



Rizzetta & Company

Turnbull Creek Community Development District

Board of Supervisors' Meeting November 12, 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 Raymond Ames Chris Delbene Diana Jordan-Baldwin Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Board Member
District Manager	Melissa Dobbins Ben Pfuhl	Rizzetta & Company Rizzetta & Company
District Counsel	Jennifer Kilinski Mary Grace Henley	Kilinski/Van Wyk 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**

November 5, 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 November 12, 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
 - B. Landscape.....Tab 1
 - 1.) Yardnique Landscape Reports
 - 2.) Consideration of Rock and Sand Replacement Proposals

3.) Consideration of Landscape Enhancement Proposals

8. BUSINESS ITEMS

- A. Consideration of Resolution 2025-01 Amending Fiscal Year 23-24 Final Budget.....Tab 2
- B. Consideration of Installing Double-Sided Lock on Pickleball Court Proposal.....Tab 3
- C. Consideration of WGV Fighting Turtles 2025 Schedule.....Tab 4
- D. Consideration of UPS Holiday POD Request.....Tab 5
- E. Consideration of Variance Application Policy.....Tab 6

9. BUSINESS ADMINISTRATION

- A. Approval of Consent Agenda.....Tab 7
 - 1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held September 10, 2024
 - 2.) Consideration of Minutes of the Workshop held October 16, 2024
 - 3.) Ratification of the Operation and Maintenance Expenditures for August 2024 and September 2024

10. STAFF REPORTS - Part B

- A. District Counsel
- B. Amenity and Field Operation Managers.....Tab 8
 - 1.) Field Operations & Amenity Management Report
 - 2.) Future Horizon Report
 - 3.) Consideration of Beestera Camps
- C. District Manager.....Tab 9
 - 1.) Consideration of Resolution 2025-02; Redesignating Public Depository Banking Options
 - 2.) Acceptance of Updated Contract for District Management Services

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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

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 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. No herbicide was applied this week due to heavy winds each day.
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	Annuals flowers are scheduled to be fertilized 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	

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Lateral line repairs, valve repair and replacement as needed, Solenoid replacement, Head replacement,	Irrigation inspection is scheduled for the week of 9-30-2024
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

Murabella / Turnbull Creek CDD / Landscape Irrigation Audit

Landscape Maintenance Checklist (Trimac)						9/30/2024
1.0 Maintenance						Page 1 of 2
Non-Growing Season Only (November 1 - March 31st)						
1.1 Mowing (by Friday of each week) 3 days / week						
All Turf & Pond Areas	Note below all areas or ponds not mowed per schedule with reason					
Monday - Soccer Field & Berm Along Pacetti Rd / Clubhouse areas Amenity Ponds # 1- 5	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 completely mowed.					
Wednesday - Pescara Fields & playground areas Ponds # 1 - 5	Pescare Field, the playground and ponds 1b-5b were totally mowed.					
Thursday - Rugusa Field / Pond Banks #10, 11, 12, 13, 14,	Rugusa Field and ponds 10-14 have been completely mowed.					
Friday - Outer berms off od SR16 & Pacetti Rd	The Athletic Field and the berms on SR 16 and Pecetti Rd were completely mowed.					
1.2 String Trimming						
Trimming around all obstacles at every mowing cycle to include fences on pond side, light poles, tress & shrubs.	Comments					
	Triming around obstacles is done as part of each mowing cycle					
1.3 Edging						
All hardscape and paved trails at each mowing cycle	Comments					
	Edging is completed as part of each mowing cycle					
1.4 Blowing						
All hardscape areas blown clean, including tennis & basketball courts, streets and parking lots	Comments					
	Each area is blown clean of debris once mowing is completed					
1.5 Weed Control						
Weeding of plant beds, all natural areas and berms	Comments					
Pre & Post emergents applied at appropriate times	Post emergent herbicide is applied as part of our detail rotation. This week we were able to apply herbicide Tuesday - Friday. Monday was to windy to safely apply.					
1.6 Pruning						
Shrubs,vines and orimalntal trees in common areas and berms to be pruned to maintain their natural shape and maintain appropriate distances between pedestrian and vehicle areas.	Comments					
Trees (crape Myrtles) shall be pruned when dormant (winter)	This month we will start limbing trees in Parking area and walk paths.					
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)	Comments					
Weeds to be removed / treated year round as needed	We will start pruning the Ornamental Grass on the berms in late November.					
2.0 Pesticide Application						
2.1 Turf Pest Control						
Turf inspected weekly and spot treated (As Needed)	Comments					
All turf inspected weekly and spot treated	All turf is inspected weekly for pest					
Ant, mole & cricket control can be requested once a year Documentation shall be given to owner for proof & chemical						
Top Choice grannular insecticide blanket application for (fire ant control) annually at 3 entrances, amenity center, roadways, bermuda grasses						
Fire ant spot treatments as needed to control mound outbreaks with "other" products (Not Top Choice) as needed	Fire ant control is applied as needed on ant mounds present during the mow schedule.					

A

TRIMAC OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller				Point of Connection				Site Name: <i>Mura Bella</i>			
Location: <i>Tennis Court by Pump</i>				Location:				Location: <i>101 W Pasitano Ave.</i>			
Type/Size: <i>ESP-LXME</i>				Size:				Technician: <i>Robert Repullo</i>			
Rain Gauge: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N				Source: Meter Well <input checked="" type="checkbox"/> Pump				Date of Inspection: <i>10/01/2024</i>			
Power On: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N								Inspection #: of in contract			
General Information				Backflow: Y <input checked="" type="checkbox"/> N				Inspection Start Time:			
Valve Type:				PRV: Y <input type="checkbox"/> N				Inspection End Time:			
Adequate Coverage: Y <input type="checkbox"/> N				Master Valve: Y <input type="checkbox"/> N				Set to Run: Odd Even Every <input checked="" type="checkbox"/> Days			
								or Days of the Week: S M T W T F S			

Controller						Repairs Proposed (P) or Completed (C)										Start Times					
Head Type (Rotor, Spray, Drip, etc.)		Plant Type		Zone Time (Minutes)		Pipes		Valves			Broken Heads			Adjustments				Zone Locations			
Zone		Turf	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered			
1	R	35	✓																	A 8am Mon	Tennis Court
2	S	05	✓	✓											1					B 5:15am Thu	outside Pool by fence / inside
3	R	35	✓																		Soccer Field
4	S	05	✓	✓	✓					1				1							Playground - Circle Island
5	R	35	✓	✓																	Playground / Pond
6	S	35	✓																		R-side Blvd by round about
7	R	35	✓	✓																	B-side Blvd
8	S	35	✓	✓																	By Round about Side Walk
9	R	30	✓	✓																	Soccer Field - Club house
10	R	35	✓																		Roundabout - Field
11	R	35	✓	✓																	Same Field by Verona way ✓
12	S	35	✓			2															sidewalk - Blvd
13	R	35	✓	✓																	Side Walk Blvd - L-Side
14	S	35	✓	✓										1							Exit - Ent - Side Walk
15	R	35	✓	✓									1								Ent - Exit - Pond
16	S	05		✓	✓									3							Island - Ent - Exit
B.N.	S	25	✓	✓																	
B.N.	S	25	✓	✓																	
B.N.	R	35	✓	✓																	
20																					
21																					
22																					
23																					
24																					

Comments B.N. = Battery NoDE

B

1/2

TRIMAC OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name: <i>MuraBella</i>		
Location: <i>Tennis court at pump</i>			Location: <i>Pond by pool</i>			Location: <i>101 W Positano Ave.</i>		
Type/Size: <i>ESP-LXME</i>			Size:			Technician: <i>Robert Regullo</i>		
Rain Gauge: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N			Source: Meter <input type="checkbox"/> Well <input type="checkbox"/> <u>Pump</u> <input checked="" type="checkbox"/>			Date of Inspection: <i>10/01/2024</i>		
Power On: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N						Inspection #: <i>of</i> in contract		
General Information			Backflow: Y <input type="checkbox"/> N <input type="checkbox"/>			Inspection Start Time:		
Valve Type:			PRV: Y <input type="checkbox"/> N <input type="checkbox"/>			Inspection End Time:		
Adequate Coverage: Y <input type="checkbox"/> N <input type="checkbox"/>			Master Valve: Y <input type="checkbox"/> N <input type="checkbox"/>			Set to Run: Odd Even <input type="checkbox"/> Every <u>Days</u> <input checked="" type="checkbox"/>		
						or Days of the Week: S M T W T F S		

Controller			Plant Type			Repairs Proposed (P) or Completed (C)										Start Times						
Zone	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Turf	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered	Zone Locations		
1	R	50	✓																		A 8pm	Mon
2		10																				
3	R	50	✓	✓																		Berm by tennis court
4	R	50	✓																			Soccer field
5	R	50	✓																			Soccer field
6	R	50	✓	✓																		Berm by trail field
23	R	30		✓																		Field
27	R	30		✓																		field
28	R	30		✓																		field
30	R	30		✓																		field

Comments

D

1/2

TRIMAC OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller				Point of Connection				Site Name: <i>MuraBella</i>			
Location: <i>Pond by white fence</i>				Location: <i>Play ground - Big field</i>				Location: <i>101 W Pasitano Ave.</i>			
Type/Size: <i>ICCL2</i>				Size:				Technician: <i>Robert Repullo</i>			
Rain Gauge: <input type="checkbox"/> Y <input type="checkbox"/> N				Source: Meter <input type="checkbox"/> Well <input type="checkbox"/> Pump <input checked="" type="checkbox"/>				Date of Inspection: <i>10/01/2024</i>			
Power On: <input type="checkbox"/> Ⓟ <input type="checkbox"/> N								Inspection #: <i>of in contract</i>			
General Information				Backflow: <input type="checkbox"/> Y <input type="checkbox"/> N		Inspection Start Time:					
Valve Type:				PRV: <input type="checkbox"/> Y <input type="checkbox"/> N		Inspection End Time:					
Adequate Coverage: <input type="checkbox"/> Y <input type="checkbox"/> N				Master Valve: <input type="checkbox"/> Y <input type="checkbox"/> N		Set to Run:		Odd Even <input type="checkbox"/> Every <input checked="" type="checkbox"/> Days			
						or Days of the Week:		S M T W T F S			

Controller			Plant Type			Repairs Proposed (P) or Completed (C)										Start Times							
Zone	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Turf	Shrub	Annual	Pipes		Valves			Broken Heads			Adjustments				Zone Locations					
						Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered				
1	R	50	✓											1									A 7pm Thu
2								✓															B 8pm Fri
3	R	50	✓																				C 6am Annuals
4	R	50	✓																				Field
5	R	50	✓																				Field
6	R	50	✓																				Field
7	R	50	✓																				Med Field
8	R	50	✓																				Med Field
9	R	50	✓																				Med Field
10	R	50	✓																				Med Field
11	R	50	✓																				Field by playground
12	R	50	✓																				Field between playground-Mail
13	R	50	✓																				Field by mail
14	R	50	✓																				Field near Pond
15	S	20	✓								1				7								Field near clock
16	R	50	✓																				Play ground - side walk
17	R	50	✓																				L-side 164
18	R	50	✓																				Continue behind houses by 164
19																							
20																							
21																							
22																							
23																							
24	R	50	✓					✓															Berm Paccoti RD

Comments



OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection				Site Name: <i>Mura Bella</i>	
Location: <i>Mail Center by C.H</i>			Location:		Location: <i>101 W Positano Ave.</i>			
Type/Size			Size		Technician: <i>Robert Repullo</i>			
Rain Gauge	Y	N	Source	Meter	Well	Pump	Date of Inspection: <i>10/02/2024</i>	
Power On	<i>(Y)</i>	N	Inspection # :				of in contract	
General Information			Backflow	Y	N	Inspection Start Time:		
Valve Type			PRV	Y	N	Inspection End Time:		
Adequate Coverage	Y	N	Master Valve	Y	N	Set to Run: <i>Odd Even Every (Days)</i>		
						or Days of the Week: <i>S M T W T F S</i>		

			Repairs Proposed (P) or Completed (C)											Start Times										
Controller		Plant Type			Pipes		Valves			Broken Heads			Adjustments			Zone Locations								
Zone	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)		Turf	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered				
1	<i>S</i>	<i>10</i>	<i>✓</i>	<i>✓</i>	<i>✓</i>		<i>1</i>															<i>A</i>	<i>8pm</i>	<i>Tue</i>
2	<i>S</i>	<i>20</i>	<i>✓</i>	<i>✓</i>																		<i>B</i>	<i>5:30am</i>	<i>Fri</i>
3	<i>R</i>	<i>50</i>	<i>✓</i>																			<i>Ent - Club</i>		
																						<i>Ent - Club - Pool</i>		
																						<i>Mail center</i>		

Comments

TRIMAC OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller				Point of Connection				Site Name: <i>Mura Bella</i>			
Location		<i>Pond</i>		Location				Location:		<i>101 W Positano Ave.</i>	
Type/Size		<i>IC2</i>		Size				Technician:		<i>Robert Repullo</i>	
Rain Gauge		Y	N	Source	Meter	Well	Pump	Date of Inspection:		<i>10/02/2024</i>	
Power On		Y	N					Inspection # :		of in contract	
General Information				Backflow	Y	N	Inspection Start Time:				
Valve Type				PRV	Y	N	Inspection End Time:				
Adequate Coverage				Y	N	Master Valve	Y	N	Set to Run:		Odd Even Every Days
								or Days of the Week:		S M T W T F S	

						Repairs Proposed (P) or Completed (C)															
Controller		Plant Type				Pipes		Valves			Broken Heads			Adjustments					Start Times		
Zone	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Turf	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered	Zone Locations	
25																					
26																					
27	R	50	✓	✓				✓													<i>Pacceti RD Behind houses</i>
28								✓													
29	R	50	✓	✓																	<i>Pacceti RD behind houses</i>
30	S	50	✓	✓	✓																<i>Exit Pescara - Island.</i>
31								✓													
32	R	50	✓																		<i>By Pond / clock</i>
33	R	50	✓					✓													<i>Pond / Clock - BBA</i>
34	R	50	✓																		<i>field at corner Pond</i>
35																					
B.N.	R	45	✓	✓			1														<i>Pescara Entrance</i>

Comments

E

TRIMAC OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller				Point of Connection				Site Name: <i>MuraBella</i>			
Location: <i>16th Exit - side</i>				Location:				Location: <i>101 W Pasitano AVE.</i>			
Type/Size: <i>Pro - C</i>				Size:				Technician: <i>Robert Repullo</i>			
Rain Gauge		Y <input type="checkbox"/> N <input type="checkbox"/>		Source		Meter <input type="checkbox"/> Well <input type="checkbox"/> Pump <input type="checkbox"/>		Date of Inspection: <i>10/02/2024</i>			
Power On		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>						Inspection #: of in contract			
General Information				Backflow		Y <input type="checkbox"/> N <input type="checkbox"/>		Inspection Start Time:			
Valve Type				PRV		Y <input type="checkbox"/> N <input type="checkbox"/>		Inspection End Time:			
Adequate Coverage				Y <input type="checkbox"/> N <input type="checkbox"/>		Master Valve		Y <input type="checkbox"/> N <input type="checkbox"/>		Set to Run: Odd Even Every <input checked="" type="radio"/> Days	
								or Days of the Week: S M T <input checked="" type="radio"/> T F S			

			Repairs Proposed (P) or Completed (C)																		
Controller		Plant Type			Pipes		Valves			Broken Heads			Adjustments			Start Times					
Zone	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Turf	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened	Capped	Raised/Lowered	Zone Locations	
1	S	10	✓																		A 8pm - wed
2	R	50	✓				1														B- 4:30am Annuals
3	R	50	✓	✓																	Exit side Berm
4	R	30	✓	✓																	Berm
5	R	50	✓	✓																	Berm behind houses
6	R	50	✓	✓																	Ent-side
7	R	50	✓	✓																	Berm behind - mail box
8	S	20	✓																		side walk by mail box
9	S	10	✓	✓	✓																Island by Ent and EXIT
10	S		✓																		EXIT side
B.N.	R	45	✓																		Field by Porta Rosa circle

Comments

F

TRIMAC OUTDOOR Irrigation Technical Inspection Report

Irrigation Controller				Point of Connection				Site Name: <i>MuraBella</i>					
Location: <i>Playground End - Franchetta LN</i>				Location:				Location: <i>101 W Positano Ave.</i>					
Type/Size: <i>Esp-Me</i>				Size:				Technician: <i>Robert Repullo</i>					
Rain Gauge		Y	N	Source		Meter	Well	Pump	Date of Inspection: <i>10/02/2024</i>				
Power On		Y	N					Inspection #: of in contract					
General Information				Backflow		Y	N	Inspection Start Time:					
Valve Type				PRV		Y	N	Inspection End Time:					
Adequate Coverage		Y	N	Master Valve		Y	N	Set to Run:		Odd	Even	Every	Days
								or Days of the Week: <i>S M T W T F S</i>					

			Repairs Proposed (P) or Completed (C)												Start Times										
Controller			Plant Type			Pipes		Valves			Broken Heads			Adjustments				Zone Locations							
Zone	Head Type (Rotor, Spray, Drip, etc.)	Zone Time (Minutes)	Turf	Shrub	Annual	Mainline Break	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone Not Shutting Down	Turf Spray (6")	Shrub Spray (12")	Fixed Riser	Gear Driven Rotor	Cleaned/Replaced Nozzle	Adjust Spray Pattern	Straightened		Capped	Raised/Lowered					
1		15						✓																	
2	R	30	✓																						field by North side
3	R	30	✓																						field by South side
4	R	30	✓																						by Verona way
5	R	30	✓																						Side walk by Verona way South side
6	R	30	✓																						Verona way close to the Int - San Marino
7	R	30																							Verona way by the Int - Verona way
8	R	30																							Exit side Verona way
9	R	30																							by the clock south side
10	R	30																							by the clock North side
11	S	15	✓								1				1										Play ground by the clock
12		15						✓																	
13		15						✓																	
14																									
15																									
16																									
17																									
18																									
19																									
20																									
21																									
22																									
23																									
24																									

Comments



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**



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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.

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15. Qualifications

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By _____
Brian Stephens

By _____
c/o Rizzetta & Company

Date _____

Date _____



Pescara Island rose replacement

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

EN - General

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
EN - General		Service Total:	\$818.00
Total (Material, Tax and Labor)			\$818.00



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3. Payment Terms

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Net 45
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- 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% processing fee), 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

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Invoice.

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- 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.
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- 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.
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15. Qualifications

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Client / Owner

By _____
Signature / Title

Melissa Dobbins
Printed Name / Date

By _____ Account Manager
Signature / Title

By _____
Brian Stephens 10/08/2024
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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Net 45
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Client / Owner

By _____
Signature / Title

Melissa Dobbins
Printed Name / Date

By _____ Account Manager
Signature / Title

By _____
Brian Stephens 10/08/2024
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

EN - General

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



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By _____
Signature / Title

Melissa Dobbins
Printed Name / Date

By _____ **Account Manager**
Signature / Title

By _____
Brian Stephens / 10/08/2024
Printed Name / Date



Oppurtunity # 102513

Tree canopy lifting

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

Materials, labor and disposal to lift the canopies of the roadway trees where possible

Pescara Park- 7 Live Oak Trees

3 Sylvester Palms

San Giacomo- 21 Live Oak Trees

Positano from Pacetti to the Round a bout 15 trees to 14'

5 trees to 10'

WORK ORDER SUMMARY

Description	Total Price
TW - Tree Work	\$10,821.37
1 Dollars Tree work	
Total	\$10,821.37



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- 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/Agent

Yardnique



Oppurtunity # 102506

Volleyball Court sand refurbishment

November 4, 2024

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

Materials, labor and equipment rental to install sand to refurbish the existing Volleyball Court

WORK ORDER SUMMARY

Description	Total Price
EN - General	\$4,020.25
Volleytball Court Sand	\$1800.19
Material Delivery	\$450.00
Equipment rental	\$450.00
Enhancement Labor	\$1320.06
Total	\$4,020.25



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% processing fee), 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.



November 4, 2024

- 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 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.



Oppurtunity # 102506

Volleyball Court sand refurbishment

November 4, 2024

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/Agent

Yardnique

Tab 2

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2023/2024 GENERAL FUND 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:

Section 1. The General Fund Budget and The Reserve Fund Budget is hereby amended in accordance with Exhibit “A” attached hereto.

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

Section 3. 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 12TH DAY OF NOVEMBER, 2024.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/ VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

**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		
Special Assessments		
Tax Roll	\$ 1,180,916	\$ 1,180,916
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		
District Counsel	\$ 47,000	\$ 100,000
Administrative Subtotal	\$ 157,072	\$ 210,072
EXPENDITURES - FIELD OPERATIONS		
Security Operations		
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

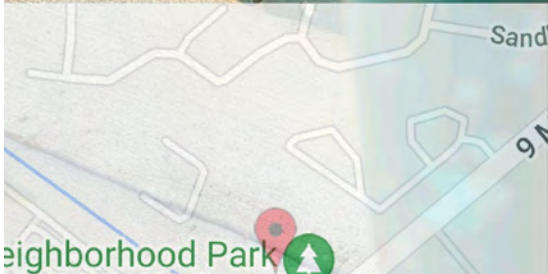
Lifeguards / Pool Monitors	\$ 38,975	\$ 38,975
Facility Monitors	\$ 29,838	\$ 29,838
Facility Attendants	\$ 19,973	\$ 19,973
Garbage Collection - Common Areas	\$ 21,349	\$ 21,349
Special Events		
Holiday Decorations	\$ 4,735	\$ 4,735
Special Events	\$ 12,000	\$ 12,000
Contingency		
Miscellaneous Contingency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

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

Chart of Accounts Classification	Budget for 2023/2024	Proposed Amended Budget
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 3



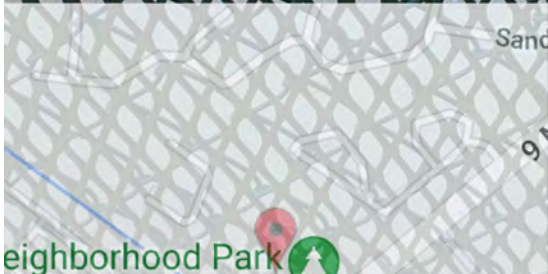


3380 International Golf Pkwy, St. Augustine, FL 32092, USA

St. Augustine
Florida







3380 International Golf Pkwy, St. Augustine, FL 32092, USA

St. Augustine
Florida













VKA Security

Village Key & Alarm, Inc

441 State Rd. 16
Saint Augustine, FL 32084
(904) 824-5003
h.drapers@vkalarm.com

Estimate

ESTIMATE#	15621790
DATE	10/21/2024
PO#	

CUSTOMER
TURNBULL CREEK CDD 101 West Positano Avenue St. Augustine, FL 32092

SERVICE LOCATION
TURNBULL CREEK CDD JIM SCHIESZER 101 West Positano Avenue St. Augustine, FL 32092 (904) 759-9833

DESCRIPTION	PROPOSAL FOR MECHANICAL LOCK FOR CHAINLINK GATE AT TENNIS COURTS. double sided combination lock
-------------	--

Estimate			
Description	Qty	Rate	Total
LOCK COMMERCIAL TRIP CHARGE TRIP CHARGE TO COMMERCIAL LOCATION	1.00	80.00	80.00
LOCKEY - DOUBLE COMBINATION MECHANICAL LEVER - JET BLACK MARINE GRADE FINISH DOUBLE COMBINATION SINGLE CODE NO ELECTRONICS JET BLACK - MARINE GRADE	1.00	800.00	800.00
LOCKEY - ROUND POST ADAPTOR USED TO MOUNT LOCK TO ROUND GATE POSTS	1.00	135.00	135.00
LOCKEY - 3" GATE STOP FOR CHAIN LINK FENCE USED TO PREVENT DAMAGE TO HARDWARE FROM BEING OPENED TOO FAR.	1.00	60.00	60.00
LOCKEY - HYDRAULIC GATE CLOSER (BLACK) USED TO CLOSE GATE AFTER EACH ENTRY. ENSURES GATE LOCKS EACH TIME.	1.00	450.00	450.00
LOCKEY - MOUNTING PLATE FOR GATE CLOSER 3" USED TO MOUNT GATE CLOSER TO ROUND POST.	1.00	75.00	75.00
LOCK COMMERCIAL LABOR LABOR TO INSTALL THE ABOVE LISTED EQUIPMENT.	5.00	120.00	600.00
Florida Sales Tax		6.50%	143.00

CUSTOMER MESSAGE
A down payment of 50% is required on all jobs to order parts and secure a time slot on our schedule. Restocking fee may apply. Should you have any questions or concerns, please feel free to call us at (904)824-5003.

Estimate Total: \$2,343.00

PRE-WORK SIGNATURE

Signed By:



COVID-19
Please stay out 50
feet from
Thank you!











Tab 4



October 20, 2024

To Murabella Board,

Thank you for supporting the WGV Fighting Turtles swim team in previous years. As we start to prepare for our 2025 season we wanted to reach out to request:

1. Practices:
 - a. April 15th -> May 24th (preseason)
 - i. Monday, Tuesday, Thursday
 - ii. 4:00pm - 7:00pm
 - b. May 28th -> July 20th (season ends)
 - i. Tuesday -> Friday
 - ii. 7:00am - 10:00am

Other dates we will return for finally approval on are:

2. Meet & Greet at Murabella Community Center
 - a. Date: March TBD
 - b. Time: 6:00pm - 8:00pm
3. Swim Evaluations:
 - a. Date: March & April TBD
 - b. Time: TBD
 - c. Ask: 4 sessions for 2 hours each
4. Meets:
 - a. Mock Meet - Fighting Turtles Team ONLY (This teaching the kids about a meet)
 - i. Date: May TBD
 - ii. Time: 5:00am - 11:00pm
 - b. Swim Meet 1
 - i. Date: May TBD
 - ii. Time: 5:00am - 12:00pm
 - c. Swim Meet 2
 - i. Date: June TBD
 - ii. Time: 5:00am - 12:00pm
 - d. Swim Meet 3
 - i. Date: June TBD
 - ii. Time: 5:00am - 12:00pm

Similar to previously seasons the swim team will be made up of:

5. Team Capacity of 150
6. Age Range: 5yrs to 18yrs

7. Requirement: Swimmer must be able to complete one lap unassisted without touching the bottom or side of the pool. Must be able to put their face in water.

We will pay 10% of the members' registration fees.

Please let us know if you have any questions or concerns.

Thank you,

Kim Little - President

860-916-9940

FightingTurtlesTeam@gmail.com

Tab 5

**LICENSE AGREEMENT REGARDING THE USE OF
CERTAIN DISTRICT PROPERTY**

This License Agreement (“**License Agreement**”) is made and entered into this ___ day of November 2024, by and between:

UNITED PARCEL SERVICE, INC., an Ohio corporation, with a local address of 2855 Industry Center Road, St. Augustine, Florida 32084 (“**Licensee**”); and

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with an address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**” and, together with Licensee, “**Parties**”).

Recitals

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

WHEREAS, the District owns, operates, and maintains certain facilities and real property within the boundaries of the District, specifically the property shown on the map attached hereto as **Exhibit A** (“**District Property**”); and

WHEREAS, Licensee desires to park one (1) POD storage unit (“**POD**”) on the District Property as depicted in **Exhibit A** (the “**POD Location**”) and to use the District’s roads for the purposes of transporting, storing and delivering packages to residents within the District; and

WHEREAS, Licensee also desires to use golf carts and small trailer(s) (“**Licensee Vehicles**”) in order to transport and deliver the packages; and

WHEREAS, the District is willing to allow Licensee to park the POD in the POD Location and use the POD and Licensee Vehicles for the purposes of transporting, storing and delivering packages to residents in the District, subject to the terms set forth in this License Agreement; and

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

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

- 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this License Agreement.
- 2. GRANT OF LICENSE.** The District hereby grants to Licensee a non-exclusive license (“**License**”) to park the POD in the POD Location as depicted in **Exhibit A**, and to use the

POD and Licensee Vehicles for the purposes of transporting, storing and delivering packages to residents in the District, pursuant to the terms set forth in this License Agreement.

3. COMPENSATION. In return for the grant of the License, UPS agrees to pay the District a sum totaling **One Thousand Dollars and 00/100 (\$1,000.00)**, payable prior to UPS's exercise of the License granted herein.

4. CONDITIONS ON THE LICENSE. The License granted in Paragraph 2 above is subject to the following terms and conditions:

- A.** Licensee's access to the District Property is limited to the POD Location and reasonable ingress and egress thereto.
- B.** Licensee's use of the POD Location is limited to that set forth in this License Agreement.
- C.** Licensee shall be required to procure all necessary licenses, permits and other authority required by St. Johns County or any other governmental agency which has jurisdiction over the POD Location prior to parking the POD in the POD Location.
- D.** Licensee shall routinely monitor the POD Location and surrounding areas in order to maintain the POD Location and surrounding areas in good, clean and working order.

5. EFFECTIVE DATE; TERM. This License Agreement shall become effective as of _____ and shall continue in full force and effect until _____, unless revoked or terminated earlier in accordance with Paragraph 6, below.

6. REVOCATION, SUSPENSION AND TERMINATION. The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District. Upon such termination, Licensee shall remove the POD and Licensee Vehicles from the POD Location and return the POD Location to the condition it was in prior to the granting of this License.

7. COMPLIANCE WITH LAWS, RULES AND POLICIES. Licensee shall comply at all times with relevant statutes and regulations governing the operation of the POD, Licensee Vehicles and any other equipment used in relation to the License and shall, upon request of the District, provide proof of such compliance. Licensee shall comply in all material respects with the District's Rules and Policies and acknowledges that it has received a copy of such Rules and Policies.

8. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its Patrons (as that term is defined in the Policies Regarding District Amenity Facilities) and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee's use of the POD Location under this License Agreement. Licensee shall repair any damage resulting from its operations on the POD Location within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing by the District. The provisions of this Paragraph 8 shall survive the termination or expiration of this License Agreement.

9. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, expert witness fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Licensee agrees to indemnify, defend, and hold harmless the District, and its supervisors, staff, and assigns ("**District Indemnitees**") from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Licensee, its members, managers, agents, assigns or employees.

C. For purposes of this section, "acts or omissions" on the part of Licensee and its members, managers, agents, assigns or employees, includes, but is not limited to, the operation and management of the POD, Licensee Vehicles and any other equipment used in relation to the License in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over such POD, Licensee Vehicles and equipment, unless such permit, license, certification, consent, or other approval is first obtained.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination or expiration of this License Agreement.

10. INSURANCE.

A. Licensee shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering Licensee's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (I) Independent Contractors' Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Licensee of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured parties. Licensee shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement upon execution of this License Agreement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

11. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this License Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees.

12. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this License Agreement.

14. AMENDMENT. Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

15. ASSIGNMENT. Neither the District nor Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any assignments attempted to be made without the prior written approval of the other party are void.

16. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the use of the POD Location is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the POD Location. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

17. NOTICES. All notices, requests, consents, and other communications hereunder (“**Notice**” or “**Notices**”) shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the Parties as follows:

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

With a copy to: Kilinski | Van Wyk, PLLC
517 E. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Licensee: United Parcel Service, Inc.
2855 Industry Center Road
St. Augustine, Florida 32084
Attn: _____

Except as otherwise provided in this License Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this License Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Licensee may deliver Notice on behalf of the District and Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be

sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

18. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 436-6270, BPFUHL@RIZZETTA.COM, AND 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614

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

21. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel.

In the case of a dispute concerning the interpretation of any provision of this License Agreement, the Parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

22. THIRD-PARTY BENEFICIARIES. This License Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason of, to or for the benefit of, any third party not a formal party to this License Agreement. Nothing in this License Agreement expressed or implied is intended or shall be construed to confer upon any person or legal entity other than the Parties hereto any right, remedy or claim under or by reason of this License Agreement or any of the provisions or conditions of this License Agreement; and all of the provisions, representations, covenants and conditions contained in this License Agreement shall inure to the sole benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns.

23. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the Parties hereto, each of the Parties has complied with all the requirements of law and each of the Parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

26. COUNTERPARTS. This License Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

27. SOVEREIGN IMMUNITY. The District and Licensee agree that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other law.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

UNITED PARCEL SERVICE, INC.

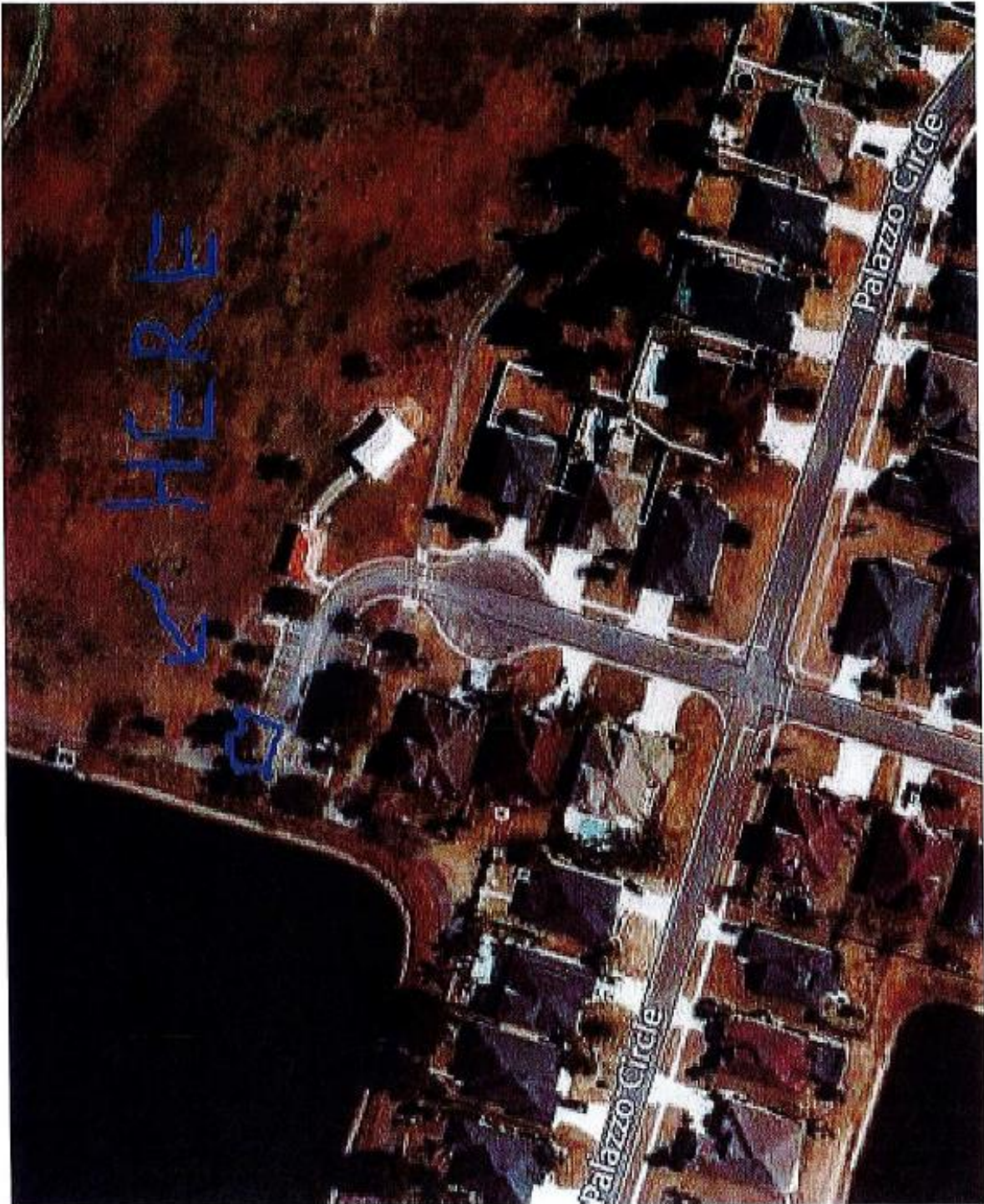
By: _____

Print Name: _____

Its: _____

Exhibit A: POD Location Map

Exhibit A
POD Location



Tab 6

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
Policy for Variance Applications for Installation of
Drainage Improvements within Impacting District Property or
Easements

Effective: ~~September 13~~ November 12, 2024

1. **Variance Application Submission.** If a resident desires to install ~~drainage~~ improvements within property or an easement owned by Turnbull Creek Community Development District (the “District”), or ~~drainage~~ improvements on private property that may ~~negatively~~ impact District property or improvements, the resident must:
 - a. Submit a written variance application to the District Manager and District Engineer or his or her designee prior to commencement of such installation, in the form included herein as **Attachment A**. The application must be made by the owner of the property and must contain, at a minimum, the following information:
 - i. The contact information of the person making the variance application;
 - ii. The lot number or street address of the lot on which the improvements are to be installed;
 - iii. A description of the improvements to be installed;
 - iv. A diagram showing the proposed location of the improvements; ~~and~~
 - v. The requested commencement date of the installation of said improvements; and
 - ~~vi.~~ In the case of drainage improvements, the resident must demonstrate that the permitted drainage pattern is not changed. Additionally, if the proposed drainage improvement discharges into a District-owned stormwater pond, the resident agrees to comply with any District requirements for stormwater ponds and surrounding pond banks. Such evaluations shall be made by the resident and confirmed by the District Engineer within the application.
 - b. Pay an application cost to offset the District’s cost of processing the variance application, including District Engineer review. These costs shall include:
 - i. Engineering review (will vary based on type of improvement)
 - ii. Recording fee of the variance agreement.
2. **Review by District Engineer.** The District Engineer shall review the variance application to determine if the proposed ~~drainage~~ improvements would have a negative impact on any District improvements. Such review may include, in the District Engineer’s discretion and as may be necessary, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance application, with or without conditions; or
 - b. Deny the variance application.
3. **Denial of Variance Application.** If the District Engineer recommends denying the application, District staff shall notify the applicant that the variance application was denied and that the proposed improvements may not be installed.
4. **Approval of Variance Application – Drainage Improvements.** If the District Engineer recommends approving ~~the~~ an application for drainage improvements, ~~the District Engineer shall present the application and recommendation at the next available meeting of the District Board of Supervisors (“Board”). If approved by the Board,~~ District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment B**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff

shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.

4.5. Approval of Variance Application – Other Improvements. If the District Engineer recommends approving an application for any other improvements, including but in no way limited to swimming pools, patios, decks, etc., the District Engineer shall present the application and recommendation at the next available Board meeting. If approved by the Board, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment B**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.

5.6. Approval on Behalf of the District Only. The District's approval of a variance application constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from the HOA, St. Johns County, and any other entities having an interest in the property, as applicable.

6.7. Penalties for Unauthorized Improvements. If improvements are constructed within a District easement or on District property without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvements at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvements on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.

7.8. Threats to Health, Safety, Integrity, or Welfare. If improvements are constructed with approval within a District property or easement but at some point in the future, said improvements threaten the health, safety, integrity or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests. Residents with improvements ~~impacting~~ District property or District easements are responsible for all maintenance of said improvements.

~~8. The resident must demonstrate that any proposal which moves water off his/her Lot to the back of the property is the only viable option; namely that moving water to the front of the property or keeping water on the property is either economically impractical or physically not possible without causing further damage. Such evaluation shall be made by the resident and confirmed by the District Engineer within the application.~~

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
Variance Application**

for Installation of ~~Drainage~~ Improvements

Turnbull Creek Community Development District owns property and easement rights throughout the community for the purpose of maintaining certain infrastructures, including the stormwater and drainage system. Property owners seeking to make ~~drainage~~ improvements in the District's easements, on District property or in areas where such improvements may ~~negatively~~ impact District property or improvements, must fill out this Variance Application and return the completed form, along with the application fee and a sketch of the plan, to the District Offices at the address below. All Variance Applications will be reviewed in accordance with the District's *Policy for Variance Applications for Installation of ~~Drainage~~ Improvements ~~within Impacting District Property~~ ~~and~~ Easements.*

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Name of Owner: _____

Address: _____

Telephone: _____ Email: _____

Description of proposed improvements (attach a survey sketch showing the proposed location of the improvements): _____

Proposed installation commencement date: _____

Acknowledgements (please initial by each):

_____	I acknowledge that I must pay \$ _____ as an application fee to offset costs of District engineer review of the proposed and final improvements and recording of the easement agreement. If I do not, my application may be denied without further consideration.
_____	I acknowledge that any approval is only for the improvements in this application, and that upon completion of the improvements, the District Engineer must certify that the improvements do not exceed the scope of any approval. If my plans change, I must file a new variance application. I further acknowledge that moving water off the back of my property is the only viable and economic option and I have explored other alternatives prior to submitting this application (i.e. cannot move water off the front of my property).
_____	[For drainage improvements only] I acknowledge that moving water off the back of my property is the only viable and economic option and I have explored other alternatives prior to submitting this application (i.e. cannot move water off the front of my property).
_____	I acknowledge that approval of this variance application is approval from Turnbull Creek Community Development District only, and that I am responsible for obtaining any other necessary approvals, including but not limited to approvals from any HOA, St. Johns County, or any other entity having an interest in the property or improvements, as applicable.
_____	I acknowledge that if this variance application is approved, I will be required to execute a Variance Agreement, which will be recorded in the official records of St. Johns County, Florida. No improvements may be installed until the Variance Agreement is executed and recorded.
_____	I acknowledge that this variance application must be made by the legal owner of the property. I certify that I am the legal owner of the property.

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Owner's Signature

Print Name

Date

*Please submit this completed application with a survey sketch to the District Manager
by e-mail at mdobbins@rizzetta.com and bpfulh@rizzetta.com ~~brown@rizzetta.com~~ or by mail at*

*Turnbull Creek CDD c/o Rizzetta & Company, Inc.,
3434 Colwell Avenue, Suite 200, Tampa, FL 33614,*

*and to the District Engineer by e-mail at myuro@mjyuro.com or by mail at
145 Hilden Road, Unit 108, Ponte Vedra, Florida 32081.*

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After recording, please return to:
Turnbull Creek CDD
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTSWITHIN DISTRICT
EASEMENT OR PROPERTY**

This *Variance Agreement for Installation of Improvements ~~within~~ Impacting District Easement or Property* (“**Agreement**”) is entered into as of this ____ day of _____, 20____, by and among _____ (“**Owner**”) and Turnbull Creek Community Development District (“**District**”), a local unit of special purpose government created pursuant to St. Johns County Ordinance No. 2004-47.

WITNESSETH:

WHEREAS, Owner is the owner of Lot _____, (“**Lot**”), as per the plat (“**Plat**”) of _____, recorded as Instrument Number _____, of the Public Records of St. Johns County, Florida (“**Property**”); and

WHEREAS, Owner desires to install certain improvements described as _____ (“**Improvements**”) within a District easement or property (“**Easement**”) abutting Owner’s Lot (“**License Area**”), as shown on the Plat; and

WHEREAS, due to the District’s legal interests in the Easement, among other reasons, Owner requires the District’s consent before installing Improvements within the License Area; and

WHEREAS, the District has consented to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.
3. **Owner Responsibilities.** The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.

- b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, stormwater permits, etc.).
 - c. The District, by entering into this Agreement, does not represent that the District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowner's association, St. Johns County, as well as any other necessary legal interests and approvals).
 - d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property or improvements of District, including but not limited to the pond bank or stormwater facilities, or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option if such repairs are not made timely.
 - e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any District infrastructure or improvements that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such pre-existing infrastructure and improvements. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing infrastructure and improvements prior to installation of the Improvements and to perform the work to install the Improvements. The District, its officers, supervisors, employees, professional staff and agents shall be named as a certificate holder under the contractors, or Owner's, insurance policy for said work.
 - f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and care of any such Improvements and agrees to maintain the Improvements in good condition.
 - g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.
5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless the District, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word “Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.
7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
8. **Default.** A default by either party under this Agreement – including but not limited to Owner’s failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
9. **Attorney’s Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees and costs.
10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Print Name

Print Name

By: _____

Print Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20_____, by _____. He/She is personally known to me or produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

Witnesses:

**Turnbull Creek Community
Development District**

By: _____

By: _____

Print Name

Chairperson of the Board of Supervisors

By: _____

Print Name

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20_____, by _____, as Chairperson of the Board of Supervisors for Turnbull Creek Community Development District, on behalf of said District. He/She is personally known to me or produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

Tab 7

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 **Board of Supervisors Meeting on September 10, 2024, at 6:00 pm**. The meeting location was at **Murabella Amenity Center at 101 Positano Avenue, St. Augustine, FL 32092**.

Present and constituting a quorum:

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

Also present were:

Ben Pfuhl	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. Vencil called the meeting to order at 6:00 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

Audience member made a statement in favor of retaining RMS.

Audience member expressed thanks for the removal of a Pine Tree and requested that budget information be sent out to the community earlier.

47 Audience member requested having a separate meeting that is specifically dedicated to
48 the budget public hearing.

49
50 Audience member questioned the RFP package.

51
52 **THIRD ORDER OF BUSINESS**

Staff Reports – Part A

53
54 **A. District Engineer**

55
56 Mr. Yuro reviewed the status of the walking trail improvements project and reviewed the
57 proposal found under Tab 1 of the agenda.

58
59 The Board questioned why the proposed additional work was not included in the initial
60 proposal.

61
62 Mr. Yuro explained that the extra work was determined to be necessary once the project
63 has already begun.

64
65 Discussion ensued regarding the cost of the proposal.

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67 *Mr. DelBene joined the meeting in progress.*

68
69 Mr. Yuro explained that the work would be needed to complete the project.

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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.
--

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

82
83
84 **B. Landscaper**

85
86 Mr. Stevens reviewed the landscaping reports with the Board, and highlighted the due to
87 heavy rainfall they were behind on their normal schedule. Mr. Stevens also stated that
88 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.

89
90 As resident raised a concern about the rose bushes in the neighborhood, and Mr. Stevens
91 said he would investigate.

92
93 The Board did not take action on the proposal provided as the work would be covered in
94 the scope of the Aquagenics proposal.

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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.

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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

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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.

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125 **SIXTH ORDER OF BUSINESS**
126
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128

**Consideration of Resolution
2024-11; Fiscal Year 2024-2025
Meeting Schedule**

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.

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130
131 **SEVENTH ORDER OF BUSINESS**

Approval of Consent Agenda

- 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
- 136

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.

137
138 Mr. DelBene requested to see the invoices from District Counsel for litigation expenses.

139
140
141 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution
2024-12; Declaring Vacancy of
Seat # 1**

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.

145
146 The Board requested District Counsel bring a draft of the announcement to the community
147 to the next Board of Supervisors' Meeting for approval.

148
149 **NINTH ORDER OF BUSINESS**

**Consideration Resolution 2024-
13; Redesignating Officers**

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.

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158 TENTH ORDER OF BUSINESS

Staff Reports – Part B

159

160 A. District Counsel

161

162 Ms. Kilinski requested the Board set another Shade Session at the beginning of the next
163 Board of Supervisors' Meeting and that Mr. Pfuhl be added to the list of attendees.

164

165 The Board approved.

166

167 B. Amenity and Field Operations

168

169 Mr. Schieszer reviewed his report with the Board and raised concerns about erosion
170 around the ponds at various locations due to resident actions.

171

172 Mr. DelBene requested those areas be staked/taped off and to have the District Engineer
173 review these areas and confirm there is a concern.

174

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

176

177 C. District Manager

178

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

181

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.

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183

184 ELEVENTH ORDER OF BUSINESS

Supervisor Requests &
Audience Comments

185

186 Supervisor Requests

187

188 Mr. DelBene questioned if the letter had been sent to the resident regarding feeding the
189 ducks, Ms. Kiliniski confirmed that it had.

190

191 Mr. DelBene requested an e-blast be sent to the community reminding residents that
192 storm drains should be clear at all times and should not be blocked.

193

194

195 TWELFTH ORDER OF BUSINESS

Adjournment

196

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.

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Secretary /Assistant Secretary

Chairman / Vice Chairman

DRAFT

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.

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

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

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

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

TOTAL PROPERTY PREMIUM

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

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

CRIME COVERAGE

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

Deadly Weapon Protection Coverage

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

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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

Table with 3 columns: Coverage Type, Amount, and Description. Includes Building and Content TIV (\$3,330,332), Inland Marine (\$77,769), and Auto Physical Damage (Not Included).

Signature: _____ Date: _____

Name: _____

Title: _____



Turnbull Creek Community Development District

Policy No.: 100124555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value			
	Address				Const Type	Term Date		Contents Value	Covering Replaced	Roof Yr Blt
	Roof Shape	Roof Pitch								
1	Amenity Center		2006	10/01/2024	\$1,289,869		\$1,419,752			
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2025	\$129,883					
2	Swimming Pool w/Bridge, Pumps & Equipment		2006	10/01/2024	\$715,644		\$715,644			
	101 West Positano Avenue St. Augustine FL 32092		Below ground liquid storage tank / pool	10/01/2025						
3	Pool Slide Tower		2006	10/01/2024	\$75,087		\$75,087			
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2025						
	Complex				Clay / concrete tiles					
4	Splash Pad Equipment		2006	10/01/2024	\$7,519		\$7,519			
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025						
5	Colonnade		2006	10/01/2024	\$4,223		\$4,223			
	101 West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2025						
6	Pool Pavilion		2006	10/01/2024	\$19,570		\$19,570			
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2025						
	Pyramid hip				Clay / concrete tiles					
7	Pool Shade Structure		2006	10/01/2024	\$15,656		\$15,656			
	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2025						

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100124555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
8	Pool Furniture in the Open		2006	10/01/2024	\$126,690		\$126,690		
	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2025					
9	Decorative Fountain		2006	10/01/2024	\$15,450		\$15,450		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025					
10	Playground Equipment		2006	10/01/2024	\$89,919		\$89,919		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025					
11	Playground Shade Structure (2)		2006	10/01/2024	\$39,140		\$39,140		
	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2025					
12	Basketball Shade Structure		2006	10/01/2024	\$15,450		\$15,450		
	101 West Positano Avenue St. Augustine FL 32092		Property in the Open	10/01/2025					
13	Basketball Court (2 Goals)		2006	10/01/2024	\$39,346		\$39,346		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025					
14	Park Shade Structure		2006	10/01/2024	\$15,450		\$15,450		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025					

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100124555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	Roof Yr Blt
	Roof Shape	Roof Pitch							
15	Park Pavilion		2006	10/01/2024	\$22,660		\$22,660		
	101 West Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2025					
	Pyramid hip			Clay / concrete tiles					
16	Baseball Backstop Fencing		2006	10/01/2024	\$7,004		\$7,004		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025					
17	Tennis Court Fencing & Shade Structure		2006	10/01/2024	\$37,080		\$37,080		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025					
18	Black Aluminum Fencing		2006	10/01/2024	\$22,660		\$22,660		
	101 West Positano Avenue St. Augustine FL 32092		Non combustible	10/01/2025					
19	Maintenance Shed		2006	10/01/2024	\$4,326		\$4,326		
	101 West Positano Avenue St. Augustine FL 32092		Frame	10/01/2025					
20	Dumpster Enclosure		2006	10/01/2024	\$7,004		\$7,004		
	101 West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2025					
21	Decorative Street Railing (Amenity Center Entrance)		2006	10/01/2024	\$19,158		\$19,158		
	West Positano Avenue St. Augustine FL 32092		Masonry non combustible	10/01/2025					

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100124555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	
	Roof Shape	Roof Pitch						Roof Covering	Covering Replaced
22	Large Mail Pavilion		2006	10/01/2024	\$33,475		\$33,475		
	E Positano Avenue St. Augustine FL 32092		Joisted masonry	10/01/2025					
	Simple hip			Clay / concrete tiles					
23	Mail Pavilion		2006	10/01/2024	\$33,475		\$33,475		
	Toscana Ln St. Augustine FL 32092		Joisted masonry	10/01/2025					
	Simple hip			Clay / concrete tiles					
24	Playground Equipment		2006	10/01/2024	\$84,975		\$84,975		
	Toscana Ln St. Augustine FL 32092		Non combustible	10/01/2025					
25	Playground Shade Structure		2006	10/01/2024	\$24,720		\$24,720		
	Toscana Ln St. Augustine FL 32092		Property in the Open	10/01/2025					
26	Park Shade Structure		2006	10/01/2024	\$15,450		\$15,450		
	Toscana Ln St. Augustine FL 32092		Property in the Open	10/01/2025					
27	Park Shade Structure		2006	10/01/2024	\$15,450		\$15,450		
	Toscana Ln St. Augustine FL 32092		Property in the Open	10/01/2025					
28	Hoover Well Pump (behind Tennis Court)		2017	10/01/2024	\$62,212		\$62,212		
	101 West Positano Avenue St. Augustine FL 32092		Pump / lift station	10/01/2025					

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100124555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value		
	Address				Const Type	Term Date		Contents Value	
	Roof Shape	Roof Pitch						Roof Covering	Covering Replaced
29	Hoover Well Pump & Vinyl Fencing		2017	10/01/2024	\$4,326		\$4,326		
	Toscana Ln St. Augustine FL 32092		Pump / lift station	10/01/2025					
30	Outdoor Signage		2017	10/01/2024	\$15,244		\$15,244		
	Various St. Augustine FL 32092		Property in the Open	10/01/2025					
31	Benches in the Open		2017	10/01/2024	\$10,197		\$10,197		
	Various St. Augustine FL 32092		Property in the Open	10/01/2025					
32	Entry Monuments/Features		2006	10/01/2024	\$43,260		\$43,260		
	W Positano Ave St. Augustine FL 32092		Masonry non combustible	10/01/2025					
33	Entry Monuments/Features		2006	10/01/2024	\$43,260		\$43,260		
	SR 16 St. Augustine FL 32092		Masonry non combustible	10/01/2025					
34	Entry Monuments (Pescara)		2006	10/01/2024	\$24,000		\$24,000		
	Pacetti Rd & Terracina Dr St. Augustine FL 32092		Masonry non combustible	10/01/2025					
35	Entry Monuments (San Marino)		2006	10/01/2024	\$24,000		\$24,000		
	Verona Way & W Franchetta Ln St. Augustine FL 32092		Masonry non combustible	10/01/2025					

Sign: _____

Print Name: _____

Date: _____



Turnbull Creek Community Development District

Policy No.: 100124555
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
36	Playground Equipment		2006	10/01/2024	\$82,500		\$82,500
	E Franchetta Ln St. Augustine FL 32092		Non combustible	10/01/2025			
37	Playground Shade Structure		2006	10/01/2024	\$15,000		\$15,000
	E Franchetta Ln St. Augustine FL 32092		Property in the Open	10/01/2025			
38	Mail Pavilion		2006	10/01/2024	\$32,500		\$32,500
	E Franchetta Ln St. Augustine FL 32092		Joisted masonry	10/01/2025			
	Simple hip			Clay / concrete tiles			
39	Mail Pavilion		2006	10/01/2024	\$32,500		\$32,500
	San Giacomo Rd St. Augustine FL 32092		Joisted masonry	10/01/2025			
	Simple hip			Clay / concrete tiles			
40	Park Shade Structure		2006	10/01/2024	\$15,000		\$15,000
	Verona Way & SR 16 St. Augustine FL 32092		Property in the Open	10/01/2025			
Total:			Building Value	Contents Value	Insured Value		
			\$3,200,449	\$129,883	\$3,330,332		

Sign: _____

Print Name: _____

Date: _____



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
1	Decorative Light Poles (Amenity Area)		Other inland marine	10/01/2024 10/01/2025	\$13,000	\$1,000
2	Security Cameras in the Open		Other inland marine	10/01/2024 10/01/2025	\$6,000	\$1,000
3	Pool Chair Lift (Permanently Mounted)		Other inland marine	10/01/2024 10/01/2025	\$5,000	\$1,000
4	Floating Pond Fountain		Other inland marine	10/01/2024 10/01/2025	\$2,000	\$1,000
5	Floating Pond Fountain		Other inland marine	10/01/2024 10/01/2025	\$2,000	\$1,000
6	Access Control System		Other inland marine	10/01/2024 10/01/2025	\$4,435	\$1,000
7	CCTV		Other inland marine	10/01/2024 10/01/2025	\$10,214	\$1,000
8	Pool Camera		Other inland marine	10/01/2024 10/01/2025	\$11,500	\$1,000
9	2 Door Controlled Access Panel		Electronic data processing equipment	10/01/2024 10/01/2025	\$3,995	
10	License Plate Reader		Electronic data processing equipment	10/01/2024 10/01/2025	\$1,625	\$1,000
11	Tennis Court Lights (9 @ \$2k ea.)		Other inland marine	10/01/2024 10/01/2025	\$18,000	\$1,000
				Total	\$77,769	

Sign: _____

Print Name: _____

Date: _____

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 **Board of Supervisors Workshop on October 16, 2024, at 6:00 pm**. The meeting location was at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida 32092.

Present:

Jeremy Vencil	Board Supervisor, Vice Chairman
Chris DelBene	Board Supervisor, Assistant Secretary <i>-via phone</i>
Raymond Ames	Board Supervisor, Assistant Secretary

Also present were:

Ben Pfuhl	District Manager, Rizzetta & Co., Inc.
Mary Grace Henley	District Counsel, Kilinski/Van Wyk
Jennifer Kilinski	District Counsel, Kilinski/Van Wyk <i>-via phone</i>
Mike Yuro	District Engineer, Yuro & Associates
Erick Hutchinson	Amenity Manager, RMS
Jim Schieszer	Operations Manager, RMS

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

Mr. Pfuhl called the workshop to order at 6:08 p.m., noting that quorum was not established, and no votes or board actions could be taken.

SECOND ORDER OF BUSINESS

**Attorney-Client Shade
Workshop**

Ms. Klinski and Ms. Henley reviewed and updated the Board.

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THIRD ORDER OF BUSINESS

Resume Public Workshop

Mr. Delene was not present for the public workshop

The Board reviewed agenda items.

Mr. Yuro reviewed his report with the Board, stating that he has not yet found a structural engineer to assess the retaining walls. Mr. Yuro recommended that the Board consider the Aquagenics proposal at the next meeting.

Discussion ensued regarding the current District Policy regarding variances, Ms. Klinski stated that she can bring a revised version of the policy to the next Board Meeting.

Ms. Henley requested the Board set and conduct another Attorney-Client Shade Session prior to the next Board of Supervisors Meeting on November 12, 2024

An audience member requested information regarding paying off CDD Bonds. Mr. Pfuhl informed them that any resident looking for a pay-off amount can reach out to bondpayoff@rizzetta.com

Ms. Henley stated that it appears the resident who was feeding the ducks has stopped doing so.

Mr. Schieszer reported minimal damage following the recent storms and that the community is in good condition. Mr. Schieszer informed the Board that the Pickle Ball courts are expected to be completed soon.

Mr. Vencil raised a concern of residents using the Pickle Ball Courts while they are closed.

FOURTH ORDER OF BUSINESS

Adjournment

Mr. Pfuhl adjourned the workshop at 7:00 p.m.

94 _____
95 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 September 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2024 through September 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:

Approval of Expenditures: **\$114,931.70**

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures
September 1, 2024 Through September 30, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Alfred W Grover	100644	83024	Replaced Landscape Light Fixture & Installed Post 08/24	\$ 240.00
Alfred W Grover	100651	90924	Installed Weather Resistant Outdoor Outlet w/Cover 09/24	\$ 260.00
B&B Exterminating Co., Inc.	100642	136241 3/8	Subterranean Termite Control Annual Renewal 09/24	\$ 453.00
COMCAST	20240919-1	8495 74 140 0863399	Cable Services 09/24	\$ 297.48
		09/24 Autopay		
COMCAST	20240923-1	8495 74 140 1701846	Internet Services 09/24	\$ 124.44
		09/24 Autopay		
Egis Insurance Advisors, LLC	100659	25176	Renewal Policy# 100124555 10/01/24-10/01/25	\$ 38,902.00
Egis Insurance Advisors, LLC	100645	25177	Workman's Compensation Policy #WC100124555 10/01/24-10/01/25	\$ 850.00
First Coast Franchising	100661	JAK09240400	Janitorial Services 09/24	\$ 709.90
Florida Power & Light Company	20240924-1	Monthly Summary 08/24	Electric Services 08/24	\$ 7,575.94
		Autopay 616		
Future Horizons, Inc.	100646	85710	Aquatic Weed Control 08/24	\$ 1,375.00
Gannett Florida LocaliQ	100658	0006640901	Account# 765148 Legal Advertising 08/24	\$ 129.84
Governmental Management Services, LLC	100647	314	Website Maintenance 09/24	\$ 100.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures
September 1, 2024 Through September 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Hancock Bank	20240930-1	082724 Autopay	Credit Card Expenses 08/24	\$ 1,606.24
Hi-Tech System Associates	20240904-1	410919 Autopay	Alarm Access Control 09/24	\$ 30.00
Hoover Pumping Systems Corp.	100648	183073	Pump System Annual Maintenance Agreement 09/24	\$ 2,590.00
Kilinski / Van Wyk, PLLC	100655	10362	Legal Services 08/24	\$ 6,299.82
Kilinski / Van Wyk, PLLC	100654	10364	Legal Services - Pond Bank Construction Defect 08/24	\$ 4,083.00
Kilinski / Van Wyk, PLLC	100653	10426	Legal Services - Meeting 08/24	\$ 2,079.15
LifeSafe Services LLC	100662	111110558	Battery, Pads and Electrodes 09/24	\$ 264.00
Neighborhood Publications, Inc	100663	MURA5908	Premium Website 09/24	\$ 80.00
Paychex	20240917-1	2024-09-10 ACH	BOS Payroll 09/10/24	\$ 665.70
Paychex	20240910-1	2024082900 Autopay	Express Payroll Direct Deposit Processing 08/14/24	\$ 132.32
Poolsure	100656	131295624176	Pool Chemicals 09/24	\$ 1,716.85
Republic Services	100649	0687-001458703	Waste Disposal Services 09/24	\$ 225.05

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures
September 1, 2024 Through September 30, 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	100664	172	Management Services 09/24	\$ 21,111.47
Riverside Management Services, Inc	100664	173	Pool Maintenance 09/24	\$ 1,316.75
Riverside Management Services, Inc	100652	175	Lifeguard Services 08/24	\$ 4,643.03
Rizzetta & Company, Inc.	100641	INV0000093072	District Management Fees 09/24	\$ 3,862.50
Robert's Tree Service, Inc.	100666	16874	Tree Removal 08/24	\$ 6,850.00
St Johns Utility Department	20240918-1	Monthly Summary 08/24 Autopay 616	Water-Sewer Services 08/24	\$ 737.38
Trimac Outdoor	100667	TMNE 103830	Fill Erosion behind 316 Palozzo Circle 04/24	\$ 765.56
Turner Pest Control, LLC	100665	619548781	Pest Control Services 09/24	\$ 185.40
Vector Security, Inc	100643	74547532	Security Monitoring Services 09/24	\$ 590.03
Weather Engineers, Inc.	100657	C44468	Preventive Maintenance HVAC Site #29005-001 08/24	\$ 199.50
Weather Engineers, Inc.	100650	S111763	Maintenance & Repair 08/24	\$ 37.85
Yuro & Associates, LLC	100669	3587	Engineering Services 07/24	\$ 1,160.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures
September 1, 2024 Through September 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Transaction Description</u>	<u>Check Amount</u>
Yuro & Associates, LLC	100660	3619	Engineering Services 08/24	\$ 1,522.50
Yuro & Associates, LLC	100668	04-3630	Engineering Services 09/24	<u>\$ 1,160.00</u>
Report Total				<u>\$ 114,931.70</u>

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

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

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

August 1, 2024 Through August 31, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	Check Amount
Alfred W Grover	100628	82124	Relocated Duplex Outlet and CATV Equipment 08/24	\$ 465.00
COMCAST	20240819-1	8495 74 140 0863399	Cable Services 08/24	\$ 297.48
COMCAST	20240821-1	8495 74 140 1701846	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 Company	20240822-1	Monthly Summary 07/24	Electric Services 07/24	\$ 7,491.29
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 Services, LLC	100621	313	Website Maintenance 08/24	\$ 100.00
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

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

August 1, 2024 Through August 31, 2024

Vendor Name	Check Number	Invoice Number	Transaction Description	Check 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, Inc	100636	MURA5907	Premium Website 08/24	\$ 45.00
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 Services, Inc	100638	168	Management Services 08/24	\$ 22,283.44
Riverside Management Services, Inc	100637	169	Pool Maintenance 08/24	\$ 1,316.75
Riverside Management Services, Inc	100622	171	Lifeguard Services 07/24	\$ 8,587.43
Riverside Management Services, Inc	100627	174	Emergency Call - Fecal Response in Pool 08/24	\$ 225.00
Rizzetta & Company, Inc.	100618	INV0000092395	District Management Fees 08/24	\$ 3,862.50
St Johns Utility Department	20240819-2	Monthly Summary 07/24	Water-Sewer Services 07/24	\$ 702.81
Trimac Outdoor	100639	Autopay 616 TMNE 117031	Landscape Maintenance 08/24	\$ 24,882.00

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Paid Operation and Maintenance Expenditures

August 1, 2024 Through August 31, 2024

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

Tab 8

Turnbull Creek Community Development District

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

Memorandum

Date: Nov 12 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. Cleaning up from storms.
9. New Pickleball court is complete, and we want to give a special thanks to Lou Garzia, Rodger Kaman and especially Tom Meringolo who did so much to get this done.
10. Bid for volleyball court sand.
11. Storm broke cable on the Sunshade at San Marino Park.
12. Bid for tree trimming

13. Bid for locking gate on Pickleball court.
14. Bids for replacing roses at entrances
15. Working with Mike Yuro on pond bank washouts.

Amenity Manager: Erick Hutchison

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily
- Both kid and adult Halloween events were a success

-

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

Turnbull Creek Community Development District

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

Memorandum

Date: Oct 16 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. Cleaning up from storms.
9. Waiting for contractor to paint the pickleball court.
10. Replaced irrigation clock at Pescara.
11. Storm broke cable on the Sunshade at San Marino Park.
12. Got price for San Marino Trail drain repair.

13. Bids for replacing roses at entrances

14. Working with Mike Yuro on pond bank washouts.

Amenity Manager: Erick Hutchison

- All rentals and amenities are fully operational and running smoothly
- All high touched surfaces are being sanitized daily
- Prepping for the kids and adult Halloween party

●

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: 10-29-24

Weather: Partly Cloudy

Winds: 5-10 MPH

MuraBella

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

San Marino

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	Alligator Weed	Yes	Triclopyr
2	Alligator Weed	Yes	Triclopyr

Pescara

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

Comments: Some pond water levels were low and couldn't access with a boat at this time.

Turnbull Creek Treat Sheet

Date: 10-2-24

Weather: Partly Cloudy

Winds: 5-10 MPH

MuraBella

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	None
2	Algae	Yes	Copper Sulfate
3	Shoreline	Yes	Aquamaster, Triclopyr
4	Algae, Duckweed	Yes	FL 909, Diquat
5	Algae	Yes	Copper Sulfate
6	Algae	Yes	Copper Sulfate
7	None	Yes	None
8	Shoreline	Yes	Aquamaster, Triclopyr
9	None	Yes	None
10	Shoreline	Yes	Aquamaster, Triclopyr
11	Shoreline	Yes	Aquamaster, Triclopyr
12	None	Yes	None
13	None	Yes	None
14	Shoreline	Yes	Aquamaster, Triclopyr

San Marino

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

Pescara

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

Comments: None

Turnbull Creek Treat Sheet

Date: 9-25-24

Weather: Partly Cloudy

Winds: 2-10 MPH

MuraBella

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
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

San Marino

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

Pescara

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
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

Turnbull Creek Treat Sheet**Date:** 9-9-24**Weather:** Overcast**Winds:** 3-10 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	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>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	None	Yes	Aquashade
2	None	Yes	Aquashade

Pescara

<u>Lake</u>	<u>Plants Treated</u>	<u>Trash Pickup</u>	<u>Chemical Used</u>
1	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

- Short bio about us
 - **Beestera Camps**, established in 2014, offers supplemental **soccer** training, focusing on player development and character growth. With services across multiple states, we provide 1:1 and small group training, goalkeeping, futsal, camps, and club development programs. In 2024, our camps expanded to six states, attracting over 3,000 players. Our values center on personal growth, enjoyment and putting people first. Beestera has been recognized as the #1 Nike Soccer Camp in 2023, emphasizing a holistic approach and creating great players and even better people.
 - We ran a camp in Jacksonville last year with Emily Tillman and Body Mind Performance. It was well attended and Emily's expertise in sports psychology added so much value to the players where they were able to learn how to be more resilient and communicators.
- Times of the Camp
 - June 9th - June 13th (Monday-Friday)
 - 9am - 4pm each day
 - 12 pm lunch
- COI
 - We get our updated insurance certificates from Nike around April every year so do you mind if I send it to you then with the correct verbiage and child molestation clause?
 - I have attached a sample of our insurance from a different camp so please let me know if everything on there is enough. If so, let me know who you would like me to name on the certificate.
- Agree to 10% profit share - Yes
- Signed Agreement - Will do once approved
- Parking Monitor - We will be sure to have someone directing traffic throughout the camp.

Tab 9

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has furnished to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having organized by appointing a Treasurer and other officers, is now in a position to select a new public depository and to comply with the requirements for public depositories; and

WHEREAS, the Board wishes to redesignate a public depository for District funds.

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

SECTION 1. Bank United, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

- A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.
- C.** Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12TH day of November 2024.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson/Vice Chairperson

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2024

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "District Manager")

AND:

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
c/o District Manager at
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.
 - A. **STANDARD ON-GOING SERVICES.** The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:
 - i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
 - ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;
 - iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting



Rizzetta & Company

Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;

- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. **ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager



Rizzetta & Company

shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES. These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

V. TERM. The District Manager's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

VI. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager will invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in



Contract terms.

- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager will be billed monthly as incurred.

All invoices will be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to



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suspending services.

VIII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

IX. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.

X. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, and to the extent consistent with Section 190.006, Florida Statutes, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

XI. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein.

B. By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract (unless nonpayment is the fault of the District Manager), malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

C. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

D. Upon any termination, District Manager will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not



performed in accordance with the Contract. District Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in St. Johns County, Florida.
- D.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F.** The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G.** The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, the District Manager will not perform, not be expected to perform, the services which would normally be performed by a construction manager and/or engineer on construction projects undertaken by the District.
- H.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the sovereign immunity or limitations of liability set forth in Section 768.28, Florida Statutes), the District



agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

DISTRICT MANAGER INDEMNIFICATION. The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to waive or limit the District's sovereign immunity or limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. WAIVER OF DAMAGES. The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.



XV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract. The District Manager shall assist in procuring the renewal of said insurance policies so long as engaged as the District Manager. The District Manager shall not be obligated to maintain said insurance policies if the District's Board of Supervisors does not agree to the purchase thereof, refuses to pay premiums thereon, or otherwise prevents the District Manager from procuring or maintaining said insurance policies.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
- E.** If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which



event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

- XVI. ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVIII. NOTICES.** All notices, requests, consents and other communications under this Contract ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:



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If to the District: Turnbull Creek Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
E-mail: mdobbins@rizzetta.com

With a copy to: Kilinski | Van Wyk
517 E. College Avenue
Tallahassee, FL 32301
Attn: District Counsel
E-mail: jennifer@rizzetta.com

If to the District Manager: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
E-mail: sbrizendine@rizzetta.com

With a copy to: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
Attn: District Manager
E-mail: mdobbins@rizzetta.com

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XIX. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the District Manager and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.



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- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXIII. THIRD-PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(5), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this



includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- B. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(5)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
- C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees that the District Manager and its employees shall not be required to work in an unsafe and unhealthy work environment. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon prior written notice to the District, provided, however, that in the District Manager's reasonable discretion, should the conditions which pose a hazard to the safety or health of its employees not be imminent dangers, the District shall be given a reasonable opportunity to mitigate any such circumstance and/or conditions prior to such suspension of services. During the period of time that District Manager's employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by its on-site employees or by employees prohibited from going to the areas managed by the District but shall use its best efforts to perform services possible offsite during this time period. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District pursuant to this section. In the event that the District Manager decides to remove its employees from the District pursuant to this Agreement and therefore the District Manager does not provide all or any portion of the services hereunder, District shall not be liable for payment of any services not rendered for the duration of lapse in such services and the District Manager shall prorate its invoice for all affected periods.

XXIV. FORCE MAJEURE. The parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), except with respect to amounts to be paid by the District for services



actually provided by the District Manager pursuant to this Contract during a Force Majeure. To the extent it is able to provide certain services during an event of Force Majeure, the District Manager will continue to provide such services under the condition that the District remains obligated to compensate the District Manager for such services pursuant to the terms of the Contract. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXVV DISCLOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc. Further District Manager certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, Florida Statutes. District Manager agrees to execute an affidavit in compliance with Section 787.06(13), Florida Statutes, attached hereto as **Exhibit E**.

(Remainder of this page is left blank intentionally)



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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy
- Exhibit E** – Anti-Human Trafficking Affidavit



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EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange the time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide the appropriate ad templates and language for each of the above.
 24. Provide instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.
- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.



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- C. Implement and maintain a document management system to create and save documents and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.
 - c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions



- e) Review and edit draft report
- f) Prepare year-end adjusting journal entries as required
- 10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
- 11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals
 - d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement



(3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

A. Administer Prepayment Collection:

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.
3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.



4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 3. Verify assessments on platted lots, commercial properties or other assessable lands.
 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

- A. Meetings
1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);
- B. Financial Reports
1. Modifications and Certification of Special Assessment Allocation Report;
 2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;
- C. Bond Issuance Services
1. Special Assessment Allocation Report;



- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
2. Bond Validation;
- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - b) Provide expert testimony at bond validation hearing in circuit court.
3. Certifications and Closing Documents;
- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- D. Electronic communications/e-blasts;
- E. Special requests;
- F. Amendment to District boundary;
- G. Grant Applications;
- H. Escrow Agent;
- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing



1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
2. Maintain collection log showing all parcels that have pre-paid assessments.
3. Prepare, execute and issue release of lien to be recorded in public records.

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EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services shall be billed monthly pursuant to the following schedule:

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

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



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

PUBLIC RECORDS REQUESTS FEES:

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

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



LITIGATION SUPPORT SERVICES:

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

JOB TITLE:	HOURLY RATE:
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Manager	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00



EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



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6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.

7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.

2. Records are only required to be produced in the format(s) in which they exist.

3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.

4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.

5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.

6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



EXHIBIT E

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, [name] _____, as [position] _____, on behalf of [company] _____ (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor 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.

FURTHER AFFIANT SAYETH NAUGHT.

Contractor: _____
 By: _____
 Name: _____
 Title: _____
 Date: _____

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me physical presence or remote notarization by _____, as _____, of _____, who is personally known to me or who produced _____ as identification this _____ day of _____, 20__.

(Notary Seal)

Notary Public



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