 Fertilization	
3.1 Turf Areas	
All lawn areas (entries, amenity center & mail kiosks are fertilized with granular slow release fertilizers	
To be completed in 4 rounds (March, May, September & November)	
3.2 Shrubs & Trees	
Shrubs / trees to be fertilized twice a year with granular 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	Annuals flowers were fertalized this week.
4.0 Irrigation (All Inclusive Package) Guidelines	
Bi-Weekly Inspections (26 per year)	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	
Note: This contract shall include the following at N/C	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,	Tw (2) irrigation heads were replaced along Positano at Pacetti Rd.
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	
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	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	New annual flowers have been installed
Areas of seasonal color are:	
SR16 / San Giacomo entrance (420 plants per installation)	
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 poinsettia's at amenity center entrance at the holidays	
Signature (Trimac):	Brian Stephens

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac Outdoor)

1.0 Maintenance	8/19/2024
Growing Season Only (April 1st - October 31st)	
1.1 Mowing (by Friday of each week) 5 days / week	
All Turf & Pond Areas	
Monday - & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	The clubhouse and berm along Pacetti and ponds 1-5 were completely mowed.
Tuesday- Verona Way, Park & SR16 Entrance / Ponds # 6 ,7, 8, 9, 15 & 16	Verona Way, Memorial Park and the SR 16 entrance were mowed. Ponds 6-9 and 15-16 were mowed as well.
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Pescara Field and the playground were mowed. Ponds 1b-5b were completely mowed.
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugusa Field was spot mowed due to standing puddles from rain Wednesday night. Ponds 10-14 were spot mowed.
Friday - Outer berms off od SR16 & Pacetti Rd	The Athletic Field was completely mowed. The SR 16 and Pacetti Berms were mowed completely. The ditch still has standing water so we did not mow close.
1.2 String Trimming	
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	String trimming was completed daily as part of the mowing process.
1.3 Edging	
All hardscape and paved trails at each mowing cycle	The edging was completed in each area as part of the mowing process
1.4 Blowing	
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	All hard surfaces were blown off once mowing was completed in each area

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

1.5 Weed Control	
Weeding of plant beds, all natural areas and berms	Annual flower beds are weeded weekly and large weeds are being pulled in the berms prior to herbicides being applied.
Pre & Post emergents applied at appropriate times	We continue to spray post emergent herbicides daily as weather allows (no rain and calm wind). This is done rotationally in each section once the mowing has been completed. This week we were able to spray herbicide every day.
1.6 Pruning	
Shrubs, vines and oriental trees in common areas and berms to be pruned to maintain their natural shape and	We continue to lift tree canopies along sidewalks to allow for pedestrian traffic.
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	
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	Large weeds are being pulled weekly and berms are being sprayed on a rotation. Limbs are also being picked up on a rotation.
2.0 Pesticide Application	
2.1 Turf Pest Control	
Turf inspected weekly and spot treated (As Needed)	Turf is inspected weekly for insect or fungus issues
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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	ant mounds are being treated weekly as they appear on the same schedule as the mow rotation
2.2 Shrub & Tree Pest Control	
Shrubs & Trees Pest Control inspected bi-weekly	
3.0 Fertilization	
3.1 Turf Areas	
All lawn areas (entries, amenity center & mail kiosks are fertilized with granular slow release fertilizers	
To be completed in 4 rounds (March, May, September & November)	
3.2 Shrubs & Trees	
Shrubs / trees to be fertilized twice a year with granular 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	Annuals flowers were fertalized the week of 8-12-2024
4.0 Irrigation (All Inclusive Package) Guidelines	
Bi-Weekly Inspections (26 per year)	
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	
Note: This contract shall include the following at N/C	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,	One (1) lateral line break was repaired at the 16 entrance.
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 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	
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	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	
Areas of seasonal color are:	
SR16 / San Giacomo entrance (420 plants per installion)	
Pacetti Rd / Terrancina Dr (85 plants per installation)	
Main entrance at Pacetti Rd (215 plants per installation)	
Amenity center beds and roundabout (612 plants per installation)	
Christmas color display of poinsetta's at amenity center entrance at the holidays	
Signature (Trimac):	Brian Stephens

Tab 3

Tailored and Prepared for:



Service is our Statement. Clean is our mission.

As the global leader in the commercial cleaning industry, our success has stemmed from our steadfast commitment to our customers. We're proud to deliver unrivaled cleaning services each and every day. Your satisfaction is extremely important to us. We pride ourselves in becoming the best cleaning business and for you that means perfect results every time.

Jani-King's quality control system mandates that all cleaning services are scrutinized through routine inspections, ensuring accountability at all times. Jani-King's commitment to being the best cleaning business makes us your premier choice for janitorial services.

Every hour of every day, we strive to:

- Provide our customers a level of service unequaled in the cleaning industry.
- Commit to every cleaning project with 100 percent dedication.
- Create a cooperative atmosphere that reflects the personality of a successful, vibrant and enthusiastic company.
- Provide every Jani-King Franchisee the opportunity to be successful.
- Develop an organization that will encourage all people to prosper and grow to their full potential.

Jani-King of Jacksonville
5700 St. Augustine Road
Jacksonville, Florida 32207
(904) 346-3000
Fax: (904) 346-3105

United States

Albuquerque • Atlanta
Austin • Baltimore
Baton Rouge
Birmingham • Boston
Buffalo • Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Indianapolis
Jackson • Jacksonville
Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Madison • Memphis
Miami • Milwaukee
Minneapolis • Mobile
Nashville • New Jersey
New Orleans
New York • Oakland
Oklahoma City
Orlando
Philadelphia
Phoenix • Pittsburgh
Portland
Raleigh/Durham
Rhode Island • Richmond
Sacramento
Salt Lake City
San Antonio • San Diego
San Francisco
Seattle • St. Louis
Tampa Bay • Tucson
Tulsa • Washington, D.C.

Argentina

Australia

Brazil

Canada

France

Great Britain

Hong Kong

Korea

Malaysia

Mexico

New Zealand

Singapore

Spain

Taiwan

Turkey



COMMERCIAL CLEANING SERVICES

August 27th, 2024

Murabella Amenity Center

Erick Hutchinson
101 W. Positano Ave.
St. Augustine, FL 32092

Dear Erick,

Thank you very much for the time and interest you have afforded Jani King regarding your janitorial needs. We appreciate the opportunity.

Enclosed is our completed proposal for a customized professional cleaning program including our Cleaning Schedule designed specifically to address the complex needs of your facility.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision
- All material for cleaning
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc

Our **JANI-KING** franchisee is fully covered by an insurance program that protects you in several ways. The General Liability, Workers' Compensation coverage and Employee Dishonesty Policy provide protection to our customers for claims due to loss of property or personal injuries that are the result of actions by **JANI-KING** personnel.

Please do not hesitate to contact me for any additional information you deem necessary in assessing our proposal. I can be reached at **(904) 346-3000**.

Trusting we may be of service,

Cristina Trelles

Cristina Trelles
Operations Manager



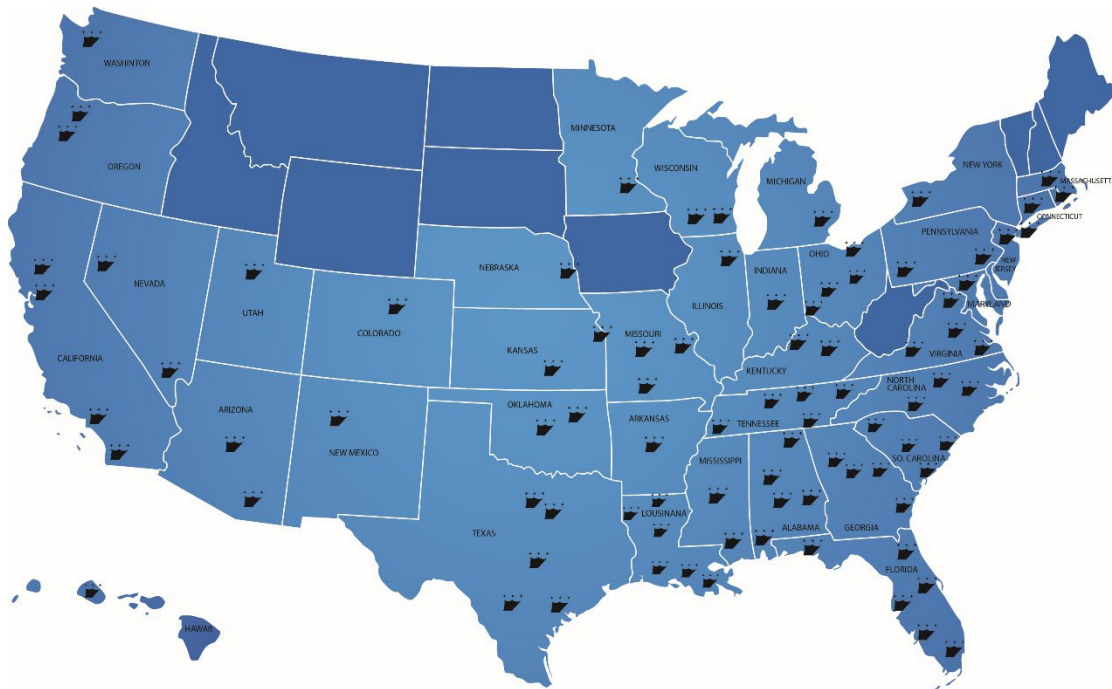
The Jani-King Difference

Experience

- Jani-King introduced its franchise concept to the commercial cleaning industry in 1969.
- With over 9,000 franchise owners and 60,000 customers, Jani-King is the largest and most respected franchised commercial cleaning company in the world.

The Jani-King Franchise Concept

- We bring your organization the “best of both worlds.” You benefit from Jani-King’s national/international expertise paired with the pride and dedication of a local franchise owner.
- At Jani-King, we know that the quality of service you receive depends on the motivation of the custodian on the job site. That’s why we operate through a network of authorized and trained franchise owners – independent entrepreneurs whose success is directly tied to your satisfaction.
- A financial investment in a business of their own ensures that Jani-King franchise owners have a genuine concern for a job well done.



Regional Office Support

- Help is always just one phone call away!
- Although our franchise owners are motivated, flexible, and responsive to your needs, you may require additional support from time to time. A highly qualified staff of experts at our local Regional Office is available to support our franchise owners whenever necessary.
- Regional personnel make certain that our franchise owners have the training, equipment, insurance, and support necessary to provide you with consistent, quality janitorial services.



The Jani-King Difference

Professional Certifications

Our entire operations team is required to earn and maintain their RBSM certification (Registered Building Service Manager) through the Building Service Contractors Association International. As industry experts, they'll periodically inspect your facility and provide on-site training for the franchise owner to keep your facility looking its best at all times, ensuring the cleaning specifications and your expectations are consistently met or exceeded.

Communication

We understand the importance of good communication. Jani-King utilizes proactive communication tools to implement a continuous Quality Control Program that ensures your satisfaction.

- **Daily Communication** If you need special attention in a particular area, just leave us a note in the Customer Communication Logbook we provide. This log book is the first thing checked each night. Also, we'll report any maintenance or repair problem to you in this log book.
- **Inspections** To make sure that all areas are being cleaned as specified in your Maintenance Agreement, we will routinely inspect your facility.
- **Feedback** We contact you regularly, via phone or email/online surveys, to get feedback on our performance. No matter how small the concern, a Customer Service Representative from our local Regional Office will contact you and coordinate any corrective actions with the franchise owner.

Risk Management

Jani-King and our customers are protected by one of the most comprehensive insurance programs in the commercial cleaning industry.

Supporting our Veterans

Veterans are graduates of one of the best business school in the world - the military. They've learned intangible skills even the best colleges and universities can't teach - leadership, teamwork, discipline, and a never-quit attitude. Jani-King recognizes the value of these intangibles and we offer discounts to encourage veterans to join our team.





Industry Leader

We are the Industry Leader

Having achieved numerous successes and built relationships with many of the world's most trusted organizations over the last four decades, **Jani-King is considered a leading expert in the commercial cleaning industry.**

- *Entrepreneur* magazine has rated Jani-King the #1 Commercial Cleaning Franchise more than 20 times and ranked Jani-King as one of the top-10 Best Performing Franchises of all-time!
- Jani-King has been recognized as an "Inc. 500" member 4 times.
- Because of our reputation, Jani-King attracts quality franchise owners and has gained the trust of some of the world's most prestigious companies and organizations.

Some of Our Customers & Sponsorships





Maintenance Agreement

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **Jani-King of Jacksonville** ("Jani-King") and **Murabella Amenity Center** (Client). In consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

- a. Performance of the services scheduled shall begin the _____ day of _____, 2024.
- b. The services shall be performed at the following location: **101 W. Positano Ave., St. Augustine, FL 32092.**
- c. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are defined as: **Gym, Gym Restrooms, Social Room, Kitchen, Restrooms, Hallways.**
- d. Jani-King agrees to service the Named Areas as scheduled: **2 x Week-Slow Season and 3 x Week- Busy Season.**
- e. Jani-King agrees to furnish all equipment, tools, and paraphernalia necessary to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached and made a part of this Agreement.

2. PAYMENT OF SERVICES

- a. Client agrees to pay to Jani-King each month the total minimum sum stated in the attached Pricing Schedule, on or before the last day of each month in which services are rendered. Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing Jani-King, for any reason, shall be properly credited only when delivered to JANIKING OF JACKSONVILLE, 5700 St. Augustine Road, Jacksonville, FL 32207.
- b. Credits for holidays recognized by Client were pre-determined as part of the monthly charge herein. No other adjustments will be made for those holidays.
- c. The amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by both parties.
- d. In the event payment for services is not received within thirty (30) days from the due date Jani-King may suspend services to Client until such payment is received. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or action for payment of services or other rights.

3. INDEPENDENT BUSINESS RELATIONSHIP

- a. It is agreed that Jani-King will select and designate all personnel to perform its obligations under this Agreement.
- b. It is agreed that Jani-King and any of its personnel are not, and shall not be employees of Client but are independent contractors; and in this regard, such Jani-King authorized personnel will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- c. Client agrees during the term of this Agreement and within one hundred and eighty (180) days after termination that it will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees during the term of this Agreement and within one hundred and eighty (180) days after termination it will not employ any employees, agents or representatives of Client without the express written consent of Client.

Customer Initials_____



Maintenance Agreement

4. TERM OF AGREEMENT

- a. The term of this Agreement shall be for a two-year basis from the date services are scheduled to begin, as stated in Section 1a, and shall be automatically renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice of termination at least thirty (30) days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight of the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- b. Non-performance is defined as the failure, neglect, or refusal to perform any act outlined in this Cleaning Schedule. Before any termination for non-performance is effective, the terminating party must give the other party written notice specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, Jani-King, at its election, shall have fifteen (15) days in which to cure the defect in performance to the reasonable satisfaction of Client. In the event the defect is not satisfactorily cured at the end of the fifteen (15th) day from the effective date, the terminating party shall provide written notification to the other party of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice.
- c. All notices between Client and Jani-King shall be in writing and deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address as stated in this Agreement. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective.
Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- a. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- b. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- c. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- d. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, with the attached Cleaning Schedule, and acknowledge that the terms reflect the entire Agreement of the parties, and it supersedes all prior representations and understandings of the parties.
- e. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

Customer Initials_____



Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
GENERAL OFFICE					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Horizontal furniture surfaces (reasonably clear of papers): dust	X				
Desktops: spot clean to remove bottle/cup rings	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop to remove spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Wall surfaces around light switches: spot clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Telephones: clean and sanitize			X		
Upholstered furniture: vacuum			X		
Blinds: dust	X				
RESTROOMS (GYM AND CLUBHOUSE)					
Toilets and urinals: clean with a germicidal disinfectant	X				
Sinks: clean with a non-abrasive cleaner and disinfectant	X				
Doorknobs/push plates: clean with a germicidal disinfectant	X				
Bright metal parts of fixtures: polish	X				
Mirrors: clean and polish	X				
Trash containers: empty containers and replace liners (Liners to be furnished by Client)	X				
Hand towel and soap dispensers: clean and replenish	X				
Walls: spot clean to remove soap splashes, fingerprints/smudges	X				
Partition tops: dust	X				
Partition walls: spot clean with a detergent disinfectant solution	X				
Hard floors: sweep then mop with a detergent disinfectant solution	X				
Tile walls and partitions: clean and disinfect		X			
Ceiling vents and ledges that can be reached from the floor: dust		X			
Hard floors: scrub with a detergent disinfectant solution and rinse thoroughly			X		
Floor drains: add water and enzymes			X		
Re-stock any paper products as required. (Paper products to be furnished by Client)	X				

Customer Initials _____



Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
COMMON AREAS-SOCIAL ROOM -HALLWAYS					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Clean and straighten cabana chairs.\ Clean off pool lounge chairs	X				
Hard floors: dust mopped or swept. Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)		X			
Hard floors: damp mop with neutral cleaner		X			
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			
Ceiling vents and ledges that can be reached from the floor: dust			X		
Upholstered furniture: vacuum			X		
Ledges and handrails: dust/			X		
			X		
KITCHENS					
Trash containers: empty containers and replace liners (Liners to be furnished by Client). Police the area for trash.	X				
Trash containers and adjacent wall surfaces: wipe with all-purpose cleaner	X				
Countertops and cabinets: wipe with all-purpose cleaner	X				
Sinks: wash with non-abrasive cleaner and disinfect	X				
Bright metal parts of fixtures: polish.\Clean of any side tables	X				
Microwave ovens: clean inside and out	X				
Tables and chairs: wipe with all-purpose cleaner	X				
Hard floors: sweep and damp mop with neutral cleaner	X				
Exterior surface of refrigerator/appliances: wipe with all-purpose cleaner	X				
Wall surfaces around light switches: spot clean		X			

Customer Initials_____



Cleaning Schedule

AREAS / TASKS	DLY	WK	MO	QTR	YR
GYM					
Trash containers: empty containers and replace liners as needed (Liners to be furnished by Client)	X				
Carpets: spot vacuum aisles (not responsible for removal of staples/paper clips)	X				
Small carpet stains (2" diameter max): spot clean	X				
Hard floors: dust mop or sweep	X				
Hard floors: spot mop spills and stains	X				
Glass partitions and doors: spot clean to remove fingerprints/smudges	X				
Entryway metal and glass: spot clean to remove fingerprints/smudges	X				
Entrance mats: vacuum (carpet) or sweep (rubber/vinyl)	X				
Wall surfaces around light switches: spot clean	X				
Water fountains: clean with a disinfectant solution, then polish	X				
Gym equipment such as but not limited to stair masters, treadmills and benches: wipe down and dust using feather duster / dust pad along surfaces and areas surrounding throughout		X			
Carpets: thoroughly vacuum (not responsible for removal of staples/paper clips)	X				
Hard floors: damp mop with neutral cleaner	X				
Wall-hung pictures: dust and straighten		X			
Baseboards and low vents: dust		X			
Glass partitions and doors: thoroughly clean on both sides		X			
Entryway metal and glass: thoroughly clean		X			

Customer Initials_____



Service Agreement

CUSTOMER NAME & ADDRESS

Murabella Amenity Center
Erick Hutchinson
101 W. Positano Ave.
St. Augustine, FL 32092

JANI-KING NAME & ADDRESS

Jani-King of Jacksonville
5700 St Augustine Rd.
Jacksonville, FL 32207

SERVICE FREQUENCY / DESCRIPTION	MONTHLY CONTRACT AMOUNT
Twice (2) per week (<i>Wednesdays & Weekends</i>) Between the hours of 10:00 PM – 9:00 AM Slow Season (September-May)	\$726.00
Three Times (3) per week (<i>Mondays, Wednesdays & Weekends</i>) Between the hours of 10:00 PM – 9:00 AM Busy Season (June-August)	\$1,035.51

CUSTOMER**JANI-KING**

Signature of Authorized Representative

Cristina Trelles

Signature of Authorized Representative

Print Name, Title

Cristina Trelles | Operations Manager

Print Name, Title

Date

August 27th, 2024

Date

Billing Information

Billing Information:

Client Accounts Payable Contact

Accounts Payable Phone # / Extension

Billing Address

Accounts Payable Fax #

City, State, Zip

Accounts Payable E-Mail Address

PREFERRED PAYMENT METHOD (Please select one):

- Client will pay invoices by check to Jani-King**
5700 Saint Augustine Rd., Jacksonville, FL 32207
- Client will pay invoices by credit card via phone call to Jani-King**
Credit cards accepted plus convenience fee as percentage of sale:
(VISA, MasterCard, Discover plus 4% fee; American Express plus 4.5% fee)
- Credit Card Payments will be Charged Automatically by Jani-King**
Each month or as invoices dictate, client's credit card on file will be charged and a receipt emailed to client per signed Authorization Form.
- Jani-King will Initiate Electronic Auto-Draft (ACH) from Client's Bank Account**
Jani-King will draft by ACH client's bank account each month on the 5th for the previous month's service or current month's service as client prefers per signed Enrollment Form.
- Client will Initiate Electronic Payments to Jani-King**
Details for the receiving Jani-King bank account will be provided to client upon request.

Customer Initials_____

Tab 4

Description	Budget/Agreement	Proposed	Increase \$	Increase %
Facility Management	\$ 71,166	\$ 74,724	\$ 3,558	5.0%
Field Operations	\$ 59,801	\$ 62,791	\$ 2,990	5.0%
Facility Maintenance	\$ 57,166	\$ 60,024	\$ 2,858	5.0%
Common Area Waste Collection	\$ 21,349	\$ 22,417	\$ 1,067	5.0%
Program Director	\$ 3,004	\$ 3,154	\$ 150	5.0%
Subtotal	\$ 212,486	\$ 223,110	\$ 10,624	
Facility Attendant	\$ 19,973	\$ 21,531	Current Hourly rate \$ 21.50 Desired Rate \$ 23.00 Increase \$ 1.50	
Facility Monitor	\$ 29,838	\$ 32,165	Current Hourly rate \$ 21.50 Desired Rate \$ 23.00 Increase \$ 1.50	
Lifeguards	\$ 38,975	\$ 42,483	Current Hourly rate \$ 19.00 Desired Rate \$ 21.00 Increase \$ 2.00	
Total	\$ 301,272	\$ 319,289	\$ 18,017	6.0%

***TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT***

REQUEST FOR PROPOSALS

FOR

AMENITY CENTER AND FIELD OPERATIONS MANAGEMENT

DRAFT

_____, 2024

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1. General Information and Instructions for Proposers
2. General Description of District Facilities to be Managed; Desired Organizational Chart
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 - Facility Manager
 - Facility Attendants
 - Program Director
 - Lifeguard Services
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 - E. Personnel
 - F. Experience
 - G. Pricing
5. Form of Agreement

1. GENERAL INFORMATION AND INSTRUCTIONS FOR PROPOSERS

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR AMENITY MANAGEMENT SERVICES**

DATE	EVENT
XXX, 2024	Project Manual Available to Bidders
XXX, 2024	Site Available for Inspection
XXX, 2024	Deadline for Questions
XXX, 2024	Proposals Due
XXX, 2024	Board Meeting to Evaluate Proposals & Award Contract

Notice is hereby given that the Turnbull Creek Community Development District (the “District”) will accept proposals from qualified firms interested in providing amenity and field operations management services for the District’s facilities. The District intends to select the proposal that is in the best interests of the District. In order to submit a proposal, each Proposer must, at a minimum, be authorized to do business in Florida, hold all required state and federal licenses in good standing, and otherwise meet any applicable requirements set forth by the District. Firms interested in proposing shall be required to obtain a request for proposal package, available at the e-mail and address set forth herein.

All proposals should include the following information, among other things described herein:

- A. Completed and executed proposal forms as set forth herein.
- B. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person(s). Proposer shall demonstrate its level of experience and expertise in substantially similar operations.
- C. A narrative description of the Proposer’s approach to providing the services for each of the tasks as described in the scope of services provided herein.
- D. Complete pricing showing the total cost of providing the services, broken down as set forth on the following price proposal form. For any subcontractor being proposed, the total amount proposed to be paid by the District for these services shall be segregated between the actual funds being paid to the subcontractor and the mark up being charged by Proposer. Three years of pricing MUST be included by the Proposer.
- E. A written statement how the Contractor proposes gross revenues from lessons and special events to be distributed.

Firms desiring to provide a proposal should submit one (1) original and one (1) electronic copy of the required proposal no later than _____, _____, 2024 at 3:00 p.m. (EST), to the offices of District Counsel, Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, Florida 32301, Attention: Jennifer Kilinski and Mary Grace

Henley, jennifer@cddlawyers.com and marygrace@cddlawyers.com. Proposal packages are available from the same.

Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the District. The District may choose not to evaluate any proposal not completed as specified or missing the required documents. By submitting a proposal, Proposers acknowledge this is an informal solicitation of proposals for contractual services and there is **no** right to protest this proposal package or the Board's selection of the ultimate proposal.

Any firm submitting a proposal is strongly encouraged to attend the meeting of the District's Board of Supervisors to be held on _____, _____, 2024 at 6:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092. The Board of Supervisors will be evaluating the proposals at this meeting and each Proposer will be allocated time to describe their company and proposal(s) and to answer questions.

If the Proposer desires to propose an alternate approach to operating and maintaining the District's Facilities based on Proposer's specialized knowledge and experience in this area, the Proposer is strongly encouraged to submit both a proposal responsive to the structure outlined herein and a separate, alternative proposal.

Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. The District's Board of Supervisors shall review and evaluate the proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. The District reserves the right to reject any and all proposals, make modifications to the scope of the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District. There is no public procurement requirement for these services and as such bid protest rights are not afforded.

Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

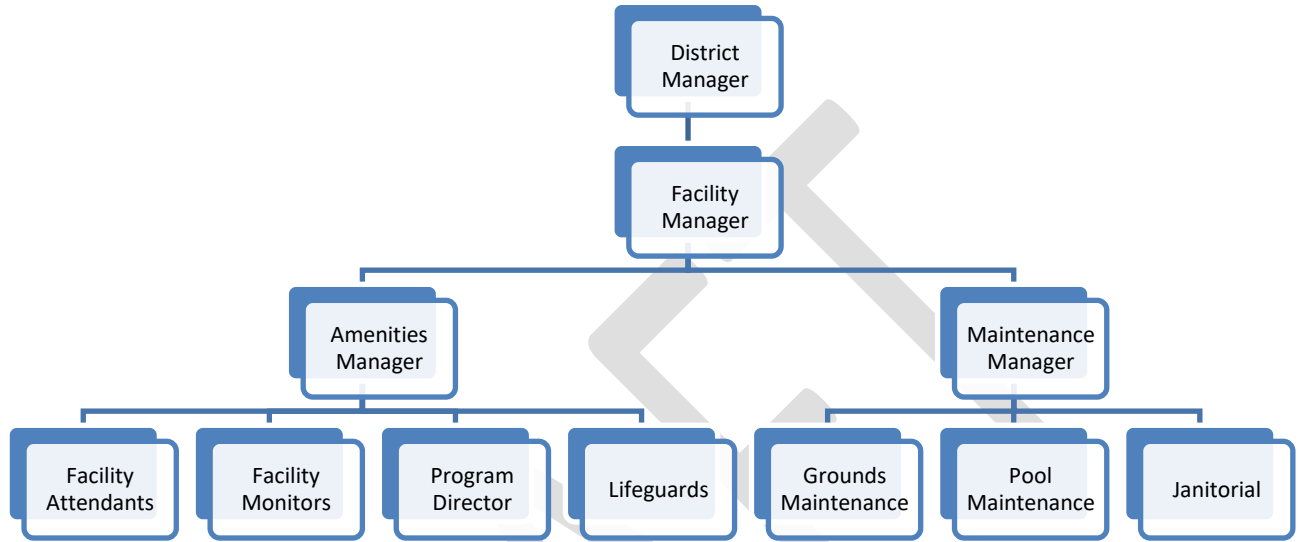
Any and all questions relative to this project shall be directed in writing by email only to District Counsel, Jennifer Kilinski and Mary Grace Henley, no later than _____, _____, 2024 at 5:00 p.m.

Turnbull Creek Community Development District

2. GENERAL DESCRIPTION OF DISTRICT FACILITIES TO BE MANAGED

The Turnbull Creek Community Development District consists of approximately 498.79 acres of land located entirely within St. Johns County, Florida. The District owns, operates and maintains various common areas, parking lots, storm water management ponds and structures, playground, amenity center, swimming pool, water slide, sport courts (i.e. basketball, tennis, etc.) multi-purpose fields, fitness center, hardscaping, entry features, and onsite and offsite landscaping and irrigation systems. The District is also in the process of converting one tennis court to three pickleball courts, which is estimated to be complete in November 2024. The maintenance and management contracts currently in effect are public records and can be obtained by contacting: Melissa Dobbins at Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614; telephone: (904) 436-6270, mdobbins@rizzetta.com. Proposers should familiarize themselves with the District's lands and facilities prior to submitting a proposal. Proposers shall include five years of pricing with their submitted proposal and recognize that programming rights may be non-exclusive.

DRAFT ORGANIZATIONAL CHART



3. SCOPE OF MANAGEMENT SERVICES NEEDED

I. Management

Contractor's Management Staff at MuraBella shall serve the District and community in a professional manner, providing the residents the numerous benefits of a first-class operation of the District facilities. Included within the responsibility of the complex's management is the occupation and oversight of the recreation facilities. Responsibilities include the greeting of residents, guests and potential residents as they enter the facility, registering patrons for activities and programs, monitoring the use and condition of the facility throughout the day, and attempting to resolve appropriate issues on behalf of the residents, as appropriate.

Furthermore, the management responsibility shall include professional interaction and coordination, along with contract administration, of and with other outside entities such as property management, landscape maintenance, and other service contractors. Finally, aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the District Board, residents and others shall be included. Attendance and reporting at District Board of Supervisors meetings will be a required job function for the management team.

II. Staffing

Overview:

The staffing responsibilities include all duties associated with employing the recreation staff, such as recruiting, hiring, training, overseeing, and evaluating such personnel (see "Personnel" below). The management staff shall consist of a Facility Manager, Facility Attendants, Program Director, Lifeguards, Facility Monitors, Field Operations Manager, Pool Maintenance Tech, Janitor Common Grounds and Facility Maintenance Tech (see "Personnel" below). Contractor shall be responsible for all necessary insurance payments (including workman's compensation, as required by Florida law), payroll taxes, and the provision of various benefits on behalf of its staff.

The Facility Manager shall submit recommended hours of operation (both staff-attended hours of operation and unattended operating hours) for the recreation facilities. Variable lifeguard staffing schedules that entail reduced operating and staffing hours during off-peak times, days, and seasons shall be recommended, with special attention paid to the operation of the water slide.

Personnel:

- a) A **Facility Manager** shall be employed as a 40 hour per week, full-time position to oversee the amenity center on a year-round basis. The Facility Manager shall have the responsibilities of overseeing all recreation complex staff and will provide a variety of programs and activities. In addition, the Facility Manager shall communicate with residents regularly via e-blasts, website and signage in order to enhance the residents' awareness of upcoming events and activities, as well as their understanding of key facility policies and

procedures.

- b) **Facility Attendants** shall be employed to assist in the day-to-day operation of the facility. In addition to the Facility Manager, attendants historically have worked the following hours:
- Pre-Season (approximately March 1st – June 4th): Sixteen (16) hours weekly
 - High-Season (approximately June 5th – August 16th): Thirty-six (36) hours weekly
 - Post-Season (approximately August 17th – February 28th): Fourteen (14) hours weekly
- * Proposer shall include its anticipated staffing levels and pricing associated therewith.
** Dates subject to change any fiscal year
- c) A **Program Director** shall oversee a variety of recreation programs and special events. Oversight includes design, promotion and execution of such activities and is based on the level of interest and participation within the community. Historically, approximately thirty (30) hours monthly have been dedicated to providing this service. Proposer should include proposed staffing level and cost.
- d) The seasonal **Lifeguard Staff** shall perform typical lifeguard duties, such as checking in and surveillance/monitoring of patrons, responding to first aid situations, clean up, and enforcing pool policies and procedures. Lifeguards shall also test and record pool chemicals daily.
- e) A seasonal **Facility Monitor** shall assist in greeting residents, enforcing District policies and providing an additional staff presence.
- f) Contractor shall provide the services of an onsite **Field Operations Manager**. The individual shall be responsible for the performance of the District's maintenance responsibilities, including the management and oversight of other onsite contractors or maintenance staff engaged by the District.
- g) Contractor shall provide necessary swimming **Pool Maintenance Services** for the benefit of the District and its users.
- h) Contractor shall provide **Janitorial Services** in order to maintain the cleanliness of all indoor areas.
- i) Contractor shall provide the services of a **Common Grounds and Facility Maintenance Technician**.

III. Activities Programming

A variety of recreational activities will be offered to maximize the use of the amenity center. Responsibilities include the design, promotion and administration of activities, including such duties as program scheduling, registration, payment collection and staffing. Based on the level of interest and participation, programs shall be offered to the residents of MuraBella that are age-and-facility appropriate. Pre-approved community special events shall be organized, promoted and executed by staff, whether provided directly by the management company or by a separately approved District vendor. However, program offerings may be non-exclusive.

A variety of community communication tools will be managed in order to enhance the residents' awareness of upcoming events and activities, as well as their understanding of key facility policies and procedures.

IV. Other: Certification and Training:

Lifeguards shall have the current requisite certification from the American Red Cross or another similarly situated provider as authorized by the District, as well as undergo periodic in-service training. Documentation of such certification and training shall be on file at the facility and available upon request.

V. Detailed Scope of Services

1) Facility Manager

- a) Build and retain relationships daily with all residents, families and guests while aiding their safety and enjoyment of the entire facility.
- b) Oversight and daily management of Facility Attendants, Program Director, Field/ Pool Monitor, Special Events staff and Lifeguards and any others under the supervision and control of the management company.
- c) Provide consistent and thorough communication to residents via phone, e-mail, e-blast, newsletter, website and face-to-face interaction.
- d) Enforce policies relative to the entire District. Anticipate and report potential changes. Recommend possible solutions. Implement final directives.
- e) Plan and execute multiple special events in addition to providing consistent activities throughout the year.
- f) Occupy and monitor the use and condition of the Amenity Center throughout all operating hours.
- g) Attempt to resolve or redirect all District related issues on behalf of the residents.
- h) Provide professional interaction and coordination with other outside entities such as property management, access control, and security services and provide contract administration services for the same.
- i) Assist in the District budgeting process, including preparing recreational budget assumptions.
- j) Monitor the amenity facilities and equipment for safe conditions and usage; take appropriate and necessary actions to correct any unsafe conditions as quickly as able; and make any safety/security recommendations to the District Manager and/or Board.
- k) Coordinate and communicate with the Board, District staff and others.
- l) Attend all Board meetings as requested by the District Manager.

2) Lifeguard Services

The Lifeguard Staff shall make the safety of the pool patrons their first priority. As such, they shall handle the following responsibilities and duties in order to promote a safe pool environment and operation:

- a) Monitor patrons in the pool area (As defined in the *Policies Regarding District Amenity Facilities*).
- b) Respond to first aid and emergency situations in the pool area.
- c) Communicate with the appropriate District personnel regarding possible corrective action

to resolve a pool safety matter, and implement such action when necessary, for the safety of pool patrons.

- d) Observe weather conditions in order to take any appropriate action related to changing weather conditions that could affect the safety of pool patrons, consistent with District policies.
- e) Enforce all District rules and policies.
- f) Provide light pool area cleaning such as straightening pool furniture, wiping off tables in designated eating areas and emptying trashcans during down times.
- g) Ensure that all personnel performing lifeguard duties are certified in accordance with Florida statutes and regulations and that all services and personnel are in full compliance with all Federal, State, and local statutes, regulations and rules; and providing the District with documentation demonstrating such compliance upon request.
- h) Ensure anyone providing swim instruction is certified in accordance with Florida law.

Work Schedule:

Contractor is expected to provide a minimum of two (2) lifeguards Monday-Thursday and three (3) guards Friday-Sunday when the water slide is in operation as further set forth by the schedule below. Contractor shall ensure sufficient staffing to enable the pool and slide tower to open in accordance with the District’s policies. Below is an example District schedule, which will be subject to change year to year and is approximate in length – if an alternative schedule is proposed, please provide and explain.

<i>Season</i>	<i>Start/ Finish</i>	<i>Operating Schedule</i>
<i>Spring Break</i>	3/17-3/21	Mon: 1:00-6:00 Tue- Sun: 11:00-6:00
<i>Pre-Season</i>	3/21-5/24	Sat: 11:00-6:00 Sun: 11:00-6:00
<i>High Season</i>	5/28-8/9	Mon: 1:00-6:00 Tue-Sun 11:00-6:00
<i>Post Season</i>	8/15-9/7	Sat: 11:00-6:00 Sun: 11:00-6:00

3) Facility Monitor

- a) Greet guests.
- b) Address issues and concerns of residents and guests.
- c) Enforce District policies and rules.
- d) Maintain the pool deck, parking lot, all courts and field.
- e) Provide staff presence in the absence other staff.

Below is the anticipated work schedule based on historical information – if proposer proposes an alternative schedule, please provide and explain why.

Anticipated Work schedule (hours may vary due to weather and daylight):

Season	Start/ Finish	Office Hours	
Fall/ Winter	10/01-4/30	Mon. closed Tues-Fri. 9:00 - 5:00 pm Sat and Sun 10:00 - 6:00	4 hours daily
Spring / Summer	5/1-9/30	Mon. closed Tues- Sun 10:00 - 8:00	6 hours daily

4) Field Operations Manager

- a) Provide day-to-day oversight of all District common grounds and assets.
- b) Advise the District of any necessary repairs, extraordinary cleaning, or replacement of assets.
- c) Create a detailed scope of work for projects requiring additional contractors. Work with and present to the Board when appropriate. Secure cost estimates and initiate work.
- d) Administer contract execution/compliance by all District maintenance contractors such as the landscape service provider, lake maintenance provider, etc.
- e) Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of the District. The individual shall have a thorough knowledge of the community and provide a timely, personal response regarding problems or request for service and handle them as expeditiously as possible.
- f) Remain aware of potential safety or security hazards within District property, communicate with the appropriate district personnel regarding possible corrective action to resolve a safety or security matter, and implement such action when necessary, for the safety and security of the district.
- g) Maintain full knowledge/awareness of all aspects of residential community maintenance to include landscaping, lake and wetland maintenance, carpentry, electrical, plumbing, painting, and management and/or monitoring of recreational facilities.
- h) Assist in negotiating, purchasing and bidding of contracted services.
- i) Assess property damage, neglect and/or depreciation and estimate costs associated with repair and/or replacement.
- j) Maintain an operations and maintenance manual complete with current drawings.
- k) Assist District management in monitoring annual maintenance budget.
- l) Provide financial oversight and make recommendations accordingly.
- m) Train/supervise site staff and maintenance team, if applicable; be responsible for all work performed by staff.
- n) Oversee common area landscape maintenance provider’s performance through weekly meetings and weekly “drive-through” of District, and generate “to-do” lists to assist in documenting and monitoring problem-resolution. Work with provider’s management team to ensure compliance with contractual requirements, as well as to make necessary

- corrections to performance deficiencies. Work with landscape architect as needed.
- o) Oversee performance of pond maintenance provider and storm water management system service provider. Also, ensure that debris does not collect and/or is removed from outfall structures in order to prevent flooding problems.
 - p) Implement District-approved capital projects and makes recommendations for future needs. Contractor shall obtain a minimum three (3) bids (when possible) on any recommended capital improvements. Contractor understands that any recommended capital improvement is subject to approval by the Board.
 - q) Advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear-and-tear,” “acts of God,” or vandalism, and secure cost estimates for the same. (Such work that is outside the normal, day-to-day maintenance scope of work shall be billed separately, upon arrival of the District, either by Contractor or other outside service contractors.)
 - r) Maintain inventory control of maintenance items, including preparation of preventative maintenance programs.

Work Schedule:

The work schedule of the Field Manager shall be flexible in order to monitor patron requests, contractors, and emergencies. The Field Operations Manager is expected to work forty (40) hours per week or more and on average five (5) days per week.

5) Pool Maintenance

- a) Check pool water quality and complete appropriate form equivalent to DH Form921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.
- b) Conduct and record necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).
- c) Clean pool tiles in pool gutters.
- d) Skim surface of pools.
- e) Perform annual maintenance, including cleaning and waxing the water slide.
- f) Operate filtration and recirculation systems, backwashing as needed.
- g) Clean all strainers.
- h) Maintain pool at proper water level, and maintain filtration rates.
- i) Check valves for leaks, as well as other components, and maintain in proper condition.
- j) Manually skim, brush and vacuum pools three (3) visits weekly.
- k) Advise the District of any necessary repairs, cleaning, or replacement items required due to “normal wear & tear.” “Acts of God,” or vandalism. Such repairs shall be billed separately, upon written approval of the District.
- l) Maintain proper chemical logs and water quality monitoring and records and provide communication to the Board and District Manager in the event of closures due to health concerns.

Note 1: All cleaning chemicals necessary to perform the above maintenance, as well as chemicals required for special treatment of stains, metals sequestering, foam removal, oil

removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed separately.

Note 2: Additional services and chemicals due to natural disasters or gale-force winds shall be billable to the district.

Note 3: Pool chemicals necessary to maintain water quality in accordance with Florida law shall be purchased directly by the District and shall not be included in the pool maintenance price proposed herein.

Note 4: Contractor shall coordinate the purchase of pool chemicals with a qualified pool chemical supply company and monitor costs to ensure an economical operation.

Work Schedule:

Maintenance shall be performed three (3) days per week March-August and two (2) days per week September-February. Pool chemical levels shall be checked daily. However, if an alternative program is proposed, please provide and explain why.

6) Janitorial Services

- a) Vacuum all carpeted areas.
- b) Dust and damp mop all tiled areas including baseboards.
- c) Dust window ledges, blinds, air condition vents and returns, furniture bases, shelves, and tables.
- d) Clean all windows.
- e) Empty and remove all trash from receptacles.
- f) Bathrooms: clean and disinfect floors, counters, mirrors, toilets, urinals and all surrounding areas. Paper and soap dispensers shall be cleaned and filled as needed. Note: cost of paper supplies and soap are included.
- g) Kitchen and Social Hall: Clean and disinfect kitchen counters, sink, tabletops and all fixtures. Spot clean all doors, door frames, windows and switch plates.
- h) Fitness room: Provide light cleaning of fitness equipment, rubber flooring, ceiling fans and baseboards. Note: Cost of center pull towels and preventative maintenance is not included.
- i) Equipment and cleaning supplies shall be properly stored in order to maintain orderly storage closets.
- j) The contractor shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (as agreed to by the District or District management), such special services and/or equipment and supplies shall be billable to the district.

Anticipated Frequency of Cleanings (if an alternative is proposed, please provide and explain why):

- October through May & September: Two (2) days per week
- June, July & August: Three (3) days per week

7) Common Grounds and Facility Maintenance

- a) Perform general grounds keeping maintenance within the District's common areas

including, but not limited to:

- Lake embankments
 - Mail kiosk areas
 - Community entrance areas
 - Debris and trash removal
 - Preserves
 - Passive parks
 - Pergolas
 - Right-of-ways
- b) Perform *general Amenity Center maintenance* duties including:
- Pick up debris in and around the facility including all walkways, fields, courts and perimeter of the amenity center
 - Inspect gym equipment and repair as able
 - Monitor condition of all doors and gates and resolve problems as able
 - Spot treatment of carpeted areas
 - Control cobwebs and prevent other debris from accumulating on exterior walls and light fixtures
 - Replace interior and exterior lights
 - Replace AC filters as needed
 - Inspect and clean playground features periodically
 - Clean and maintain all features associated with the athletic fields and sport courts including; nets, fencing, windscreens, playing surface etc.
- c) Clean Dog Waste Stations and trash cans throughout the District
- d) Tasks as assigned by the Field Operations Manager

What is Not Included in the RFP? If the proposer requires clarification about what is or is not included in the RFP, it shall seek guidance from the District in advance of submitting a proposal.

1. District Management and Accounting Services
2. Performance of Primary Landscape Maintenance Services
3. Performance of Primary Aquatic Maintenance Services
4. Performance of Primary Preventative Maintenance of Fitness Equipment
5. Engineering Services
6. Legal Services
7. Auditing Services

4. **PROPOSAL FORMS**

[Begins on following page.]

DRAFT

4.A.
AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Turnbull Creek Community Development District proposal for amenity center and field operations management. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals.

5. The Proposer acknowledges the receipt of the complete Request for Proposals as provided by the District and as described in the Table of Contents, as well as the receipt of the following Addendum Numbers: _____.

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Turnbull Creek Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

[Continued on following page.]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

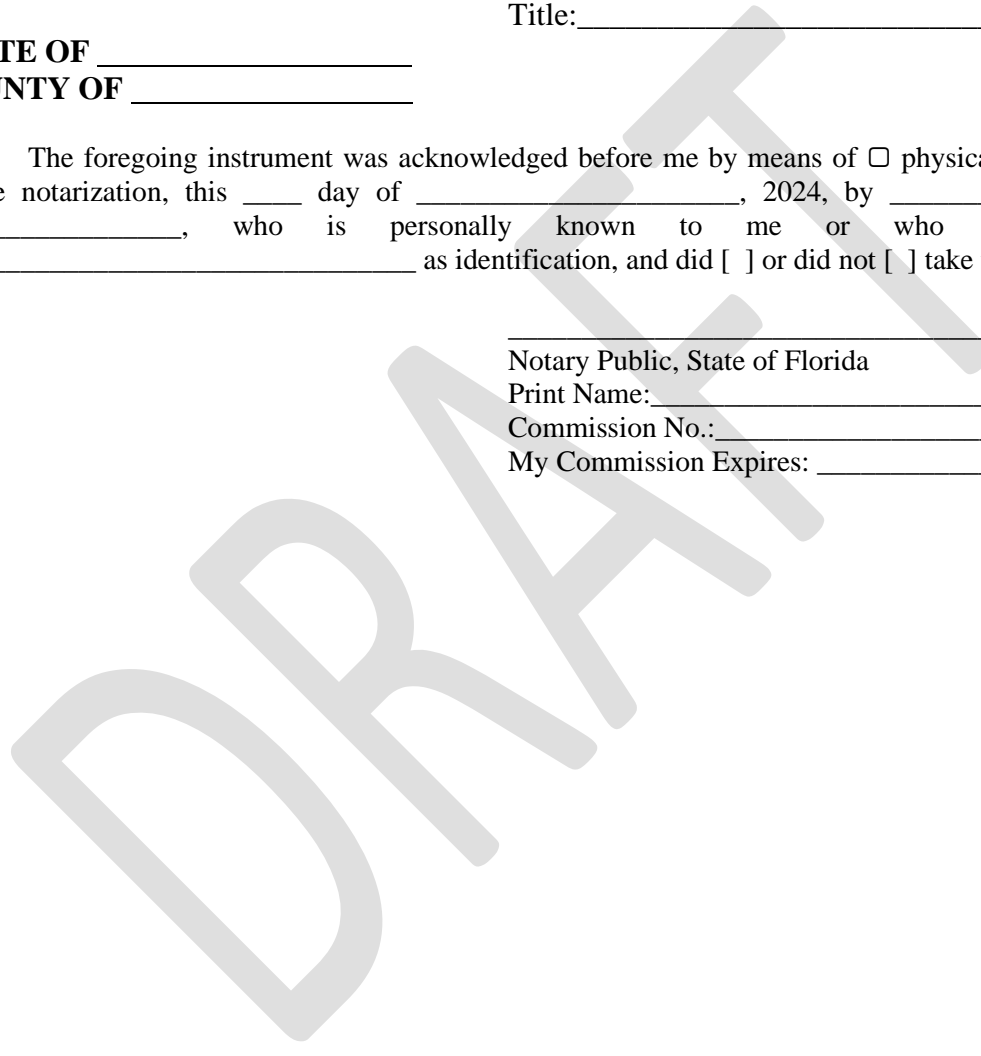
Dated this _____ day of _____, 2024.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____ of _____, 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: _____



4.B.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Turnbull Creek Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), *Florida Statutes*, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ of _____, 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: _____

DRAFT

4.C.
ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, as _____, on behalf of _____, a Florida [limited liability company/corporation] (the "Proposer"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Proposer.
2. The Proposer does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Proposer does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: _____, 2024.

[Remainder of page intentionally left blank.]

FURTHER AFFIANT SAYETH NAUGHT.

[PROPOSER]

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me physical presence or remote
notarization by _____, as _____, of _____
(PROPOSER), who is personally known to me or who produced _____ as
identification this _____ day of _____, 2024.

Notary Public

(Notary Seal)

4.D.
GENERAL PROPOSER INFORMATION

This Proposal has been prepared by:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits? (Please also attach a copy of a current insurance certificate and review the insurance levels set forth in the form of agreement).*

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

4.E.
PERSONNEL

- *List the location of the Proposer's office which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any Supervisory Personnel listed.*
- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks, drug tests or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Confirm Compliance with the Youth Guidelines attached hereto and provide any clarification or additional screening or training you do regarding the same.*

___ Check here to confirm you have read and agree to comply with the Youth Safety Guidelines.

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

****NOTE: ATTACH RESUMES OF INDIVIDUALS LISTED BELOW****

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

4.F.
EXPERIENCE

- *Has the Proposer performed work for a community development district or master planned residential community in excess of 400 acres previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of amenity center management and grounds maintenance management completed for each of the last five (5) years starting with the latest year and ending with the most current year:*

2019 = _____

2020 = _____

2021 = _____

2022 = _____

2023 = _____

- *Please provide the following information for each project that is similar to this project, and that you are currently undertaking, or have undertaken, in the past five (5) years. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Scope of Services for Project: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any amenity center management and/or grounds maintenance management contract within the past three (3) years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

- Has any public employer terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the past year?

Yes No

Please note that the successful proposer will be required to perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors.

4.G.
PRICING

Proposed Fee for Management and Staffing

(for hourly rates, indicate if the price is proposed to change in years 2 or 3)

This must include all proposed costs of:

- Facility Manager
- Maintenance Manager and Staff
- Amenities Manager
- Program Director
- Facility Attendants and Facility Monitors

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____

Hourly Rate paid by District to Contractor for Facility Attendants \$ _____

Hourly Rate actually paid Facility Attendants \$ _____

Hourly Rate paid by District to Contractor for Facility Monitors \$ _____

Hourly Rate actually paid Facility Monitors \$ _____

Proposed Annual Fee for Janitorial Services

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____

If a subcontractor is proposed, please indicate:

- Amount to be Paid to Subcontractor \$ _____
- Mark up retained by Proposer \$ _____

Proposed Annual Fee for Pool Maintenance Services

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____

If a subcontractor is proposed, please indicate:

- Amount to be Paid to Subcontractor \$ _____
- Mark up retained by Proposer \$ _____

Proposed Not-to-Exceed Annual Fee for Lifeguards

Year 1	\$ _____
Year 2	\$ _____

Year 3 \$ _____
Year 4 \$ _____
Year 5 \$ _____

Hourly Rate paid by District to Contractor \$ _____
Hourly Rate actually paid to lifeguards \$ _____
If a subcontractor is proposed, please indicate:
- Hourly rate to be Paid to Subcontractor \$ _____
- Mark up retained by Proposer \$ _____

NOTE: IF THE PROPOSER DESIRES TO PROPOSE AN ALTERNATE APPROACH TO OPERATING AND MAINTAINING THE DISTRICT’S FACILITIES, THE PROPOSER IS STRONGLY ENCOURAGED TO SUBMIT BOTH A PROPOSAL RESPONSIVE TO THE STRUCTURE OUTLINED HEREIN AND A SEPARATE, ALTERNATIVE PROPOSAL.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Proposal Forms and all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ of _____, 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: _____

Tab 5

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Board desires to adopt the annual meeting schedule for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2024/2025**”), attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 10th day of September 2024.

ATTEST:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025**

The Board of Supervisors of the Turnbull Creek Community Development District will hold their regular meetings for the Fiscal Year 2024/2025 at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092, at 6:30 p.m. on the second Tuesday of each month, unless otherwise indicated as follows:

November 12, 2024

January 14, 2025

March 11, 2025

May 13, 2025

June 10, 2025

August 12, 2025

September 9, 2025

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

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 436-6270 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

Tab 6

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 Board of Supervisors for the Turnbull Creek Community Development District held a **Shade Session on August 13, 2024, at 6:00 pm**, which was then followed by the meeting of the Board of Supervisors starting at 6:30 pm. The meeting location was at **The Village Church, 4229 Pacetti Rd., St. Augustine, FL 32092**. The shade session was for the following to be in attendance: **Caryl Kilinski, Esq., Jennifer Kilinski, Esq., Mary Grace Henley, Esq., Melissa Dobbins, District Manager, Brian Wing, Jeremy Vencil, Chris DelBene, Esq., Diana Jordan-Baldwin, Raymond Ames and a court reporter.**

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
Diana Jordan-Baldwin	Board Supervisor, Assistant Secretary (<i>speakerphone</i>)

Also present were:

Melissa Dobbins	District Manager, Rizzetta & Co., Inc.
Jennifer Kilinski	District Counsel, Kilinski/Van Wyk
Mike Yuro	District Engineer, Yuro & Associates
Erick Hutchinson	Amenity Manager, RMS
Jim Schieszer	Operations Manager, RMS
Brian Stevens	Account Manager, Yardnique

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

Mr. Wing called the meeting to order at 6:02 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments on
Pending Litigation/Shade
Session**

47 No audience present to provide comments on the pending litigation or shade session.
48 Attendees were only the ones noted in the advertisement plus a court reporter.

49
50 **THIRD ORDER OF BUSINESS** **Attorney-Client Shade Session**

51
52 **FOURTH ORDER OF BUSINESS** **Resume Public Meeting**

53
54 *The Board of Supervisors Meeting reconvened at 6:30 p.m.*

55
56 **FIFTH ORDER OF BUSINESS** **Shade Session – Motions**
57 **Related to Litigation**
58 **Expenditures or Settlement**
59 **Negotiations**

60
61 Reviewed under District Counsel's report.

62
63 **SIXTH ORDER OF BUSINESS** **Audience Comments on**
64 **Agenda Items**

65
66 There were questions/concerns regarding disbursement of funds, collection of
67 assessments, walking trail project and cost of litigation.

68
69 *The Board moved to Agenda item 7B, Landscape Report.*

70
71 **SEVENTH ORDER OF BUSINESS** **Staff Reports - Part A**

72
73 **B. Landscaper**

- 74
75 **1.) Yardnique Landscape Reports**
76 **2.) Review Tree Removal Proposals**

77
78 Mr. Stevens reviewed his report under Tab 1. The board then discussed proposals for
79 tree removals.

80
On a motion by Mr. Ames, seconded by Mr. DelBene, with all in favor, the Board of Supervisors approved tree removal proposals for Robert's Tree Services, in the amount of \$5,850.00, for Turnbull Creek Community Development District.

81
82 **A. District Engineer**

- 83
84 **1.) Update on Pond Repair**

85
86 Mr. Yuro provided update that he recommends paying retainage to contractor since they
87 have completed their work. He also does recommend an additional notice get sent to the
88 resident who still feeds the ducks due to this continuing to cause pond bank erosion.

89

On a motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved the remainder of Aquagenix Pond Repair Contract be paid, for Turnbull Creek Community Development District.

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2.) Update on Walking Trail Improvement

Mr. Yuro updated the board that he recommends paying Aquagenix for their work on the walking trail and states they have completed the work per the scope that was approved.

On a motion by Mr. DelBene, seconded by Mr. Ames, with all in favor, the Board of Supervisors approved payment of Aquagenix contract for the Walking Trail Improvement, for Turnbull Creek Community Development District.

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3.) Discussion Regarding Observations of Pool Deck and Retaining Wall Repairs

Mr. Yuro noted washout concerns at the kiddie pool and erosion at the retaining wall. He will forward a list of contractors to staff that should be able to review these issues further.

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EIGHTH ORDER OF BUSINESS

Review of Solitude Lake Management's Testing Results

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Mr. David Cottrell with Solitude updated the Board that the tests taken in July and in August have indicated the pond's oxygen levels are good and aeration is not necessary.

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NINTH ORDER OF BUSINESS

Consideration of Hoover PM Agreement Renewal

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On a motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved Hoover's renewal at the same current rate of \$2590.00 per year, for Turnbull Creek Community Development District.

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Counsel advised the audience that once the Public Hearing is open it will cover both the budget and imposing assessments.

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TENTH ORDER OF BUSINESS

Public Hearing on Fiscal Year 2024-2025 Final Budget & Public Hearing on Fiscal Year 2024-2025 Special Assessments

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On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors opened the Public Hearing for Fiscal Year 2024-3025 Budget

and for 2024-2025 Special Assessments, for Turnbull Creek Community Development District.

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Audience had comments and questions on Reserve Funds, Revenue Program Opportunities, Litigation Cost, Mulch Cost, Security, Lifeguards Concerns, Bidding Process and request for more Activities.

On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors closed the Public Hearing for Fiscal Year 2024-2025 Budget and for 2024-2025 Special Assessments, for Turnbull Creek Community Development District.

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**The Board took a 5-minute recess.*

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133

1.) Consideration of Resolution 2024-09, Adopting FY 24-25 Budget

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The Board made expenditure adjustments under District Counsel, Landscape Maintenance, Irrigation Maintenance, Maintenance & Repairs, Special Events, Misc. Contingency, and the Reserve Fund. The amended budget now has an annual assessment increase of \$181.34.

On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2024-09, as amended, for Fiscal Year 2024-2025 Budget, for Turnbull Creek Community Development District.

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141

1.) Consideration of Resolution 2024-10, Imposing Special Assessments

On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2024-10, for Fiscal Year 2024-2025 Imposing Special Assessments, for Turnbull Creek Community Development District.

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ELEVENTH ORDER OF BUSINESS

Approval of Consent Agenda

- 1.) Consideration of Minutes of the Board of Supervisor Regular Meeting held June 11, 2024**
- 2.) Ratification of the Operation and Maintenance Expenditures for May & June 2024**

On a motion by Ms. Jordan-Baldwin, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved the Minutes of the meeting held on June 11, 2024 and ratified the Operation and Maintenance Expenditures for May 2024, in the amount of \$114,773.17 and June 2024, in the amount of \$214,247.42, for Turnbull Creek Community Development District.

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154 **TWELFTH ORDER OF BUSINESS**
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**Ratification of Additional
Property Insurance
Endorsement**

On a motion by Ms. Jordan-Baldwin, seconded by Mr. DeIBene, with all in favor, the Board of Supervisors ratified additional property added to the Fiscal Year 2024 Insurance Policy, in the amount of \$311.00, for Turnbull Creek Community Development District.

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159 **THIRTEENTH ORDER OF BUSINESS**

STAFF REPORTS - Part B

160
161 **A. District Counsel**

162
163 **1.) Review HB 7013 – District Goals and Objectives**

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165 Ms. Kilinski reviewed HB 7013 and noted these recommendations are already items the
166 District does to make sure it's in compliance. Discussion ensued. The Board adopted
167 District Goals and Objectives, as presented.
168

On a motion by Mr. DeIBene, seconded by Mr. Wing, with all in favor, the Board of Supervisors adopted District Goals and Objectives, as presented, for Turnbull Creek Community Development District.

169
170 Ms. Kilinski noted that another Shade Session should be advertised to start prior of the
171 September meeting for the Board to review any further updates. The Board authorized staff
172 to advertise for a Shade Session on September 10th at 6:00 p.m. at the Murabella Amenity
173 Center.
174

On a motion by Mr. DeIBene, seconded by Mr. Ames, with all in favor, the Board of Supervisors authorized staff to advertise for a Shade Session on September 10th at 6:00 p.m., at the Murabella Amenity Center, for Turnbull Creek Community Development District.

175
176 Ms. Kilinski also reminded the Board that their ethics training will need to be completed by
177 the end of the calendar year.
178

179 **B. Amenity and Field Operation Managers**

180
181 **1.) Field Operations & Amenity Management Report**

182
183 **2.) Future Horizon Report**

184
185 Mr. Schieszer updated the Board that the Pickleball Court conversion will start on
186 September 9th.
187

188 The Board also agreed to one more year of the Gift of Dance programming.

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C. District Manager

Ms. Dobbins stated that the cost share agreement for the Pickleball Court Conversion with the HOA has been signed and sent to their attention. They will owe the district \$22,000.00 for this project.

Ms. Dobbins requested the Board to confirm if they wanted the full amount of the Walking Trail Improvement project with both contractors (Duval and Aquagenix) to be expensed out of the Reserve Fund. The Board directed the DM to expense both contractor's payments (approximately \$214K) out of the Reserve Fund.

On a motion by Mr. DelBene, seconded by Mr. Vencil, with all in favor, the Board of Supervisors directed the District Manager to expense both contractor's payments, out of the Reserve Fund, for Turnbull Creek Community Development District.

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FOURTEENTH ORDER OF BUSINESS

**Supervisor Requests &
Audience Comments**

Supervisor Requests

Mr. Wing submitted his resignation from Seat #1 and noted it is effective immediately after the adjournment of this meeting today. The Board expressed appreciation for Brian's 10 years of service to the CDD Board.

Mr. DelBene noted he would like the Board to consider bidding out RMS services. The Board gave consensus that they will review the matter further.

Audience Comments

There were questions and concerns regarding Pool Policies, Pond Maintenance, Artificial Playground Turf and Recommendation for a Putting Green.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Vencil, seconded by Mr. DelBene, with all in favor, the Board of Supervisors adjourned the meeting at 9:56 p.m., for Turnbull Creek Community Development District.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Operations and Maintenance Expenditures July 2024 For Board Approval

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

The total items being presented:

Approval of Expenditures: **\$150,007.11**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

July 1, 2024 Through July 31, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
210 Handyman Services, LLC	100595	121	TV Mount Install 06/24	\$ 900.00
C & L Landscape, Inc	100615	72424-2024	Emergency Repair Pool Drains and Pavers 07/24	\$ 3,950.00
COMCAST	20240719-2	8495 74 140 0863399	Cable Services 07/24	\$ 297.01
COMCAST	20240722-1	8495 74 140 1701846	Internet Services 07/24	\$ 124.44
East Coast Wells & Pump Service	100616	49796	Replaced Bad Tank 07/24	\$ 1,750.00
Egis Insurance Advisors, LLC	100602	23948	Policy# 100123555 Endorsement 07/24	\$ 311.00
First Coast Franchising	100587	JAK06240280	Janitorial Services 06/24	\$ 709.00
First Coast Franchising	100600	JAK06240539B	Increase to Janitorial Services 06/24	\$ 299.26
First Coast Franchising	100607	JAK07240404	Janitorial Services 07/24	\$ 1,008.26
Florida Power & Light Company	20240723-1	Monthly Summary 06/24	Electric Services 06/24	\$ 7,540.06
Future Horizons, Inc.	100596	Autopay 616 84734	Aquatic Weed Control 06/24	\$ 1,375.00
Governmental Management Services, LLC	100608	312	Website Maintenance 07/24	\$ 100.00
Hancock Bank	20240702-1	070224 Autopay	Credit Card Expenses 07/24	\$ 13,136.61
Hi-Tech System Associates	20240703-1	407714 Autopay	Alarm Access Control 07/24	\$ 30.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

July 1, 2024 Through July 31, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
J Hilton Painting, Inc.	100584	01	Interior Paint 06/24	\$ 3,900.00
Jax Furniture Refinishing & Upholstering	100588	178985	Furniture Refinishing 06/24	\$ 1,367.75
Kilinski / Van Wyk, PLLC	100609	9863	Legal Services 06/24	\$ 4,015.25
Kilinski / Van Wyk, PLLC	100610	9865	Legal Services - Pond Bank Construction Defect 06/24	\$ 3,182.50
Kilinski / Van Wyk, PLLC	100611	9948	Legal Services - Meeting 06/24	\$ 1,812.34
Mor-Sports Group, Inc.	100603	2084	Deposit for Convert Tennis Ct to Pickleball 07/24	\$ 7,707.90
Neighborhood Publications, Inc	100604	MURA5906	Premium Website 07/24	\$ 45.00
Paychex	20240710-1	2024062700 Autopay	Express Payroll Direct Deposit Processing 06/11/24	\$ 123.20
Poolsure	100589	131295621378	Pool Maintenance 04/24	\$ 62.00
Poolsure	100597	131295622490	Pool Chemicals 07/24	\$ 1,716.85
Republic Services	100590	0687-001442538	Waste Disposal Services 07/24	\$ 225.62
Riverside Management Services, Inc	100594	162	Management Services 06/24	\$ 20,939.26
Riverside Management Services, Inc	100593	163	Pool Maintenance 06/24	\$ 1,316.75
Riverside Management Services, Inc	100592	164	Lifeguard Services 05/24	\$ 4,637.71

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

July 1, 2024 Through July 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Riverside Management Services, Inc	100613	165	Pool Maintenance 07/24	\$ 1,316.75
Riverside Management Services, Inc	100612	166	Management Services 07/24	\$ 21,013.44
Riverside Management Services, Inc	100598	167	Lifeguard Services 06/24	\$ 11,250.28
Riverside Management Services, Inc	100605	170	Rental Use of 26' Ladder 06/24	\$ 100.00
Rizzetta & Company, Inc.	100586	INV0000091079	District Management Fees 07/24	\$ 3,862.50
Rizzetta & Company, Inc.	100606	INV0000092201	Mass Mailing 07/24	\$ 1,296.01
St Johns Utility Department	20240719-1	Monthly Summary 06/24	Water-Sewer Services 06/24	\$ 1,056.43
Trimac Outdoor	100599	Autopay 616 TMNE 112299	Replacement of Soil & Plants 06/24	\$ 349.00
Trimac Outdoor	100617	TMNE 113291	Landscape Maintenance 07/24	\$ 24,882.00
Turner Pest Control, LLC	100614	619310957	Pest Control Services 07/24	\$ 185.40
Vector Security, Inc	100591	74223294	Security Monitoring Services 07/24	\$ 590.03
Yuro & Associates, LLC	100601	3579	Engineering Services 06/24	<u>\$ 1,522.50</u>
Report Total				<u>\$ 150,007.11</u>

Tab 7

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY PURSUANT TO SECTION 190.006(4), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the incumbent for Seat #1 of the District’s Board of Supervisors (“**Board**”) has submitted his resignation; and

WHEREAS, Section 190.006(4), *Florida Statutes*, provides that if a vacancy occurs during a term of office, the remaining members of the Board shall fill the vacancy by an appointment for the remainder of the unexpired term; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring Seat #1 as vacant.

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

SECTION 1. A vacancy is hereby declared for Seat #1, having a term of November 2022 to November 2026.

SECTION 2. After reviewing the qualifications of interested candidates, pursuant to Section 190.006(4), *Florida Statutes*, the Board shall appoint a Qualified Elector to fill the vacancy declared in Section 1 above.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 10TH DAY OF SEPTEMBER 2024.

ATTEST

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____

Chairperson

Tab 8

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Turnbull Creek Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, *Florida Statutes*, and situated entirely within St. Johns County, Florida; and

WHEREAS, the District's Board of Supervisors desires to appoint the below recited persons to the offices specified.

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

- Section 1. _____ is appointed as Chairman.
- Section 2. _____ is appointed as Vice Chairman.
- Section 3. _____ is appointed as Assistant Secretary.
- Section 4. _____ is appointed as Assistant Secretary.
- Section 5. Melissa Dobbins is appointed as Assistant Secretary.
- Section 6. Scott Brizendine is appointed as Secretary.
- Section 7. Scott Brizendine is appointed as Treasurer.
- Section 8. Shawn Wildermuth is appointed as Assistant Treasurer.
- Section 9. Brian Wing is removed as an Officer as of August 13, 2024.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10th DAY OF SEPTEMBER, 2024.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

ASSISTANT SECRETARY

CHAIR/VICE CHAIR

Tab 9

Turnbull Creek Community Development District

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

Memorandum

Date: September 10, 2024
To: Turnbull Board of Supervisors
Melissa Dobbins, Darrin Mossing
From: Jim Schieszer, Operations Manager
Erick Hutchison, Amenity Manager
Re: Turnbull Creek CDD
Monthly Murabella Operations Report

The following is a summary of activities related to the RMS operations of the Turnbull Creek Community Development District.

Site Field Manager: Jim Schieszer

- 1.** Property maintenance, janitorial, trash cans bags, trash pickup on all roads and common areas and athletic fields, dog pots & mail kiosks & playground areas.
- 2.** Daily pool maintenance: chemicals & vacuuming, timer changed & ADA lift chairs maintenance.
- 3.** Follow through with resident concerns in regard to property issues, (Ant hills, irrigation breaks, pond bank erosion issues, pond algae and tree issues, etc.)
- 4.** Meeting with Yardnique Landscape (Todd Murphy) in regard to landscaping issues and updates.
- 5.** Communications with Brian Stephens with Yardnique on irrigation leaks as they occurred for repairs.
- 6.** Communication with Chris Railing (Future Horizons) for lake work and monthly reports.
- 7.** Auditing / Documentation of Yardnique Outdoors.
- 8.** Yardnique bid for sod replacement and Aquagenix repaired drain
- 9.** Tree remove complete
- 10.** Pickleball court was started

Amenity Manager: Erick Hutchison

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily

-

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

Turnbull Creek Treat Sheet

Date: 8-12-24

Weather: Partly Cloudy

Winds: 3-6 MPH

MuraBella

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	None (Cleaned Fountain)
2	None	Yes	None
3	Shoreline	Yes	Roundup Custom, Triclopyr (Cleaned Fountain)
4	None	Yes	None
5	None	Yes	None
6	None	No	None
7	None	Yes	None
8	Shoreline	No	Roundup Custom, Triclopyr
9	None	No	None
10	None	No	None
11	None	No	None
12	None	Yes	None
13	None	Yes	None
14	None	No	None

San Marino

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

Pescara

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Shoreline	Yes	Roundup Custom, Triclopyr
2	Shoreline	Yes	Roundup Custom, Triclopyr
3	None	Yes	None (Access Wet)
4	None	No	None (Access Wet)
5	None	Yes	None

Comments: None

Turnbull Creek Treat Sheet

Date: 8-29-24

Weather: Partly Cloudy

Winds: 2-7MPH

MuraBella

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	No	None
2	Shoreline	Yes	Roundup Custom, Triclopyr
3	Babytears	Yes	FL 909, Diquat
4	Shoreline	Yes	Roundup Custom, Triclopyr
5	None	Yes	None
6	None	Yes	None
7	None	Yes	None
8	None	No	None
9	None	No	None
10	None	Yes	None
11	None	Yes	None
12	None	Yes	None
13	None	Yes	None
14	None	Yes	None

San Marino

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	Aquashade
2	Alligator Weed	Yes	2-4D, Aquashade

Pescara

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	None
2	None	Yes	None
3	None (Access Wet)	Yes	None
4	None (Access Wet)	Yes	None
5	Alligator Weed	Yes	2-4D

Comments: None