

Turnbull Creek Community Development District

Board of Supervisors' Meeting October 16, 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 Jeremy Vencil Chairman

District Manager

Raymond Ames Vice Chairman Chris Delbene **Assistant Secretary** Diana Jordan-Baldwin **Assistant Secretary** Vacant **Board Member**

Melissa Dobbins

Rizzetta & Company Rizzetta & Company Ben Pfuhl

District Counsel Jennifer Kilinski Kilinski/Van Wyk

Mary Grace Henley 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

<u>District Office · St. Augustine, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

www.turnbullcreekcdd.com

Board of Supervisors Turnbull Creek Community Development District October 8, 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 special meeting on October 16, 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, Ben Pfuhl, 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
 - 1.) Update on Walking Trail Improvement
 - 2.) Consideration of Rock/Sand Removal and Replacement.....Tab 1
 - B. Landscape
 - 1.) Yardnique Landscape Reports......Tab 2

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 Doblins

District Manager

Tab 1



Rock/Sand removal and sand replacement at Memorial Park
October 8, 2024

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

Rock/Sand removal and sand replacement at Memorial Park

Labor and Materials to remove 400 Cubic Feet of sand contaminated with rock and replace with builders sand along the walk path at Memorial Park.

\$4,990.13

Sale: \$4,990.13

Total: \$4,990.13



Rock/Sand removal and sand replacement at Memorial Park
October 8, 2024

Terms and Conditions

1. Agreement

This agreement ("Agreement") is made between Yard-Nique or an affiliated company Yardnique, Landmark, NatureScapes, NativeGreen, Creative Landscapes, Unique, or Team Management ("Company") and Murabella-Turnbull Creek ("Customer") for the provision of landscaping

enhancements ("Services") to be installed at 101 E Positano Ave, St Augustine, FL 32092 ("Property").

2. Scope of Work

The Company agrees to perform the Services as outlined in the attached proposal/estimate, which includes a detailed description of the work to be performed, materials to be used, and the price.

3. Payment Terms

- Payment is Net 45
- The final balance is due upon completion of the Services.
- Payment can be made via [payment methods, e.g., credit card (subject to a 3% processingfee), check, and ACH bank transferl.
- Late payments may incur a fee of 1.5% per month, following 30 days after completion of the Services.

4. Schedule

- The Company will commence the Services on a mutually agreed upon start date, subject to weather conditions and other unforeseen delays.
- The Company will notify the Customer of any significant delays or changes to the schedule.

5. Access to Property

The Customer agrees to provide the Company with reasonable access to the Property during normal working hours to perform the Services. The Customer will ensure that all necessary permissions and permits are obtained before work begins.

6. Change Orders

Any changes to the scope of work must be documented and approved by both the Customer and the Company in writing. Additional costs resulting from change orders will be added to the final Invoice.

7. Warranties and Guarantees

- Irrigation: The Company will provide a 1-year warranty for new irrigation systems. Some items including the clock and rain sensor may have an extended manufacturer warranty and are separate from this warranty. Normal system maintenance (shut down/start up) is not part of the 1-year warranty. Damage from mowers, vehicles, vandalism, and Acts of God are not covered under the 1-year warranty.
- Lighting: The Company will provide a 6-month warranty for night lighting installations. Lamps for lights are not covered under the warranty as they are subject to an hour rating for normal wear and tear of the system.
- Plantings: All plantings not covered by a maintenance and/or watering contract will have no warranty associated with them. All
 plants covered by a watering contract will have a warranty associated with them for the life of the watering contract. The client
 can purchase a warranty on the installed plant material which can be provided at the time of estimate. Plants will only be
 replaced one time with any of the above warranty options. The Company will ensure all plants and materials are to industry
 standards.
- Sod: Sod installed will have no warranty associated with it.
- Drainage: Standing water in a typical yard has 24 hours to evaporate or move within a drainage swale before any warranty would be considered. Standing water in drainage swales in and around homes has 48 hours to evaporate or move to a community drainage swale before any warranty would be considered. Standing water in a community drainage swale has 72 hours to evaporate or move to sewers and drains before any warranty would be considered. A transit will be set on site of a warranty claim to confirm a continuous 2% slope across the drainage site before any warranty would be considered. If all of



Rock/Sand removal and sand replacement at Memorial Park
October 8, 2024

the above elements have been completed, the Company will then warranty any grading or drainage to make the necessary repairs.

8. Liability and Insurance

- The Company carries liability insurance to cover any damages or injuries that may occur during the performance of the Services.
- The Customer is responsible for ensuring their property insurance covers any potential damages not caused by the Company.
- The Customer is responsible for ensuring all underground utilities are traced in advance of the work being performed.

9. Termination

- Either party may terminate this Agreement with 30 days written notice.
- If the Customer terminates the Agreement without cause, the Customer agrees to pay for all Services performed and materials purchased up to the date of termination.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

11. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved through mediation or arbitration in Raleigh, North Carolina.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

14. Acceptance

By signing below, the Customer acknowledges that they have read, understood, and agree to the terms and conditions outlined in this Agreement.

15. Qualifications

This proposal will expire 90 days from the proposal date. The Company reserves the right to adjust pricing after 90 days of submittal to the Customer. All product pricing and availability is subject to change. The Company is not responsible for maintaining plantings after installation is completed unless contracted by the Company in writing. Proposal for maintenance can be provided upon request.

Ву	Brian Stephens	Ву	c/o Rizzetta & Company	_
Date		Date		_

Tab 2

Landscape Maintenance Checklist (Trimac Outdoor)							
1.0 Maintenance	9/23/2024						
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. Ponds 1-5 were 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 mowed. Ponds 6-9 and 15-16 were completely mowed.						
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Pescara Field and the playground were mowed. Ponds 1b-5b were mowed completely. We advanced due to the forcasted hurricane and mowed ponds 10-12.						
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugusa Field was completely mowed. Ponds 13 and 14 were completely mowed. We advanced and mowed the berms along SR 16 and Pacetti Rd.						
Friday - Outer berms off od SR16 & Pacetti Rd	The Athletic Field was completely mowed. We picked up debris from the hurricane in the main focal 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 Prepared by Jeri	All hard surfaces were blown off once mowing was completed in						

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 herbiciedes daily as weather allows (no rain and calm wind). This is done rotationally in each section once the mowing has been completed. No herbicide was applied this week due to heavy winds each day.						
1.6 Pruning							
Shrubs, vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and							
maintain appropriate distances between pedestrian and vehicle areas.							
Trees (crape Myrtles) shall be pruned when dormant (winter)							
Palms trimming shalll be done one time per year (June-July)							
1.7 Berms							
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 Documention shall be given to owner for proof & chemical	ambert 10/8/2024						

Top Choice grannular insecticide blanket appplication 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 (entrys, amenity center & mail kiosks are fertilized with grannular 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 grannular slow release nitrogen source in 2 rounds (March & September)	
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)	
Seasonal annuals fertilized on 30 day cycles	Annuals flowers are scheduled to befertalized the week of 10-1-2024
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 Prepared by Jerry	ambert 10/8/2024

Signature (Trimac): Prepared by Jerry L	Brian Stephens ambert 10/8/2024
Christmas color display of poinsetta's at amenity center entrance at the holidays	
Amenity center beds and roundabout (612 plants per installation)	
Main entrance at Pacetti Rd (215 plants per installation)	
Pacetti Rd / Terrancina Dr (85 plants per installation)	
SR16 / San Giacomo entrance (420 plants per installion)	
Areas of seasonal color are:	
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)	
6.0 Seasonal Color	
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth	
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth	
5.0 Mulching	
The water source and pump system or respective controls, Mainline repairs 4" pipe, Timer repairs, vandalism.	
Note: Things that fall outside the contract	
These are to to completed within 24 hours of notification.	
Battery replacements, Any damage to the landscape due to irrigation related issues like under & over watering	
Relocation or adjustments to heads, Wire splices or cut wires, Valve box replacements, Decoder repairs,	
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,	Irrigation inspection is scheduled for the week of 9-30-2024

Landscape Maintenance Checklist (Trimac)			- A					9/30/2024	
1.0 Maintenance	\times	\geq	\gg	\geq	$\times \times$	\searrow	\geq	Page 1 of 2	
Non-Growing Season Only (November 1 - March 31st)	\times	$>\!\!\!\!>$	$\supset\!$	$>\!\!<$	$\times \times$	\supset	$>\!\!<$		
1.1 Mowing (by Friday of each week) 3 days / week					Comme	ents			
All Turf & Pond Areas		N	lote be	low all	areas or po	onds n	ot mo	wed per schedule with reason	
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	Pace	Pacetti Berm, Amenity complex and ponds 1-5 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, 15 and 16 were completley mowed.							
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Pesc	are Fie	eld, the	playgro	ound and po	onds 1	.b-5b v	were totally mowed.	
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugi	usa Fie	ld and	onds 1	LO-14 have	been c	comple	etely mowed.	
Friday - Outer berms off od SR16 & Pacetti Rd	The	Athleti	c Field	and the	e berms on	SR 16	and P	ecetti Rd were completely mowed.	
1.2 String Trimming						Cor	mmen	ts	
Trimming around all obstacles at every mowing cycle to include	Trim	ing ard	ound ol	stacles	is done as	part o	of each	n mowing cycle	
fences on pond side, light poles, tress & shrubs.						•		<i>-</i> .	
1.3 Edging						Cor	mmen	ts	
All hardscape and paved trails at each mowing cycle	Edgi	ng is co	omplet	ed as p	art of each				
1.4 Blowing				<u> </u>			mmen		
All hardscape areas blown clean, including tennis & basketball								<u> </u>	
courts, streets and parking lots	Eacr	ı area ı	s blow	i clean	of debris of	nce m	owing	is completed	
1.5 Weed Control						Cor	mmen	ts	
Weeding of plant beds, all natural areas and berms								r detail rotation. This week we were able is to windy to safely apply.	
Pre & Post emergents applied at appropriate times									
1.6 Pruning						Cor	mmen	ts	
Shrubs, vines and orimental trees in common areas and berms to be pruned to maintain their natural shape and	This	month	ı we wi	ll start	limbing tree	es in Pa	arking	area and walk paths.	
maintain appropriate distances between pedestrian and vehicle areas.									
Trees (crape Myrtles) shall be pruned when dormant (winter)									
Palms trimming shalll be done one time per year (June-July)									
1.7 Berms						Cor	mmen	ts	
Berms to be cleaned, weeded and manicured, grasses trimmed onc a year at the same time pine straw is put down (Yearly)	e We	will sta	rt prun	ning th	e Ornamen	ital Gra	ass on	the berms in late November.	
Weeds to be removed / treated year round as needed									
2.0 Pesticide Application	X	$\supset \!$	\supset	\supset	XX	\supset	\searrow		
2.1 Turf Pest Control						Cor	mmen	ts	
Turf inspected weekly and spot treated (As Needed)	All t	urf is ir	specte	d week	ly for pest				
Ant, mole & cricket control can be requested once a year Documention shall be given to owner for proof & chemical									
Top Choice grannular insecticide blanket appplication for (fire ant control) annually at 3 entrances, amenity center, roadways, bermud grasses	а								
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire	e ant co	ontrol i	s applie	ed as neede	ed on a	nt mo	unds present during the mow schedule.	

2.2 Shrub & Tree Pest Control					Comments	Page 2 of 2			
Shrubs & Trees Pest Control inspected bi-weekly		All plant material is inspected weekly for pest and treated as needed.							
3.0 Fertilization									
3.1 Turf Areas		Comments							
All lawn areas (entrys, amenity center & mail kiosks are fertilized with grannular slow release fertilizers									
To be completed in 4 rounds (March, May, September & November)									
3.2 Shrubs & Trees		Comments							
Shrubs / trees to be fertilized twice a year with grannular slow release nitrogen source in 2 rounds (March & September)									
One application of systemic insecticide and liquid fertilizer made to shrubs and trees (April or May)									
Seasonal annuals fertilized on 30 day cycles				Ar	nnual Flowers we	ere fertalized this week.			
4.0 Irrigation (All Inclusive Package) Guidelines	\times	\times	\times	\times	$\times\!$	\bowtie			
Bi-Weekly Inspections (26 per year)					Cor	mments			
All controllers, sprinkler heads, valve boxes, adjustments as needed, watering schedules, submit a written report	Irrigation inspection was completed this week.								
Note: This contract shall include the following at N/C									
Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,	2 lateral lines have been repaired at the Pescara 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.		New irrigation controller was installed at Memorial Park							
5.0 Mulching	Comments								
All amenity areas, roadways and roundabout mulched twice yearly (March & late summer) 2" depth									
Pine straw to be applied to all berms areas twice a year (March & September) 3" depth									
6.0 Seasonal Color	Comments								
Annuals shall be changed out 4 cycles per year (March, June, August-September, December)									
Areas of seasonal color are:									
SR16 / San Giacomo entrance (420 plants per installion)									
Pacetti Rd / Terrancina Dr (85 plants per installation)									
Main entrance at Pacetti Rd (215 plants per installation)									
Amenity center beds and roundabout (612 plants per installation)									
Christmas color display of poinsetta's at amenity center entrance at the holidays									
Signature (Trimac):	Signature (Operations Manager): Brian Stephens								

Tab 3



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

Materials and Labor to replace the existing Roses with Arboricola in the median island at the Pescara Entrance.

Scope of Work / Labor & Materials

Items	Qty	Per Price	Extended Price
Arboricola	10	\$21.00	\$210.00
Brown Mulch	2	\$69.00	\$138.00
Enhancement Labor	4	\$55.00	\$220.00
Dispatch, Delivery and Disposal	1	\$250.00	\$250.00
General		Service Total:	\$818.00

Total (Material, Tax and Labor)

\$818.00



Terms and Conditions

1. Agreement

This agreement ("Agreement") is made between Yard-Nique or an affiliated company Yardnique, Landmark, NatureScapes, NativeGreen, Creative Landscapes, Unique, or Team Management ("Company") and Murabella-Turnbull Creek ("Customer") for the provision of landscaping enhancements ("Services") to be installed at 101 E Positano Ave, St Augustine, FL 32092 ("Property").

2. Scope of Work

The Company agrees to perform the Services as outlined in the attached proposal/estimate, which includes a detailed description of the work to be performed, materials to be used, and the price.

3. Payment Terms

• Payment is expected to follow this schedule:

Net 45

See the Payment Schedule above (for Fixed Price on Payment Schedule)

- The final balance is due upon completion of the Services.
- Payment can be made via [payment methods, e.g., credit card (subject to a 3% processingfee), check, and ACH bank transfer].
- Late payments may incur a fee of 1.5% per month, following 30 days after completion of the Services.

4. Schedule

- The Company will commence the Services on a mutually agreed upon start date, subject to weather conditions and other unforeseen delays.
- The Company will notify the Customer of any significant delays or changes to the schedule.

5. Access to Property

The Customer agrees to provide the Company with reasonable access to the Property during normal working hours to perform the Services. The Customer will ensure that all necessary permissions and permits are obtained before work begins.

6. Change Orders

Any changes to the scope of work must be documented and approved by both the Customer and the Company in writing. Additional costs resulting from change orders will be added to the final



Invoice.

7. Warranties and Guarantees

- Irrigation: The Company will provide a 1-year warranty for new irrigation systems. Some items including the clock and rain sensor may have an extended manufacturer warranty and are separate from this warranty. Normal system maintenance (shut down/start up) is not part of the 1-year warranty. Damage from mowers, vehicles, vandalism, and Acts of God are not covered under the 1-year warranty.
- Lighting: The Company will provide a 6-month warranty for night lighting installations. Lamps for lights are not covered under the warranty as they are subject to an hour rating for normal wear and tear of the system.
- Plantings: All plantings not covered by a maintenance and/or watering contract will have no warranty associated with them. All plants covered by a watering contract will have a warranty associated with them for the life of the watering contract. The client can purchase a warranty on the installed plant material which can be provided at the time of estimate. Plants will only be replaced one time with any of the above warranty options. The Company will ensure all plants and materials are to industry standards.
- Sod: Sod installed will have no warranty associated with it.
- Drainage: Standing water in a typical yard has 24 hours to evaporate or move within a drainage swale before any warranty would be considered. Standing water in drainage swales in and around homes has 48 hours to evaporate or move to a community drainage swale before any warranty would be considered. Standing water in a community drainage swale has 72 hours to evaporate or move to sewers and drains before any warranty would be considered. A transit will be set on site of a warranty claim to confirm a continuous 2% slope across the drainage site before any warranty would be considered. If all of the above elements have been completed, the Company will then warranty any grading or drainage to make the necessary repairs.

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Client / Owner

By				By _			Account Manager
	Signature	1	Title		Signature	/	Title
	Melissa Dobbins			By	Brian Stephens		10/08/2024
	Printed Name	/	Date	, –	Printed Name	/	Date



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

Labor and materials to remove existing Roses and replace with Arboricola in the median island at the SR 16 Entrance.

Scope of Work / Labor & Materials

EN - General				
Items		Qty	Per Price	Extended Price
Arboricola		35	\$21.00	\$735.00
Brown mulch		5	\$69.00	\$345.00
Enhancement Labor		7	\$55.00	\$385.00
Dispatch, Delivery and Disposal		1	\$250.00	\$250.00
EN - General			Service Total:	\$1,715.00
	Total (Material, Tax and Labor)			\$1,715.00



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- Irrigation: The Company will provide a 1-year warranty for new irrigation systems. Some items including the clock and rain sensor may have an extended manufacturer warranty and are separate from this warranty. Normal system maintenance (shut down/start up) is not part of the 1-year warranty. Damage from mowers, vehicles, vandalism, and Acts of God are not covered under the 1-year warranty.
- Lighting: The Company will provide a 6-month warranty for night lighting installations. Lamps for lights are not covered under the warranty as they are subject to an hour rating for normal wear and tear of the system.
- Plantings: All plantings not covered by a maintenance and/or watering contract will have no warranty associated with them. All plants covered by a watering contract will have a warranty associated with them for the life of the watering contract. The client can purchase a warranty on the installed plant material which can be provided at the time of estimate. Plants will only be replaced one time with any of the above warranty options. The Company will ensure all plants and materials are to industry standards.
- Sod: Sod installed will have no warranty associated with it.
- Drainage: Standing water in a typical yard has 24 hours to evaporate or move within a drainage swale before any warranty would be considered. Standing water in drainage swales in and around homes has 48 hours to evaporate or move to a community drainage swale before any warranty would be considered. Standing water in a community drainage swale has 72 hours to evaporate or move to sewers and drains before any warranty would be considered. A transit will be set on site of a warranty claim to confirm a continuous 2% slope across the drainage site before any warranty would be considered. If all of the above elements have been completed, the Company will then warranty any grading or drainage to make the necessary repairs.

8. Liability and Insurance

- The Company carries liability insurance to cover any damages or injuries that may occur during the performance of the
- The Customer is responsible for ensuring their property insurance covers any potential damages not caused by the Company.
- The Customer is responsible for ensuring all underground utilities are traced in advance of the work being performed.

9. Termination

- Either party may terminate this Agreement with 30 days written notice.
- If the Customer terminates the Agreement without cause, the Customer agrees to pay for all Services performed and materials purchased up to the date of termination.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

11. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved through mediation or



arbitration in Raleigh, North Carolina.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

14. Acceptance

By signing below, the Customer acknowledges that they have read, understood, and agree to the terms and conditions outlined in this Agreement.

15. Qualifications

This proposal will expire 90 days from the proposal date. The Company reserves the right to adjust pricing after 90 days of submittal to the Customer. All product pricing and availability is subject to change. The Company is not responsible for maintaining plantings after installation is completed unless contracted by the Company in writing. Proposal for maintenance can be provided upon request.

Client / Owner

By				Ву _			Account Manager
	Signature	/	Title		Signature	/	Title
	Melissa Dobbins			Ву _	Brian Stephens		10/08/2024
	Printed Name	/	Date	, _	Printed Name	/	Date





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

Labor and materials to remove existing Roses on the entry and exit sides at the SR 16 entrance and install new plant material.

Scope of Work / Labor & Materials

	Total (Material, Tax and Labor)		\$3,892.04
EN - General		Service Total:	\$3,892.04
Dispatch, Delivery and Disposal	1	\$250.00	\$250.00
Brown Mulch	8	\$69.00	\$552.00
Arboricola	100	\$21.00	\$2,100.00
Enhancement Labor	18	\$55.00	\$990.04
Items	Qty	Per Price	Extended Price



Entrance and Exit at SR 16

Terms and Conditions

1. Agreement

This agreement ("Agreement") is made between Yard-Nique or an affiliated company Yardnique, Landmark, NatureScapes, NativeGreen, Creative Landscapes, Unique, or Team Management ("Company") and Murabella-Turnbull Creek ("Customer") for the provision of landscaping enhancements ("Services") to be installed at 101 E Positano Ave, St Augustine, FL 32092 ("Property").

2. Scope of Work

The Company agrees to perform the Services as outlined in the attached proposal/estimate, which includes a detailed description of the work to be performed, materials to be used, and the price.

3. Payment Terms

• Payment is expected to follow this schedule:

Net 45

See the Payment Schedule above (for Fixed Price on Payment Schedule)

- The final balance is due upon completion of the Services.
- Payment can be made via [payment methods, e.g., credit card (subject to a 3% processingfee), check, and ACH bank transfer].
- Late payments may incur a fee of 1.5% per month, following 30 days after completion of the Services.

4. Schedule

- The Company will commence the Services on a mutually agreed upon start date, subject to weather conditions and other unforeseen delays.
- The Company will notify the Customer of any significant delays or changes to the schedule.

5. Access to Property

The Customer agrees to provide the Company with reasonable access to the Property during normal working hours to perform the Services. The Customer will ensure that all necessary permissions and permits are obtained before work begins.

6. Change Orders

Any changes to the scope of work must be documented and approved by both the Customer and the Company in writing. Additional costs resulting from change orders will be added to the final



Entrance and Exit at SR 16

Invoice.

7. Warranties and Guarantees

- Irrigation: The Company will provide a 1-year warranty for new irrigation systems. Some items including the clock and rain sensor may have an extended manufacturer warranty and are separate from this warranty. Normal system maintenance (shut down/start up) is not part of the 1-year warranty. Damage from mowers, vehicles, vandalism, and Acts of God are not covered under the 1-year warranty.
- Lighting: The Company will provide a 6-month warranty for night lighting installations. Lamps for lights are not covered under the warranty as they are subject to an hour rating for normal wear and tear of the system.
- Plantings: All plantings not covered by a maintenance and/or watering contract will have no warranty associated with them.
 All plants covered by a watering contract will have a warranty associated with them for the life of the watering contract. The client can purchase a warranty on the installed plant material which can be provided at the time of estimate. Plants will only be replaced one time with any of the above warranty options. The Company will ensure all plants and materials are to industry standards.
- Sod: Sod installed will have no warranty associated with it.
- Drainage: Standing water in a typical yard has 24 hours to evaporate or move within a drainage swale before any warranty would be considered. Standing water in drainage swales in and around homes has 48 hours to evaporate or move to a community drainage swale before any warranty would be considered. Standing water in a community drainage swale has 72 hours to evaporate or move to sewers and drains before any warranty would be considered. A transit will be set on site of a warranty claim to confirm a continuous 2% slope across the drainage site before any warranty would be considered. If all of the above elements have been completed, the Company will then warranty any grading or drainage to make the necessary repairs.

8. Liability and Insurance

- The Company carries liability insurance to cover any damages or injuries that may occur during the performance of the
- The Customer is responsible for ensuring their property insurance covers any potential damages not caused by the Company.
- The Customer is responsible for ensuring all underground utilities are traced in advance of the work being performed.

9. Termination

- Either party may terminate this Agreement with 30 days written notice.
- If the Customer terminates the Agreement without cause, the Customer agrees to pay for all Services performed and materials purchased up to the date of termination.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

11. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved through mediation or



Entrance and Exit at SR 16

arbitration in Raleigh, North Carolina.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

14. Acceptance

By signing below, the Customer acknowledges that they have read, understood, and agree to the terms and conditions outlined in this Agreement.

15. Qualifications

This proposal will expire 90 days from the proposal date. The Company reserves the right to adjust pricing after 90 days of submittal to the Customer. All product pricing and availability is subject to change. The Company is not responsible for maintaining plantings after installation is completed unless contracted by the Company in writing. Proposal for maintenance can be provided upon request.

Client / Owner

By				Ву _			Account Manager
	Signature	1	Title		Signature	/	Title
	Melissa Dobbins			By	Brian Stephens		10/08/2024
	Printed Name	/	Date	· <u> </u>	Printed Name	/	Date

Tab 4

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2023/2024 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board"), adopted a General Fund Budget for Fiscal Year 2023/2024; and

WHEREAS, the Board desires to reallocate funds budgeted to reflect reappropriated Revenues and Expenses approved during the Fiscal Year.

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

<u>Section 1.</u> The General Fund Budget and The Reserve Fund Budget is hereby amended in accordance with Exhibit "A" attached hereto.

<u>Section 2.</u> This Resolution shall become effective immediately upon its adoption.

<u>Section 3</u>. In accordance with Florida Statute 189.016, the amended budget shall be posted on the District's official website within five (5) days after adoption.

PASSED AND ADOPTED THIS 16TH DAY OF OCTOBER, 2024.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

	CHAIRMAN/ VICE CHAIRMAN
ATTEST:	
SECRETARY / ASST. SECRETARY	

Exhibit A

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

Chart of Accounts Classification		Budget for 2023/2024	Proposed Amended Budget		
REVENUES					
REVENUES					
Special Assessments					
Tax Roll	\$	1,180,916	\$	1,180,916	
Taxiton	- 	1,100,010	Ψ	1,100,010	
TOTAL REVENUES	\$	1,180,916	\$	1,180,916	
		, ,	·	, ,	
Balance Forward from Prior Year	\$	-	\$	74,116	
				·	
TOTAL REVENUES AND BALANCE	\$	1,180,916	\$	1,255,032	
EXPENDITURES - ADMINISTRATIVE					
Legislative					
Supervisor Fees	\$	7,000	\$	7,000	
Employee - Payroll Taxes	\$	615	\$	615	
Employee - Payroll Processing Fees	\$	1,100	\$	1,100	
Employee - Workers Comp Insurance	\$	850	\$	850	
Financial & Administrative					
District Management	\$	45,150	\$	45,150	
District Engineer	\$	16,000	\$	16,000	
Trustees Fees	\$	14,620	\$	14,620	
Assessment Roll	\$	5,040	\$	5,040	
Dissemination Agent	\$	1,000	\$	1,000	
Auditing Services	\$	3,965	\$	3,965	
Arbitrage Rebate Calculation	\$	3,000	\$	3,000	
Public Officials Liability Insurance	\$	4,498	\$	4,498	
Legal Advertising	\$	2,000	\$	2,000	
Dues Licenses & Fees	\$	175	\$	175	
Miscellaneous Fees	\$	2,659	\$	2,659	

Website Hosting, Maintenance & Backup	\$	1,200	\$	1,200
ADA Website Compliance	\$	1,200	\$	1,200
Legal Counsel	Ψ	1,200	Φ	1,200
District Counsel	<u> </u>	47,000	<u></u>	100.000
District Couriser	\$	47,000	\$	100,000
Administrative Subtotal	\$	157,072	\$	210,072
EXPENDITURES - FIELD OPERATIONS	-			
Convity Operations				
Security Operations		7 7 7 7 7	Φ.	7 7 7 7 7
Security Monitoring Services	\$	7,755	\$	7,755
Security Camera Maintenance	\$	2,500	\$	2,500
Electric Utility Services			_	
Utility Services	\$	55,046	\$	55,046
Street Lights	\$	45,492	\$	45,492
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	\$	8,000	\$	8,000
Water-Sewer Combination Services				
Utility Services	\$	13,080	\$	13,080
Stormwater Control				
Lake/Pond Bank Maintenance	\$	18,975	\$	18,975
Well & Pump Maintenance Contract	\$	2,750	\$	2,750
Miscellaneous Expense	\$	2,500	\$	2,500
Other Physical Environment				
General Liability Insurance / Property	\$	31,054	\$	31,054
Landscape Maintenance	\$	348,884	\$	360,000
Irrigation Maintenance & Repair	\$	12,500	\$	12,500
Landscape Miscellaneous	\$	31,000	\$	31,000
Parks & Recreation				
Licenses, Fees & Permits	\$	2,100	\$	2,100
Facility Management	\$	71,166	\$	71,166
Telephone, Internet, Cable	\$	5,000	\$	5,000
Pest Control	\$	2,875	\$	2,875
Pressure Washing	\$	3,500	\$	3,500
Maintenance & Repairs	\$	53,000	\$	53,000
Field Services	\$	59,801	\$	59,801
Cubhouse Janitorial Services	\$	9,885	\$	9,885
Facility Maintenance	\$	57,166	\$	57,166
Pool Chemicals & Permits	\$	21,000	\$	21,000
Pool Maintenance	\$	15,801	\$	15,801
Program Director	\$	3,004	\$	3,004
Miscellaneous Expense	\$	540	\$	540
ID & Access Cards	\$	800	\$	800
Office Supplies	\$	1,800	\$	1,800

EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$	-
TOTAL EXPENDITURES	\$ 1,180,916	\$	1,255,032
Field Operations Subtotal	\$ 1,023,844	\$	1,044,960
Miscellaneous Contingency	\$ 10,000	\$	20,000
Contingency	40.000	•	
Special Events	\$ 12,000	\$	12,00
Holiday Decorations	\$ 4,735	\$	4,73
Special Events			
Garbage Collection - Common Areas	\$ 21,349	\$	21,34
Facility Attendants	\$ 19,973	\$	19,97
Facility Monitors	\$ 29,838	\$	29,83
Lifeguards / Pool Monitors	\$ 38,975	\$	38,97

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

Chart of Accounts Classification	udget for 023/2024	Proposed Amended Budget
REVENUES		
REVENUES		
Special Assessments		
Tax Roll*	\$ 100,000	\$ 100,000
TOTAL REVENUES	\$ 100,000	\$ 100,000
Balance Forward from Prior Year	\$ -	\$ 300,000
TOTAL REVENUES AND BALANCE	\$ 100,000	\$ 400,000
EXPENDITURES		
Contingency		
Capital Reserves	\$ 100,000	\$ 400,000
TOTAL EXPENDITURES	\$ 100,000	\$ 400,000
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -

Tab 5

MINUTES OF MEETING 1 2 3 Each person who decides to appeal any decision made by the Board with respect 4 to any matter considered at the meeting is advised that the person may need to 5 ensure that a verbatim record of the proceedings is made, including the 6 testimony and evidence upon which such appeal is to be based. 7 8 **TURNBULL CREEK** 9 COMMUNITY DEVELOPMENT DISTRICT 10 11 12 The Board of Supervisors for the Turnbull Creek Community Development District 13 held a Board of Supervisors Meeting on September 10, 2024, at 6:00 pm. The meeting location was at The Village Church, 4229 Pacetti Rd., St. Augustine, FL 32092. 14 15 16 Present and constituting a quorum: 17 18 Jeremy Vencil Board Supervisor, Vice Chairman 19 Chris DelBene Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary 20 Raymond Ames 21 Diana Jordan-Baldwin Board Supervisor, Assistant Secretary 22 23 Also present were: 24 25 Ben Pfuhl District Manager, Rizzetta & Co., Inc. 26 Jennifer Kilinski District Counsel, Kilinski/Van Wyk 27 Mike Yuro District Engineer, Yuro & Associates 28 Erick Hutchinson Amenity Manager, RMS 29 Jim Schieszer Operations Manager, RMS 30 Account Manager, Yardnique Brian Stevens 31 32 Audience members present. 33 34 FIRST ORDER OF BUSINESS Call to Order / Roll Call 35 Mr. Vencil called the meeting to order at 6:00 p.m. 36 37 38 SECOND ORDER OF BUSINESS **Audience Comments on** 39 Agenda Items 40 41 Audience member made a statement in favor of retaining RMS. 42 43 Audience member expressed thanks for the removal of a Pine Tree and requested that 44 budget information be sent out to the community earlier. 45 46 Audience member requested having a separate meeting that is specifically dedicated to

the budget public hearing.

Audience member questioned the RFP package.

THIRD ORDER OF BUSINESS

Staff Reports - Part A

A. District Engineer

 Mr. Yuro reviewed the status of the walking trail improvements project and reviewed the proposal found under Tab 1 of the agenda.

The Board questioned why the proposed additional work was not included in the initial proposal.

Mr. Yuro explained that the extra work was determined to be necessary once the project has already begun.

Discussion ensued regarding the cost of the proposal.

Mr. DelBene joined the meeting in progress.

Mr. Yuro explained that the work would be needed to complete the project.

On a motion by Ms. Jordan-Baldwin, seconded by Mr. DelBene, with all in favor, the Board of Supervisors authorized Mr. Yuro to negotiate the price with Aquagenics setting a not to exceed amount of \$4,000, for Turnbull Creek Community Development District.

Mr. Yuro reviewed the pool deck and retaining wall repairs, and the Board asked him to return to the next meeting with proposals to have a structural engineer review and provide recommendations.

B. Landscaper

Mr. Stevens reviewed the landscaping reports with the Board, and highlighted the due to heavy rainfall they were behind on their normal schedule. Mr. Stevens also stated that because of the predicted rainfall, mowing operations have been suspended for the remainder of the week and the landscaping teams will instead focus of weed treatment, trimming low limbs, and treating the pool deck/pool area.

As resident raised a concern about the rose bushes in the neighborhood, and Mr. Stevens said he would investigate.

The Board did not take action on the proposal provided as the work would be covered in the scope of the Aquagenics proposal.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT September 10, 2024 - Minutes of Meeting Page 3

FOURTH ORDER OF BUSINESS

Consideration of Jani-King Renewal Agreement

Mr. Pfuhl reviewed the agreement with the Board.

On a motion by Mr. Vencil, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved Jani-King's renewal at the same current rate of \$726.00 per month from September to Many, and \$1,035.51 per month from June to August, for Turnbull Creek Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Informal Request for Proposals for Amenity/Field Management Services

1.) Consideration of Fees/Proposal from RMS for FY 2025

Mr. Mossing, from RMS reviewed the proposed 5% increase with the Board.

Mr. DelBene raised a concern about numerous resident complaints about the lifeguard staff, and that the facility monitor, and facility attendant role was often being filled by the same individual simultaneously.

The Board requested that moving forward RMS ensures that if a facility attendant and facility monitor are scheduled for the same time that the roles be assigned to two different people so that there are two individuals physically present onsite.

Discussion ensued about the lifeguards. The Board requested that there be an assigned head lifeguard to oversee the other lifeguards and ensure that they are enforcing District policies.

Mr. Mossing explained that RMS is expanding their lifeguard program and plan to have it more functional by the next summer season.

On a motion by Ms. Jordan-Baldwin, seconded by Mr. Vencil, with all in favor, the Board of Supervisors approved RMS' renewal and asked District Counsel to include language in the agreement that the facility attendant and facility monitor positions are staffed by two different individuals, for Turnbull Creek Community Development District.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT September 10, 2024 - Minutes of Meeting Page 4

124 **Consideration of Resolution** SIXTH ORDER OF BUSINESS 125 2024-11: Fiscal Year 2024-2025 126 Meeting Schedule 127 On a motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2024-11, for Turnbull Creek Community Development District. 128 129 130 SEVENTH ORDER OF BUSINESS **Approval of Consent Agenda** 131 132 1.) Consideration of the Minutes of the Board of Supervisor's Meeting 133 held August 13, 2024 134 2.) Ratification of the Operation and Maintenance Expenditures for July 2024 135 On a motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved the Minutes of the meeting held on August 13, 2024. and ratified the Operation and Maintenance Expenditures for July 2024, in the amount of \$150,007.11, for Turnbull Creek Community Development District. 136 137 Mr. DelBene requested to see the invoices from District Counsel for litigation expenses. 138 139 140 **EIGHTH ORDER OF BUSINESS** Consideration of Resolution 141 2024-12; Declaring Vacancy of 142 Seat # 1 143 On a motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2024-12, for Turnbull Creek Community Development District. 144 145 The Board requested District Counsel bring a draft of the announcement to the community 146 to the next Board of Supervisors' Meeting for approval. 147 148 NINTH ORDER OF BUISINESS Consideration Resolution 2024-149 13: Redesignating Officers 150 151 On a motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors adopted Resolution 2024-13, designating Mr. Vencil as Chair and Mr. Ames as Vice Chair, for Turnbull Creek Community Development District. 152 153 154 155 156

TENTH ORDER OF BUSINESS

The Board approved.

District Counsel

Amenity and Field Operations

review these areas and confirm there is a concern.

around the ponds at various locations due to resident actions.

Staff Reports - Part B

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TWELFTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Vencil, seconded by Mr. Ames, with all in favor, the Board of Supervisors adjourned the meeting at 8:59 p.m., for Turnbull Creek Community Development District.

C. District Manager

Mr. Pfuhl reviewed the insurance renewal for Fiscal Year 2024/2025 with the Board, Exhibit A, highlighting that the total coverage for the District was \$596 under the budgeted amount.

Ms. Kilinski requested the Board set another Shade Session at the beginning of the next

Board of Supervisors' Meeting and that Mr. Pfuhl be added to the list of attendees.

Mr. Schieszer reviewed his report with the Board and raised concerns about erosion

Mr. Yuro stated he will investigate the areas and report back to the Board.

Mr. DelBene requested those areas be staked/taped off and to have the District Engineer

On a motion by Mr. DelBene, seconded by Ms. Jordan-Baldwin, with all in favor, the Board of Supervisors approved the EGIS insurance coverage renewal for Fiscal Year 2024/205, for Turnbull Creek Community Development District.

Mr. DelBene questioned if the letter had been sent to the resident regarding feeding the

Mr. DelBene requested an e-blast be sent to the community reminding residents that

storm drains should be clear at all times and should not be blocked.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests & Audience Comments

Supervisor Requests

ducks, Ms. Kiliniski confirmed that it had.

	September 10, 2024 - Minutes of Meeting Page 6
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Secretary /Assistant Secretary

209

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Chairman / Vice Chairman

Exhibit A





Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Turnbull Creek Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

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

Competitive Advantage

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

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

How are FIA Members Protected?

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

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

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

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

Term: October 1, 2024 to October 1, 2025

Quote Number: 100124555

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY			
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$3,330,332		
Loss of Business Income	\$1,000,000		
Additional Expense	\$1,000,000		
Inland Marine			
Scheduled Inland Marine	\$77,769		

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

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

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

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

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

TOTAL PROPERTY PREMIUM

\$28,121

Extensions of Coverage

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

(X)	Code	Extension of Coverage	Limit of Liability	
Х	Α	Accounts Receivable	\$500,000 in any one occurrence	
Х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period	
Х	С	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.	
Х	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater	
х	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence	
Х	F	Duty to Defend	\$100,000 any one occurrence	
Х	G	Errors and Omissions	\$250,000 in any one occurrence	
Х	Н	Expediting Expenses	\$250,000 in any one occurrence	
Х	Ι	Fire Department Charges	\$50,000 in any one occurrence	
Х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence	
х	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence	
Х	L	Leasehold Interest	Included	
Х	М	Air Conditioning Systems	Included	
Х	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only	
Х	0	Personal property of Employees	\$500,000 in any one occurrence	
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence	
Х	Q	Professional Fees	\$50,000 in any one occurrence	
Х	R	Recertification of Equipment	Included	
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence	
Х	Т	Transit	\$1,000,000 in any one occurrence	
х	U	Vehicles as Scheduled Property	Included	
Х	V	Preservation of Property	\$250,000 in any one occurrence	
х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence	
х	х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only	

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

CRIME COVERAGE

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

Deadly Weapon Protection Coverage

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

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

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

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate

Fraudulent Instruction: \$25,000



PREMIUM SUMMARY

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

Term: October 1, 2024 to October 1, 2025

Quote Number: 100124555

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$28,121
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$6,187
Public Officials and Employment Practices Liability	\$4,594
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$38,902

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2024, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

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

Turnbull Creek Community Development District

(Name of Local Governmental Entity)

By:

Signature

Print Name

Witness By:

Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2024

By:

Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

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

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

	Building and Content TIV Inland Marine Auto Physical Damage		As per schedule attached As per schedule attached
Sign	ature:	Date:	
Nam	ne:		
Title			



Property Schedule

Turnbull Creek Community Development District

100124555

Unit#	Description		Year Built	Eff. Date	Building \		Total Ins	ured Value
	Address		Const Type	Term Date	Contents \			
		Roof Pitch		Roof Cove			Replaced	Roof Yr Blt
	Amenity Center		2006	10/01/2024	\$1,289,8	869		
1	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2025	\$129,88	33		\$1,419,752
Unit #	Description		Year Built	Eff. Date	Building \	/alue	Total Ins	ured Value
	Address		Const Type	Term Date	Contents \	Value		
		Roof Pitch		Roof Cove			g Replaced	Roof Yr Blt
	Swimming Pool w/Bridge, Pumps & Equipm	nent	2006	10/01/2024	\$715,64	14		
2	101 West Positano Avenue St. Augustine FL 32092		Below ground liquid storage tank / pool	10/01/2025				\$715,644
						_		<u> </u>
Unit #	Description		Year Built	Eff. Date	Building \	/alue	Total Ins	ured Value
	Address		Const Type	Term Date	Contents \			
		Roof Pitch		Roof Cove			Replaced	Roof Yr Blt
	Pool Slide Tower		2006	10/01/2024	\$75,08	7		
3	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2025				\$75,087
	Complex			Clay / concrete tiles	S			
Unit #	Description		Year Built	Eff. Date	Building \	/alue		
	Address		Const Type	Term Date	Contents \	Value	Total Ins	ured Value
	Roof Shape	Roof Pitch		Roof Cove	1		Replaced	Roof Yr Blt
	Splash Pad Equipment		2006	10/01/2024	\$7,519		,	
4	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025				\$7,519
Unit#	Description		Year Built	Eff. Date	Building \	/alue	Totalina	ured Value
	Address		Const Type	Term Date	Contents \	Value	TOLATIIIS	ureu value
	Roof Shape	Roof Pitch		Roof Cove			Replaced	Roof Yr Blt
	Colonnade		2006	10/01/2024	\$4,223	3		
5	101 West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2025				\$4,223
Unit #	Description		Year Built	Eff. Date	Building \	/alue	Total Inc	ured Value
	A al al-s a a		Const Type	Term Date	Contents \	Value	Totalilis	uicu vaiuc
	Address		**				Ronlacod	Roof Yr Blt
		Roof Pitch		Roof Cove		Covering	s inchiaceu	
		Roof Pitch	2006	Roof Cove 10/01/2024	ring \$19,57		керіасец	
6	Roof Shape	Roof Pitch	2006 Joisted masonry				<u> </u>	\$19,570
6	Roof Shape Pool Pavilion 101 West Positano Avenue	Roof Pitch		10/01/2024	\$19,57		neplaceu	\$19,570
6 Unit#	Roof Shape Pool Pavilion 101 West Positano Avenue St. Augustine FL 32092	Roof Pitch		10/01/2024	\$19,57	0		
	Roof Shape Pool Pavilion 101 West Positano Avenue St. Augustine FL 32092 Pyramid hip	Roof Pitch	Joisted masonry	10/01/2024 10/01/2025 Clay / concrete tiles Eff. Date	\$19,57 s	0 /alue		\$19,570 ured Value
	Roof Shape Pool Pavilion 101 West Positano Avenue St. Augustine FL 32092 Pyramid hip Description Address		Joisted masonry Year Built	10/01/2024 10/01/2025 Clay / concrete tiles Eff. Date Term Date	\$19,57 S Building \ Contents \	0 /alue Value	Total Ins	ured Value
	Roof Shape Pool Pavilion 101 West Positano Avenue St. Augustine FL 32092 Pyramid hip Description Address	Roof Pitch Roof Pitch	Joisted masonry Year Built	10/01/2024 10/01/2025 Clay / concrete tiles Eff. Date	\$19,57 S Building \ Contents \	0 /alue Value Covering		

Sign:	Print Name:	Date:	
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Property Schedule

Turnbull Creek Community Development District

100124555

Unit #	Desc	ription	Year Built	Eff. Date	Building \	Value	T	
	Ad	dress	Const Type	Term Date	Contents	Value	l otal ins	ured Value
	Roof Shape	Roof Pitch		Roof Cov	ering	Covering	Replaced	Roof Yr Blt
	Pool Furniture in the Open		2006	10/01/2024	\$126,6	90		
8	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2025				\$126,690
Unit #	Dose	ription	Year Built	Eff. Date	Building \	/aluo		L
Oill #		dress	Const Type	Term Date	Contents		Total Ins	ured Value
	i	Roof Pitch	Collst Type				- Dawlassa	Doof Va Die
	Roof Shape Decorative Fountain	ROOI PILCH	2006	Roof Cov 10/01/2024	ering \$15,45		Replaced	Roof Yr Blt
9	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025	, , , , ,			\$15,450
Unit #	Doc	ription	Voor Puilt	Eff. Date	Building \	Value		L
Unit #		dress	Year Built		I		Total Ins	ured Value
	i		Const Type	Term Date	Contents			
	Roof Shape Playground Equipment	Roof Pitch	2006	Roof Cov 10/01/2024	ering \$89,91		g Replaced	Roof Yr Blt
10	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025				\$89,919
Unit #	Desc	ription	Year Built	Eff. Date	Building \	Value	Totalina	ured Value
	Ad	dress	Const Type	Term Date	Contents	Value	iotaiins	urea value
	Roof Shape	Roof Pitch		Roof Cov	ering	Covering	g Replaced	Roof Yr Blt
	Playground Shade Structure (2)		2006	10/01/2024	\$39,14	10		
11	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2025				\$39,140
Unit #		ription	Year Built	Eff. Date	Building \		Total Ins	ured Value
		dress	Const Type	Term Date	Contents			
	Roof Shape	Roof Pitch		Roof Cov			g Replaced	Roof Yr Blt
	Basketball Shade Structure		2006	10/01/2024	\$15,45	50		
12	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2025				\$15,450
			V 5 ''	=""				
Unit#		ription	Year Built	Eff. Date	Building \		Total Ins	ured Value
		dress	Const Type	Term Date	Contents			1
	Roof Shape	Roof Pitch	2000	Roof Cov			g Replaced	Roof Yr Blt
	Basketball Court (2 Goals)		2006	10/01/2024	\$39,34	16		
13	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025				\$39,346
			V 5 ''	=""				
Unit #		ription	Year Built	Eff. Date	Building \		Total Ins	ured Value
		dress	Const Type	Term Date	Contents			
	Roof Shape	Roof Pitch	2000	Roof Cov			g Replaced	Roof Yr Blt
	Park Shade Structure		2006	10/01/2024	\$15,45	υ		
14	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025				\$15,450

Sign:	Print Name:	Date:



Turnbull Creek Community Development District

100124555

Unit #	Desc	ription	Year Built	Eff. Date	Building '	Value	Total Inc	urad Valua
	Ad	dress	Const Type	Term Date	Contents	Value	Totalins	ured Value
	Roof Shape	Roof Pitch		Roof Cov			Replaced	Roof Yr Blt
	Park Pavilion		2006	10/01/2024	\$22,66	50		
15	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2025				\$22,660
•	Pyramid hip			Clay / concrete tile	es			
Unit#	Desc	ription	Year Built	Eff. Date	Building '	Value		
	Ad	dress	Const Type	Term Date	Contents	Value	Total Ins	ured Value
	Roof Shape	Roof Pitch		Roof Cov	ering	Covering	Replaced	Roof Yr Blt
	Baseball Backstop Fencing		2006	10/01/2024	\$7,00	4	_	
16	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025				\$7,004
11244		ulusta.	Vaan Duilt	Eff Data	D. ildia a	Value		
Unit #		ription	Year Built	Eff. Date	Building '		Total Ins	ured Value
	i	dress	Const Type	Term Date	Contents			
	Roof Shape Tennis Court Fencing & Shade Str	Roof Pitch	2006	Roof Cov 10/01/2024	ering \$37,08		Replaced	Roof Yr Blt
	Termis Court Fericing & Shade Sti	ucture	2006	10/01/2024	, 557,UC)U		
17	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025				\$37,080
					T.			
Unit #		ription	Year Built	Eff. Date	Building \		Total Ins	ured Value
	-	dress	Const Type	Term Date	Contents	Value		
	Roof Shape	Roof Pitch		Roof Cov			Replaced	Roof Yr Blt
	Black Aluminum Fencing		2006	10/01/2024	\$22,66	50		
18	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025				\$22,660
Unit #		ription	Year Built	Eff. Date	Building '	Value	Total Inc	ured Value
	Ad	dress	Const Type	Term Date	Contents	Value	Totalilis	urea value
	Roof Shape	Roof Pitch		Roof Cov			Replaced	Roof Yr Blt
	Maintenance Shed		2006	10/01/2024	\$4,32	6		
19	101 West Positano Avenue St. Augustine FL 32092		Frame	10/01/2025				\$4,326
	_				1			
Unit#		ription	Year Built	Eff. Date	Building '		Total Ins	ured Value
		dress	Const Type	Term Date	Contents			1
	Roof Shape	Roof Pitch	2006	Roof Cov			Replaced	Roof Yr Blt
	Dumpster Enclosure		2006	10/01/2024	\$7,00	4		
20	101 West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2025				\$7,004
Unit #	Dan-	rintion	Voor Built	Eff Data	D:امانت - ۱	Value		
OIIIL#		ription dress	Year Built	Eff. Date	Building '		Total Ins	ured Value
Į	Roof Shape	Roof Pitch	Const Type	Term Date	Contents		- Dande : : :	Doof V. Di
	Decorative Street Railing (Ameni		2006	Roof Cov 10/01/2024	ering \$19,15		Replaced	Roof Yr Blt
21	West Positano Avenue	ry center Entrance;	Masonry non	10/01/2025	719,11			\$19,158
ļ	St. Augustine FL 32092		combustible		<u> </u>			
				l				

Sign:	Print Name:	Dat	e:



Property Schedule

Turnbull Creek Community Development District

100124555

Unit#	Description	Year Built	Eff. Date	Building Value	Total Inc	ured Value
	Address	Const Type	Term Date	Contents Value	Totalins	ureu value
	Roof Shape Roof Pit		Roof Cov		g Replaced	Roof Yr Blt
	Large Mail Pavilion	2006	10/01/2024	\$33,475	.]	
22	E Positano Avenue St. Augustine FL 32092	Joisted masonry	10/01/2025			\$33,475
	Simple hip		Clay / concrete tile	es		
Unit#	Description	Year Built	Eff. Date	Building Value		
	Address	Const Type	Term Date	Contents Value	Total Ins	ured Value
	Roof Shape Roof Pit	, ,	Roof Cov	ering Coverin	g Replaced	Roof Yr Blt
	Mail Pavilion	2006	10/01/2024	\$33,475	1	
23	Toscana Ln St. Augustine FL 32092	Joisted masonry	10/01/2025			\$33,475
	Simple hip		Clay / concrete tile	es		
Unit#	Description	Year Built	Eff. Date	Building Value	Tatalia	ured Value
	Address	Const Type	Term Date	Contents Value	Totalins	ureu value
	Roof Shape Roof Pit		Roof Cov	ering Coverin	g Replaced	Roof Yr Blt
	Playground Equipment	2006	10/01/2024	\$84,975		
24	Toscana Ln St. Augustine FL 32092	Non combustible	10/01/2025			\$84,975
Unit#	Description	Year Built	Eff. Date	Building Value	Tatallas	
	Address	Const Type	Term Date	Contents Value	lotalins	ured Value
	Roof Shape Roof Pit		Roof Cov	ering Coverin	g Replaced	Roof Yr Blt
	Playground Shade Structure	2006	10/01/2024	\$24,720		
25	Toscana Ln St. Augustine FL 32092	Property in the Open	10/01/2025			\$24,720
Unit#	Description	Year Built	Eff. Date	Building Value	Total Inc	ured Value
	Address	Const Type	Term Date	Contents Value	Totalins	urca value
	Roof Shape Roof Pit		Roof Cov		g Replaced	Roof Yr Blt
	Park Shade Structure	2006	10/01/2024	\$15,450		
26	Toscana Ln St. Augustine FL 32092	Property in the Open	10/01/2025			\$15,450
Unit #	Description	Year Built	Eff. Date	Building Value		L
Ollit #	Address	Const Type	Term Date	Contents Value	Total Ins	ured Value
		Const Type		1	a Doubsed	Roof Yr Blt
	Roof Shape Roof Pit Park Shade Structure	2006	Roof Cov 10/01/2024	\$15,450	g Replaced	KOOI TI BIL
	Tark Shade Structure		10/01/2024	715,750		4
27	Toscana Ln St. Augustine FL 32092	Property in the Open	10/01/2025			\$15,450
Unit#	Description	Year Built	Eff. Date	Building Value	Total Ins	ured Value
	Address	Const Type	Term Date	Contents Value		1
	Roof Shape Roof Pit		Roof Cov	ering Coverin	g Replaced	Roof Yr Blt
	Hoover Well Pump (behind Tennis Court)	2017	10/01/2024	\$62,212		
					•	\$62,212

iign:	Print Name:	Date:	



Turnbull Creek Community Development District

100124555

Unit #	Desc	ription	Year Built	Eff. Date	Building V	/alue	Total Inc	unad Valua
	Ad	dress	Const Type	Term Date	Contents \	/alue	rotarinsi	ured Value
	Roof Shape	Roof Pitch		Roof Cov			Replaced	Roof Yr Blt
	Hoover Well Pump & Vinyl Fenci	ng	2017	10/01/2024	\$4,326	5		
29	Toscana Ln St. Augustine FL 32092		Pump / lift station	10/01/2025				\$4,326
Unit#	Desc	ription	Year Built	Eff. Date	Building V	/alue		
Oille #		dress	Const Type	Term Date	Contents \		Total Inst	ured Value
	Roof Shape	Roof Pitch	Collac Type	Roof Cov			Replaced	Roof Yr Blt
	Outdoor Signage	ROOFFICE	2017	10/01/2024	\$15,24		Replaced	KOOI II BIL
30	Various St. Augustine FL 32092		Property in the Open	10/01/2025				\$15,244
			V 5 %		5 11 1			
Unit #		ription	Year Built	Eff. Date	Building V		Total Insu	ured Value
		dress	Const Type	Term Date	Contents \			
	Roof Shape	Roof Pitch	204=	Roof Cov			Replaced	Roof Yr Blt
	Benches in the Open		2017	10/01/2024	\$10,19	/		
31	Various St. Augustine FL 32092		Property in the Open	10/01/2025				\$10,197
					1			
Unit #		ription	Year Built	Eff. Date	Building V		Total Insi	ured Value
		dress	Const Type	Term Date	Contents \			
	Roof Shape	Roof Pitch		Roof Cov			Replaced	Roof Yr Blt
	Entry Monuments/Features		2006	10/01/2024	\$43,26	U		
32	W Positano Ave St. Augustine FL 32092		Masonry non combustible	10/01/2025				\$43,260
Unit #		ription	Year Built	Eff. Date	Building V		Total Insi	ured Value
		dress	Const Type	Term Date	Contents \			
	Roof Shape	Roof Pitch		Roof Cov			Replaced	Roof Yr Blt
	Entry Monuments/Features		2006	10/01/2024	\$43,26	0		
33	SR 16 St. Augustine FL 32092		Masonry non combustible	10/01/2025				\$43,260
11			V. 5 ".	F# F :				
Unit #		ription	Year Built	Eff. Date	Building V		Total Insi	ured Value
		dress	Const Type	Term Date	Contents \			
	Roof Shape Entry Monuments (Pescara)	Roof Pitch	2000	Roof Cov 10/01/2024	ering \$24,00		Replaced	Roof Yr Blt
34	Pacetti Rd & Terracina Dr St. Augustine FL 32092		2006 Masonry non combustible	10/01/2024	\$24,000	U		\$24,000
Unit #		ription	Year Built	Eff. Date	Building V	/alue	Total Iron	ured Value
	Ad	dress	Const Type	Term Date	Contents \	/alue	Totalilist	area value
	Roof Shape	Roof Pitch		Roof Cov			Replaced	Roof Yr Blt
	Entry Monuments (San Marino)		2006	10/01/2024	\$24,00	0		
35	Verona Way & W Franchetta Ln St. Augustine FL 32092		Masonry non combustible	10/01/2025				\$24,000

Sign:	Print Name:	Date:



Property Schedule

Turnbull Creek Community Development District

100124555

Unit#	Descr	ription	Year	Built -	Eff. Date	Building	Value	Total Inc	ured Value
	Ado	dress	Cons	t Type	Term Date	Content	s Value	Totalilis	ureu value
	Roof Shape	Roof Pitch			Roof Co			g Replaced	Roof Yr Blt
	Playground Equipment		20	006	10/01/2024	\$82,5	500		
36	E Franchetta Ln St. Augustine FL 32092		Non con	nbustible	10/01/2025		T		\$82,500
Unit #	Descr	ription	Year	Built	Eff. Date	Building	Value		
		dress	Cons	t Type	Term Date	Content		Total Ins	ured Value
	Roof Shape	Roof Pitch	Cons	, pc	Roof Co			g Replaced	Roof Yr Blt
	Playground Shade Structure	ROOFFICE	20	006	10/01/2024	\$15,0		g Replaceu	KOOI II BIL
37	E Franchetta Ln St. Augustine FL 32092		Proper	ty in the oen	10/01/2025		1		\$15,000
Unit#	Descr	ription	Vear	Built	Eff. Date	Building	Value		
Oiiit #		dress			Term Date	Content		Total Ins	ured Value
	i .	Roof Pitch	Cons	t Type					D () / - DII
	Roof Shape Mail Pavilion	ROOT PITCH	20	006	Roof Co 10/01/2024	vering \$32,5		g Replaced	Roof Yr Blt
38	E Franchetta Ln St. Augustine FL 32092		***************************************	masonry	10/01/2025			·	\$32,500
	Simple hip				Clay / concrete t	iles			
Unit #	Descr	ription	Year	Built	Eff. Date	Building	Value		
		dress	Cons	t Type	Term Date	Content	5	Total Ins	ured Value
	Roof Shape	Roof Pitch		, , , .	Roof Co			g Replaced	Roof Yr Blt
	Mail Pavilion		20	006	10/01/2024	\$32,5			NOO! II DIC
39	San Giacomo Rd St. Augustine FL 32092		***************************************	masonry	10/01/2025	······································		"	\$32,500
	Simple hip				Clay / concrete t	iles		II.	
Unit#	Descr	ription	Year	Built	Eff. Date	Building	Value		
		dress		t Type	Term Date	Content	5	Total Ins	ured Value
	Roof Shape	Roof Pitch		, pc	Roof Co			g Replaced	Roof Yr Blt
	Park Shade Structure	NOO! FILLII	20	006	10/01/2024	\$15,0		5 Nepiaceu	NOO! II DIL
40	Verona Way & SR 16 St. Augustine FL 32092		Proper	ty in the pen	10/01/2025	, visit	Т		\$15,000
			T-4 '		<u> </u>			T	<u> </u>
			Total:	Building \$3,200,4		Contents Valu \$129,883	ie	Insured Va \$3,330,33	

Sign:	Print Name:	Date:	



Inland Marine Schedule

Turnbull Creek Community Development District

Policy No.: 100124555

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
				10/01/2024	442.000	4
1	Decorative Light Poles (Amenity Area)	Other inland marine		10/01/2025	\$13,000	\$1,000
	, ,			10/01/2024	4	4
2	Security Cameras in the Open		Other inland marine	10/01/2025	\$6,000	\$1,000
	,			10/01/2024		4
3	Pool Chair Lift (Permanently Mounted)		Other inland marine	10/01/2025	\$5,000	\$1,000
				10/01/2024	_	
4	Floating Pond Fountain		Other inland marine	10/01/2025	\$2,000	\$1,000
	Trouting Form Fountain			10/01/2024		
5	Floating Pond Fountain		Other inland marine	10/01/2025	\$2,000	\$1,000
	Trouting Forta Fourtain		Other inland marine	10/01/2024	\$4,435	\$1,000
6	Access Control System			10/01/2025		
	Access Control System			10/01/2024	\$10,214	\$1,000
7	CCTV		Other inland marine	10/01/2025		
	CCTV			10/01/2023		
8	Pool Camera		Other inland marine	10/01/2025	\$11,500	\$1,000
	Pool Carriera		Floatronic data processing	10/01/2023		
9	2 Door Controlled Access Panel		Electronic data processing equipment		\$3,995	
	2 Door Controlled Access Panel		<u> </u>	10/01/2025 10/01/2024		
10			Electronic data processing equipment		\$1,625	\$1,000
	License Plate Reader		ечиринен	10/01/2025 10/01/2024		
11		Other inland marine	10/01/2024	\$18,000		
	Tennis Court Lights (9 @ \$2k ea.)				<u> </u>	
				Total	\$77,769	

Sign:	Print Name:	Date:

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

Operations and Maintenance Expenditures August 2024 For Board Approval

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

The total items being presented:	
Approval of Expenditures:	\$173,123.50
Chairperson	
Vice Chairperson	
Assistant Secretary	

Paid Operation and Maintenance Expenditures August 1, 2024 Through August 31, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	C	heck Amount
Alfred W Grover	100628	82124	Relocated Duplex Outlet and CATV Equipment 08/24	\$	465.00
COMCAST	20240819-1	8495 74 140 0863399 08/24 Autopay	Cable Services 08/24	\$	297.48
COMCAST	20240821-1	8495 74 140 1701846 08/24 Autopay	Internet Services 08/24	\$	124.44
Deangelo Contracting Services, LLC	100623	INV-018603-B	Pond Bank Erosion Repair - Balance 06/24	\$	34,485.44
Deangelo Contracting Services, LLC	100629	INV-027388	Aquatic Drainage Improvements 07/24	\$	39,476.25
East Coast Wells & Pump Service	100620	49771	Service Call - System Repairs 07/24	\$	295.00
First Coast Franchising	100630	JAK08240401	Janitorial Services 08/24	\$	1,008.26
Florida Power & Light	20240822-1	Monthly Summary 07/24	Electric Services 07/24	\$	7,491.29
Company Future Horizons, Inc.	100631	Autopay 616 85213	Aquatic Weed Control 07/24	\$	1,375.00
Future Horizons, Inc.	100632	85440	Aerator Service 08/24	\$	155.00
Gannett Florida LocaliQ	100626	6583974	Acct# 765148 Legal Advertising 07/24	\$	1,587.08
Governmental Management	100621	313	Website Maintenance 08/24	\$	100.00
Services, LLC Hancock Bank	20240831-1	073024 Autopay	Credit Card Expenses 07/24	\$	2,302.77
Hi-Tech System Associates	20240802-1	409322 Autopay	Alarm Access Control 08/24	\$	30.00

Paid Operation and Maintenance Expenditures August 1, 2024 Through August 31, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	_CI	heck Amount
Kilinski / Van Wyk, PLLC	100635	10067	Legal Services 07/24	\$	1,190.00
Kilinski / Van Wyk, PLLC	100634	10068	Legal Services - Pond Bank Construction Defect 07/24	\$	8,083.50
Kilinski / Van Wyk, PLLC	100633	10199	Legal Services - Pond Bank Construction Defect 07/24	\$	9,146.00
Neighborhood Publications,	100636	MURA5907	Premium Website 08/24	\$	45.00
Inc Paychex	20240815-1	2024-08-13 ACH	BOS Payroll 08/13/24	\$	887.60
Poolsure	100624	131295623223	Pool Chemicals 08/24	\$	1,716.85
Republic Services	100625	0687-001450553	Waste Disposal Services 08/24	\$	226.18
Riverside Management	100638	168	Management Services 08/24	\$	22,283.44
Services, Inc Riverside Management Services, Inc	100637	169	Pool Maintenance 08/24	\$	1,316.75
Riverside Management	100622	171	Lifeguard Services 07/24	\$	8,587.43
Services, Inc Riverside Management	100627	174	Emergency Call - Fecal Response in Pool 08/24	\$	225.00
Services, Inc Rizzetta & Company, Inc.	100618	INV0000092395	District Management Fees 08/24	\$	3,862.50
St Johns Utility Department	20240819-2	,	Water-Sewer Services 07/24	\$	702.81
Trimac Outdoor	100639	Autopay 616 TMNE 117031	Landscape Maintenance 08/24	\$	24,882.00

Paid Operation and Maintenance Expenditures August 1, 2024 Through August 31, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	<u>C</u>	heck Amount
Turner Pest Control, LLC	100640	619422123	Pest Control Services 08/24	\$	185.40
Vector Security, Inc	100619	74385417	Security Monitoring Services 08/24	\$	590.03
Report Total				<u>\$</u>	173,123.50

Tab 6

Turnbull Creek Treat Sheet

Date: 9-9-24

Weather: Overcast Winds: 3-10 MPH

MuraBella

Lake	Plants Treated	Trash Pickup	Chemical Used
1	None	Yes	None (Cleaned Fountain)
2	None	Yes	None
3	None	Yes	None (Access Wet)
4	None	Yes	None
5	None	Yes	None
6	None	Yes	None
7	None	Yes	None
8	None	Yes	None (High Water)
9	None	Yes	None (High Water)
10	None	Yes	None
11	None	Yes	None (Wet Access)
12	None	Yes	None (Wet Access)
13	None	Yes	None (Wet Access)
14	None	Yes	None

San Marino

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

Pescara

Lake	Plants Treated	Trash Pickup	Chemical Used
1	None	No	None (Access Wet)
2	None	Yes	None (Access Wet)
3	None	Yes	None (Access Wet)
4	None	Yes	None (Access Wet)
5	None	Yes	None

Comments: All lakes have wet accesses and high-water levels

Turnbull Creek Treat Sheet

Weather: Partly Cloudy Winds: 2-10 MPH

Date: 9-25-24

MuraBella

Lake	Plants Treated	Trash Pickup	Chemical Used
1	None	Yes	None
2	Shoreline	Yes	Roundup Custom, Triclopyr
3	None	Yes	None
4	None	Yes	None
5	None	Yes	None
6	None	Yes	None
7	None	Yes	None
8	None	Yes	None
9	None	Yes	None
10	None	Yes	None
11	None	Yes	None
12	None	Yes	None
13	None	Yes	None
14	None	Yes	None
Con Mon	Inc		

San Marino

Lake	Plants Treated	Trash Pickup	Chemical Used
1	None	Yes	None
2	None	Yes	None

Pescara

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

Comments: None