

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 **regular Board of Supervisors meeting on September 16, 2025, starting at 6:30 p.m. at Murabella Amenity Center at 101 Positano Avenue, St. Augustine, FL 32092.**

Attendance:

Chris DelBene	Board Supervisor, Chairperson
Jennifer Martin	Board Supervisor, Vice Chairperson
Raymond Ames	Board Supervisor, Assistant Secretary
Michael Gernhard	Board Supervisor, Assistant Secretary
Daren Sallas	Board Supervisor, Assistant Secretary

Also, present were:

Ben Pfuhl	District Manager, Rizzetta & Co., Inc.
Mary Grace Henley	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
Dwyane Ayres	Account Manager, Yardnique

Audience members present.

FIRST ORDER OF BUSINESS

CALL TO ORDER / ROLL CALL

Mr. Pfuhl called the meeting to order at 6:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS

**AUDIENCE COMMENTS ON
AGENDA ITEMS**

An audience member commented on the damage to the Pickle Ball Court, stating they believed those responsible for the damage should also be responsible for repairing it.

An audience member stated that they believed the benches along the walking/running trail should be facing the other direction.

THIRD ORDER OF BUSINESS

STAFF REPORTS – PART A

A. District Engineer

Mr. Yuro reviewed his report with the Board.

Ms. Martin questioned if the Board wanted to repair, replace, or remove the slide at the pool.

B. Landscape

1.) Yardnique Landscape Reports

Mr. Ayres reviewed the landscape report with the Board.

FOURTH ORDER OF BUSINESS

**Consideration of Proposals for
Landscape and Irrigation
Maintenance**

Mr. Pfuhl reviewed the seven responses to the District's Request for Proposals (RFP) for Landscaping and Irrigation Maintenance.

Representatives from The Greenery, United, Ruppert, and Yardnique were present. The Board allotted ten minutes for each of the companies present to present to the Board and answer questions.

Following the presentations and Q&A session Ms. Henley reviewed the scoring criteria with the Board.

Each Board Member announced the score of each category for each vendor and the District Manager and District Counsel recorded the results.

After the scores were tallied the company with the highest score was Yardnique, followed by United, The Greenery, BrightView, Ruppert, Duval, and Lawn Crafters.

On a motion by Mr. DelBene, seconded by Mr. Gernhard, with all in favor, the Board approved the evaluation scores for the Landscaping and Irrigation Maintenance RFP, for Turnbull Creek Community Development District.
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On a motion by Mr. DelBene, seconded by Mr. Gernhard, with all in favor, the Board authorized the staff to enter into an agreement for Landscaping and Irrigation Maintenance Services with Yardnique, for Turnbull Creek Community Development District.

FIFTH ORDER OF BUSINESS

**CONSIDERATION OF
PLAYGROUND MULCH
PROPOSAL**

Mr. Schieszer reviewed the proposal with the Board.

This item was tabled until the November Meeting.

SIXTH ORDER OF BUSINESS

**CONSIDERATION OF
RESOLUTION 2025-10;
RATIFYING SUBMISSION OF
SPECIAL SECURITY POWERS
PETITION TO ST. JOHNS
COUNTY**

Ms. Henely reviewed the resolution to the Board, informing them that her office has submitted the petition of special security powers to St. Johns County and as of the date of the meeting a hearing has not yet been set.

On a motion by Mr. DelBene, seconded by Ms. Martin, with all in favor, the Board of Supervisors adopted Resolution 2025-10; Ratifying the Submission of the Special Security Powers Petition to St. Johns County, for Turnbull Creek Community Development District.

SEVENTH ORDER OF BUSINESS

**CONSIDERATION OF COURT
RESURFACING PROPOSALS**

Mr. Schieszer reviewed the proposals with the Board.

The Board discussed if the courts should be completely resurfaced or if only the damaged areas should be patched.

On a motion by Mr. DelBene, seconded by Mr. Gernhard, with all in favor, the Board of Supervisors approved the Pickled Court proposal in the amount of \$17,000, and demanded that the three minors responsible for the damage reimburse the District with the reimbursement to be split evenly amongst the three, allowing for a twelve month payment plan to be put in place upon request, for Turnbull Creek Community Development District.

EIGHTH ORDER OF BUSINESS

**CONSIDERATION OF HOLIDAY
LIGHTING PROPOSAL**

Mr. Hutchinson presented the Board with a proposal for holiday lighting throughout the community from Humbug Holiday Lighting (Exhibit A)

Representatives from Humbug were present and presented to the Board.

The Board discussed the proposal and debated the amount to spend.

On a motion by Mr. Gernhard, seconded by Mr. DelBene, with Mr. Sallas opposed, the Board of Supervisors authorized a not to exceed amount of \$15,000 for holiday lighting from Humbug with a three-year agreement, and with the staff to have the final determination of lightning locations, for Turnbull Creek Community Development District.

NINTH ORDER OF BUSINESS

**CONSIDERATION OF LA
BLAST DANCE PROPOSAL**

Mr. Hutchinson reviewed the La Blast Dance proposal with the Board and introduced Karen Renaud, the owner, to review and answer questions from the Board.

On a motion by Mr. DelBene, seconded by Mr. Gernhard, with all in favor, the Board of Supervisors approved the La Blast Dance proposal with a 10% revenue sharing licensing agreement with the District, for Turnbull Creek Community Development District.

TENTH ORDER OF BUSINESS

**CONSIDERATION OF
FENCE/GATE REPAIR
PROPOSAL**

Mr. Schieszer reviewed the proposal from All Weather and presented an additional proposal from St. Augustine Fence (Exhibit B).

The Board directed the staff to report the damage to the District's insurance provider as a report only, and not to seek an insurance reimbursement.

On a motion by Mr. DelBene, seconded by Ms. Martin, with all in favor, the Board of Supervisors approved proposal from St. Augustine Fence in the amount of \$950.00, for Turnbull Creek Community Development District.

ELEVENTH ORDER OF BUSINESS

**APPROVAL OF CONSENT
AGENDA**

- 1.) Consideration of Minutes of the Board of Supervisors' Regular Meeting held August 13, 2025**
- 2.) Ratification of the Operation and Maintenance Expenditures for July 2025**

On a motion by Mr. Gernhard, seconded by Mr. Ames, with all in favor, the Board of Supervisors approved the minutes of the regular meeting held on August 13, 2025 and ratified the operations and maintenance expenditures for July 2025, in the amount of \$60,694.90 ,for Turnbull Creek Community Development District.

TWELFTH ORDER OF BUSINESS

STAFF REPORTS – PART B

A. District Counsel

Ms. Henley reviewed her report with the Board, reminding the Supervisors of the required four hours of ethics training to be completed by the end of the calendar year.

B. Amenity and Field Operation Managers

1.) Field Operations & Amenity Management Report

Mr. Hutchison and Mr. Schieszer reviewed their reports with the Board.

Mr. Hutchison requested that he be authorized to move the District's storage locker to a different location and to a larger unit, the Board agreed.

C. District Manager

Mr. Pfuhl reviewed his report with the Board reminding the Supervisors that the next meeting will be the Public Hearing on amending the District's fishing policies.

THIRTEENTH ORDER OF BUSINESS

**AUDIENCE COMMENTS &
SUPERVISOR REQUESTS**

AUDIENCE COMMENTS:

An audience member raised a complaint about the direction of the benches along the walking/running trail. The Board did not take any action on this request.

FOURTEENTH ORDER OF BUSINESS

**CONSIDERATION OF
SECURITY PROPOSALS***

On a motion by Mr. DelBene, seconded by Mr. Gernhard, with all in favor, the Board of Supervisors began the closed security session of the meeting, for Turnbull Creek Community Development District.

The Board discussed the security systems of the District. No Board action was taken.

On a motion by Mr. DelBene, seconded by Ms. Martin, with all in favor, the Board of Supervisors ended the closed security session of the meeting, for Turnbull Creek Community Development District.

FIFTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. DelBene, seconded by Mr. Gernhard, with all in favor, the Board of Supervisors adjourned the meeting at 9:49 p.m., canceled the Regular Meeting scheduled for November 11, 2025, and set a Special Meeting for November 18, 2025 at 6:30 p.m., at the Murabella Amenity Center, 101 Positano Ave., St. Augustine, Florida 32092, for Turnbull Creek Community Development District.

**Note: In accordance with Sections 119.071(3)(a) and 286.0113(1), Florida Statutes, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.*


Secretary / Assistant Secretary


Chairman / Vice Chairman

Exhibit A

PROPOSAL

Humbug Holiday Lighting of Jacksonville-St Augustine-St
Johns
101 Marketside Avenue
Unit 404, #181
Ponte Vedra Beach, FL 32081
(904) 999-0110



<https://humbugholidaylighting.com/staugustine-fl/>

Billing Address

Turnbull Creek CDD
POC: Erick Hutchison
3434 Colwell Ave
Suit 200
Tampa, FL 33614
(650) 450-2236 (Mobile)
murabellamanager@rmsnf.com

Service Address

Turnbull Creek CDD
POC: Erick Hutchison
101 E Positano Ave
St. Augustine, FL 32092
(650) 450-2236 (Mobile)

Date	September 9, 2025
Total	\$14,420.67

HOA / CDD

This proposal expires on 12/8/2025

Prepared by Taylor Moon (taylormhhljax@gmail.com)

NOTES

Our holiday lights service provides you with professional grade, custom cut, energy efficient LED lights that last twice as long as standard lights. This estimate includes all labor, products, and materials needed to complete your Holiday Lights installation and takedown.

We offer a **10% Early Install Discount** to customers who accept their proposal, pay the 50% deposit and install lights before Nov 1st. Lights can be turned on at a later time, if desired. **Many of our HOAs take advantage of this offer in order to get more lighting for their budget.**

In addition to our Early Install Discount, we also offer a **3-year and 5-year agreement discount**. If you would like to take advantage of our 3-year or 5-year contract discount, the pricing would be reduced as following, for each year:

3-year Contract: 5% each year

5-year Contract: 7.5% each year

Breakdown of Pricing Discount Options (Of items currently selected):

1. No Discount Options Chosen: \$16,965.50
2. With 10% Early-Install Discount ONLY: \$15,268.95
3. With 3-Year/5% Discount Option ONLY: \$16,117.23
4. **With BOTH 10%/Early Install AND 3-Year/5% Discount: \$14,420.67**
4. With 5-year/7.5% Discount Option ONLY: \$15,693.09
5. With both 10%/Early Install AND 5-Year/7.5% Discount: \$13,996.54

We've added some graphics that illustrate the differences in quality and look between the various bows on the market, differences in wreaths some installers use, as well as the C7 versus the C9 bulb. Often, bows, wreaths and C7 bulbs are where installers cut corners on quality to increase profits. We do not. We use the larger C9 bulb. **There is no price difference to the customer if we use C7 or C9 bulbs.** We use Commercial realistic bows that do not look fake, like most Oregon fir bows. Lastly, we use canvas bows instead of the cheaper Nylon or Velvet bows. As the premier professional Holiday Light Installer in Northeast Florida, we do not cut corners. **We go out of our way to hide wires, find issues before notified of issues, and ensure our quality, reliability, and responsiveness outperforms everyone else.....and we are proud to say that!**

One last thing: We've also added some photos of previous work to help you better visualize what the lighting looks like and to show you are quality of work for many HOAs/CDDs around here.

HOA/CDD References:

1. Rich Gray, Director of Field Operations North Florida, Rgray@rmsnf.com
2. Yani Ramos, HOA Board Member-The Colony at Twenty-Mile, tchoabodmember2022@gmail.com
3. Danelle DeMarco, Property Manager-Bartram Springs, ddemarco@gmsnf.com
4. Christian Birol, Property Manager-Beacon Lake, cbirol@rmsnf.com
5. Michael Resetar, Property Manager-Barrington Cove & Franklin Square, MResetar@maymgt.com

[NOTE: Some of the features portrayed on this design are NOT TO SCALE but are used to give an idea of what the finished product could look like.]

This proposal contains 24 options. Be sure to click the checkboxes below for the options you want to include.

Item	Description	Amount
HOA/CDD	Holiday Lighting for HOA/CDD	
<input checked="" type="checkbox"/> Amenity Center Front Roofline		\$2,240.00

C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
C9 Lighting Cord-Level 2	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
C9 Lighting Cord-Level 3	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ Amenity Center Side Roofline		\$1,654.00
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
C9 Lighting Cord-Level 2	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ Amenity Center Back Roofline		\$1,267.00
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
C9 Lighting Cord-Level 2	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (2) Palms @ Amenity Center		\$490.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ Sr. 16 Entrance Monument		\$705.50
C9 Lighting Cord-Level 1	C9 Lighting Cord	

C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (3) Palms @ Sr. 16 Entrance		\$700.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ Sr. 16 Median Monument		\$858.50
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (3) Palms @ Sr. 16 Median		\$700.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ Sr. 16 Exit Monument		\$705.50
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (2) Palms @ Sr. 16 Exit		\$420.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ Pacetti Entrance Monument		\$705.50
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (3) Palms @ Pacetti Entrance		\$770.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ Pacetti Median Monument		\$858.50
C9 Lighting Cord-Level 1	C9 Lighting Cord	

C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (2) Palms @ Pacetti Median		\$490.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ Pacetti Exit Monument		\$705.50
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (2) Palms @ Pacetti Exit		\$490.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ San Marino Monument		\$423.00
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (1) Palm Tree @ San Marino		\$252.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ (2) Holly Trees @ San Marino		\$432.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ Pescara Median Monument		\$369.00
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ Pescara Exit Monument		\$280.50
C9 Lighting Cord-Level 1	C9 Lighting Cord	

C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (3) Palms @ Pescara Exit		\$432.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
■ Pescara Entrance Monument		\$369.00
C9 Lighting Cord-Level 1	C9 Lighting Cord	
C9 Warm White Bulbs	C9 Warm White Bulbs	
■ (3) Palms @ Pescara Entrance		\$648.00
WW, 5mm Coaxial Mini, 70Lt, 4in spacing	WW, 5mm Coaxial Mini, 70Lt, 4in spacing	
Early Install	10% Discount	(\$1,696.55)
3-year Multi-year Discount	5% Off Each Year	(\$848.28)
	(2) Palms @ Amenity Center	\$490.00
	Sr. 16 Entrance Monument	\$705.50
	(3) Palms @ Sr. 16 Entrance	\$700.00
	Sr. 16 Median Monument	\$858.50
	(3) Palms @ Sr. 16 Median	\$700.00
	Sr. 16 Exit Monument	\$705.50
	(2) Palms @ Sr. 16 Exit	\$420.00
	Pacetti Entrance Monument	\$705.50
	(3) Palms @ Pacetti Entrance	\$770.00
	Pacetti Median Monument	\$858.50
	(2) Palms @ Pacetti Median	\$490.00

Pacetti Exit Monument	\$705.50
(2) Palms @ Pacetti Exit	\$490.00
Amenity Center Front Roofline	\$2,240.00
Amenity Center Side Roofline	\$1,654.00
Amenity Center Back Roofline	\$1,267.00
San Marino Monument	\$423.00
(1) Palm Tree @ San Marino	\$252.00
(2) Holly Trees @ San Marino	\$432.00
Pescara Median Monument	\$369.00
Pescara Exit Monument	\$280.50
(3) Palms @ Pescara Exit	\$432.00
Pescara Entrance Monument	\$369.00
(3) Palms @ Pescara Entrance	\$648.00
Subtotal	\$14,420.67
Tax	\$0.00
Total	\$14,420.67

FINANCING

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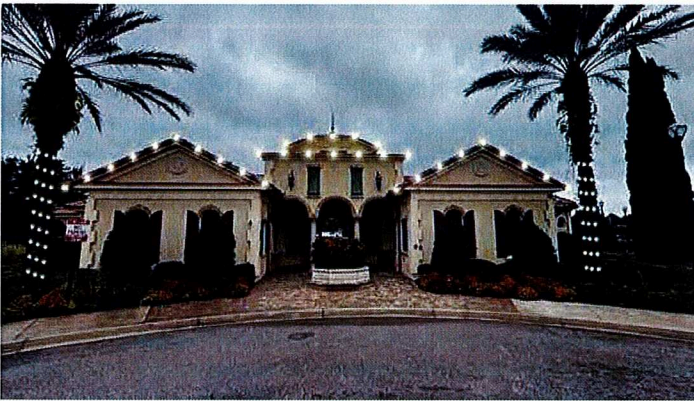
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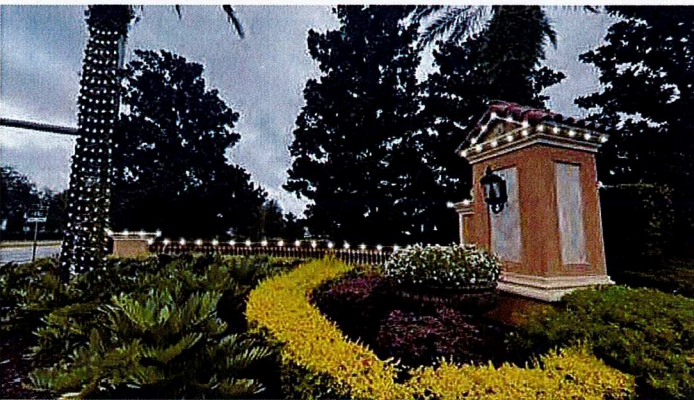
P I C T U R E S



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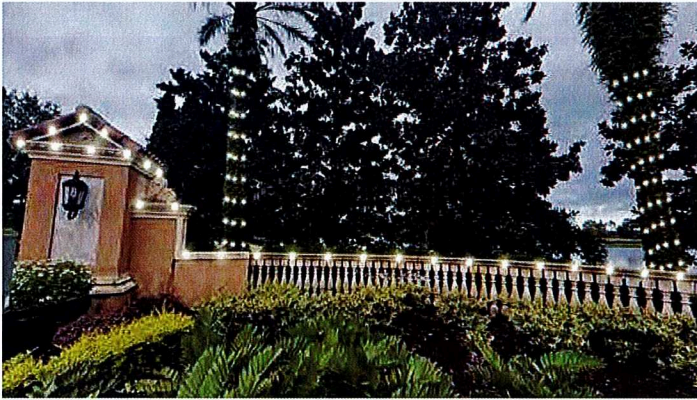
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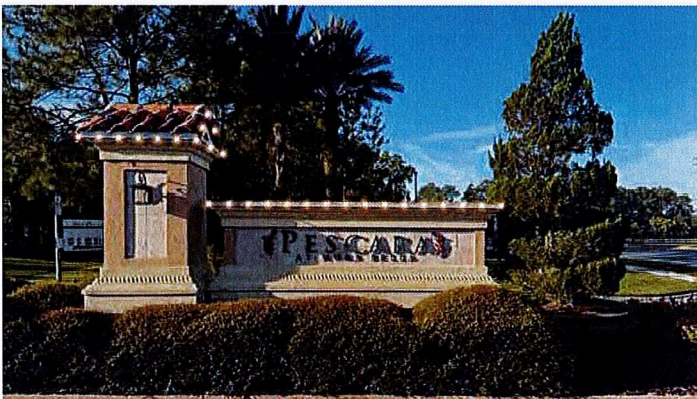
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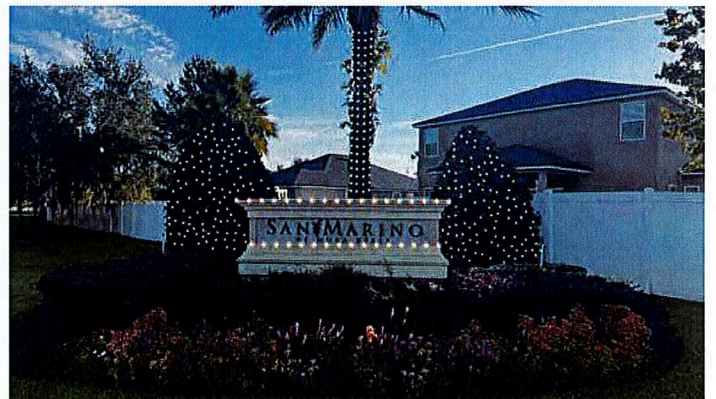
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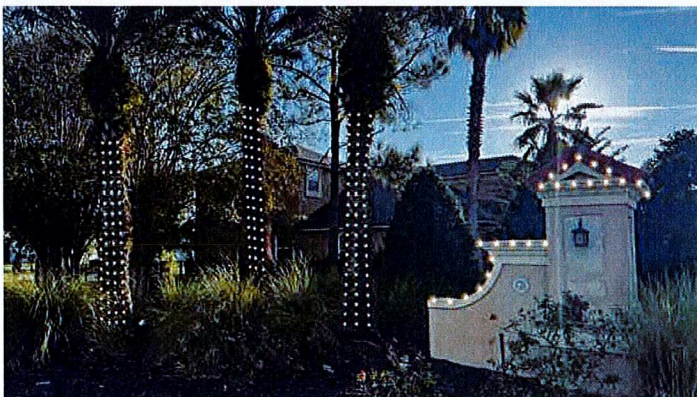
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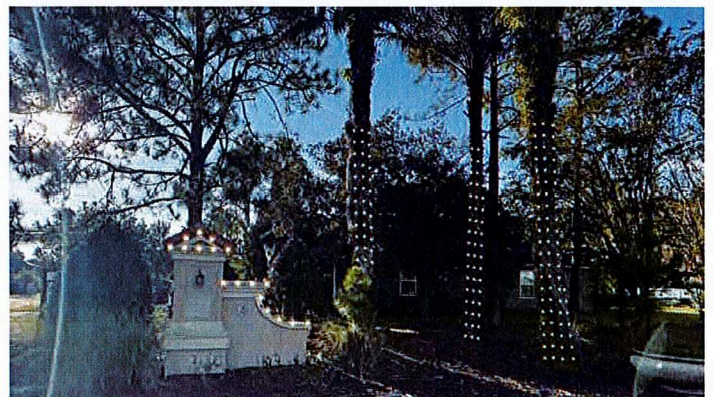
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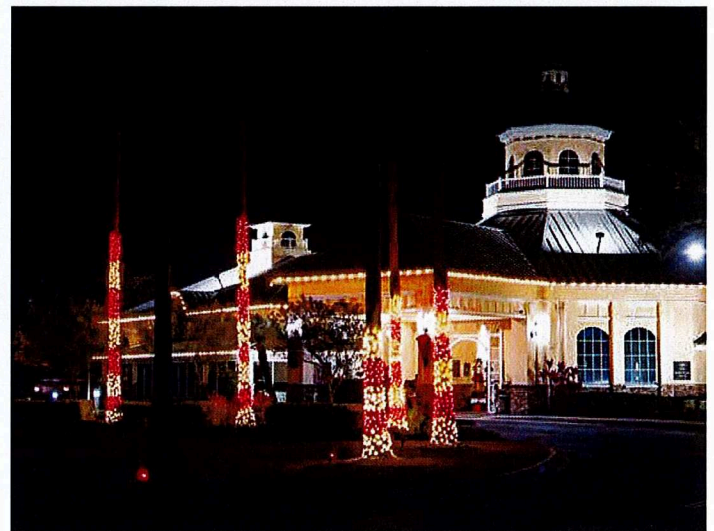
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Wreaths.png



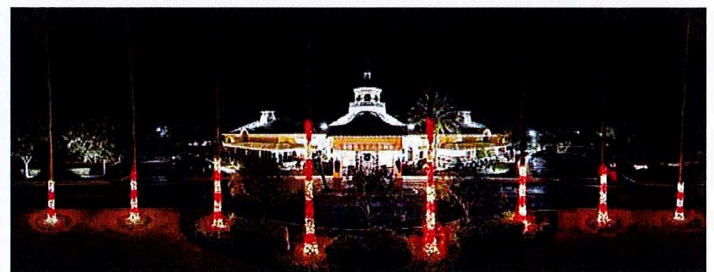
Bows.png



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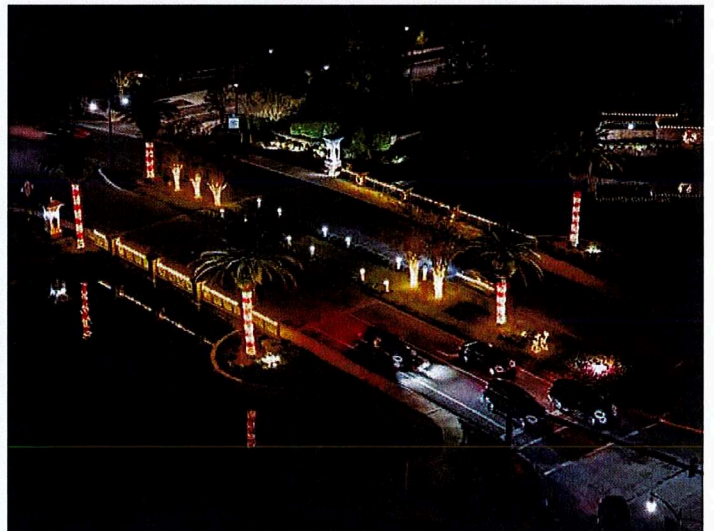
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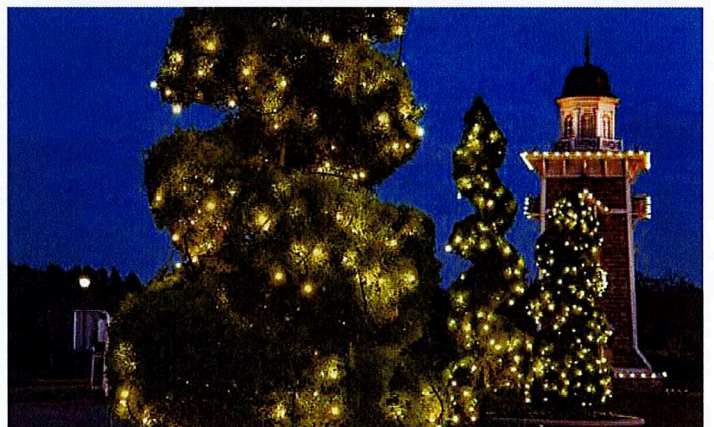
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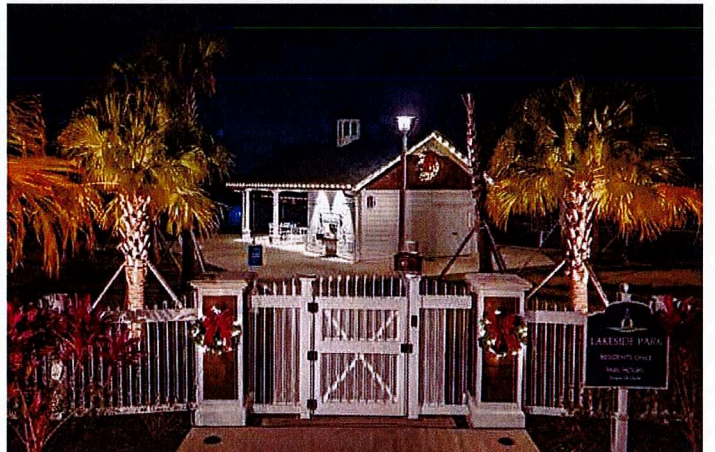
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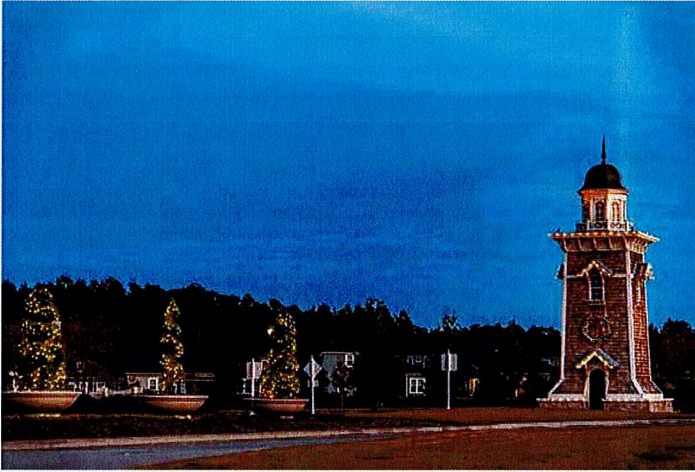
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IMG_4645 Bartram Entrance.jpg

TERMS AND CONDITIONS

Humbug Holiday Lighting of Jacksonville-St Augustine-St Johns is a trade name/DBA of *Last Man Out Enterprises, LLC* (the "Company" or **Humbug Holiday Lighting**). The Company is an independently owned and operated franchisee of the **Humbug Holiday Lighting** brand. By accepting this proposal, the person/company listed on the first page ("Customer") agrees to the terms of this document, including entering into a contract with **Humbug Holiday Lighting of Jacksonville-St Augustine-St Johns** and no other individual or entity. Customer represents that they have the full authority to enter into this agreement and authorize the lights, decorations and services described in this document. The terms of the Holiday Lighting agreement are as follows:

1. Typical Project Invoicing & Payments

- Our packages start at \$900 and increase from there. All projects must meet the \$900 minimum, unless otherwise approved by **Humbug Holiday Lighting**.
- Upon acceptance of project – 50% of the total is due.
- All deposits are non-refundable.

- If for some reason, full payment for all products, items, and services is not received within 30 days of install, a 5% monthly late fee will apply to the unpaid balance until payment is received in full and credited to the purchaser's account.
- Payments are applied to late fees first, then to remaining balance.
- If payments are not made as required, **HumbugHoliday Lighting** will consider the account in default and the customer will be responsible for the cost of collections, including reasonable attorney fees, as allowed by law.
- **HumbugHoliday Lighting** reserves the right to decline or refund services at its discretion.

2. Lighting, Displays, & Decorations Maintenance

- If any lights stop working, or there are issues with decorations and displays, minor maintenance is free of charge. Simply contact us at 904-999-0110 and someone will be there to help ASAP. However, restrictions do apply:
- Humbug Holiday Lighting will only repair lights and decorations that were provided by, and installed by **HumbugHoliday Lighting**. No items installed or provided by the client will be the responsibility of **HumbugHoliday Lighting**.
- Additionally, no customer-owned lighting or other electrical items are allowed to be plugged/tapped into the wiring and lights provided by **HumbugHoliday Lighting**.
- After December 24, a service fee will apply for maintenance requests.
- All agreements are contingent upon circumstances beyond our control, including but not limited to weather emergencies, national emergencies, acts of vandalism, theft, terrorism, changes in trade legislation, and labor disruption.
- Repair or replacement for damage to decorations and/or lighting not caused by "Acts of God" is billed hourly at a rate of \$85/hour, with a minimum of 2 hours. Any materials that need to be replaced will be billed accordingly. (Ex. Damage to driveway stakes/lights due to someone driving a car over them when exiting driveway). (Ex. Weed eater/edger cuts an electrical line.)
- We aim to complete service within 24-48 hours, based on weather and workload.
- **The customer is responsible for ensuring proper electrical supply availability of outdoor 120v plug electrical outlets.** Our installation requires functional 120v plug outlets. If there are no functional 120v plugs, or not enough 120v plug outlets, the installation will be delayed until a hired electrician installs the necessary plugs required for install.

The customer may be responsible for arranging the licensed electrician to install the necessary 120v plug outlets.

3. Installation Dates

- **All of our installation dates are on a first come first serve basis.**
- **Humbug Holiday Lighting** will try to accommodate specific requests to install displays by a certain date but cannot make any guarantees because of weather, possible staffing issues and schedule availability.
- Clients are given a date range, usually a 5-day window in which we will arrive to install, but these dates may change depending on weather conditions or other unforeseen circumstances.
- We will do its best to honor any installation window that it provides but clients must understand that changes do happen. We are not responsible for any damages occurring from not performing an installation by a specific time frame.
- Our company is closed and not available to do work for clients on the following dates: Thanksgiving Day and the subsequent day after, as well as Dec. 24th – Dec 26th, we are usually closed for service calls on weekends as well, but may be available for emergencies or special issues. **Humbug Holiday Lighting** has some projects that take precedence and may cause blackout dates for availability

4. Removal, Storage, & Ownership

- Removals begin on or around January 2 each year and continue until necessary.
- If you want to guarantee an "Early Removal" for the time December 25 and no later than Jan 7th, there is the "Early Takedown" Option available on every proposal..
- If you want to retain the lights and material past January 15th, but no later than Feb 1st there is a "Late Takedown" option available on each proposal.
- For those not taking advantage of any early or later install option, removal of decorations is scheduled by geographic location in order to maximize efficiency. Our goal is to have your holiday lights removed before January 21st, but we cannot always guarantee this time frame due to weather, which delays takedowns, coupled with the number of clients we have
- All lighting and décor materials are property of **Humbug Holiday Lighting**. **At no time will the client assume ownership of materials used.**

- **At no time is the client allowed to hire another company or person to takedown our lights. Call the office for any pressing issues or concerns.**

5. Billing Errors

- Notify us within 7 days of receiving your invoice for billing corrections. After that, charge stand as billed.

6. Discounts

- **Humbug Holiday Lighting** reserves the right to offer discounts to clients as it sees fit. **Humbug Holiday Lighting** makes no guarantees that discounts offered one year will be extended in future years. **Humbug Holiday Lighting** has the right to remove discounts based on non-payment or late payment.

7. Refunds

- All deposits are non-refundable.

8. Media Release

- Upon acceptance of the proposal I/we hereby grant **Humbug Holiday Lighting** permission to use my/our likeness in a photograph, video, or other digital media in all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all these materials will become the property of **Humbug Holiday Lighting** and will not be returned. I/we hereby irrevocably authorize **Humbug Holiday Lighting** to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful business purpose. In addition, I waive any right to inspect or approve the finished product wherein my/our likeness appears. Additionally, I/we waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge Humbug Holiday Lighting from all claims, liabilities, demands, and causes of action in which I, my heirs, representatives, executors, administrators, employees, or any other persons acting on our behalf by reason of authorization.

9. Limitations on Liability

- Maximum liability is limited to total payments received. No coverage for consequential, incidental, or legal damages.
- All materials are provided "as-is" with no warranty unless otherwise stated.

- Both parties agree to resolve disputes in good faith and waive the right to a jury trial if litigation occurs.

10. Multi-Year Agreements

- If you agree to either the 3-year/5% or 5-year/7.5% Multi-Year discount, then the appropriate discount (5% or 7.5%) would apply to each year of the agreement.
- The Early Install Discount is separate and distinct from the Multi-Year agreements, but can be combined with the Multi-Year Agreement discounts. However, the Early Install Discount is not required to be taken advantage of each year of a Multi-Year Agreement

11. Early Termination of Multi-Year Agreements

- The Customer reserves the right to terminate the Agreement prior to its natural expiration date in the event **HumbugHoliday Lighting** fails to perform according to the agreed scope of services, including but not limited to failure to respond timely to service issues or maintenance needs.

■ **Response and Cure Timeframes**

- 1. Service calls are responded to by **HumbugHoliday Lighting** within 24 hours, weather dependent.
- 2. Repair/Maintenance completed by **HumbugHoliday Lighting** within 48 hours, weather dependent. (Acts of God is separate and is covered in our Terms & Conditions).
- 3. Any identified issues must be resolved or cured within two (2) business days of acknowledgment, excluding events outside of **HumbugHoliday Lighting's** reasonable control (e.g., Acts of God, vandalism, etc.).
- 4. Failure to cure within the stated period may constitute grounds for early termination.

- **Pro-Rated Fees Upon Termination** In the event the Customer exercises its right to terminate the Agreement early, the discounted multi-year pricing previously applied will be adjusted. The total paid by the Customer for prior services rendered will be recalculated based on the standard one-year rate, and Humbug Holiday Lighting will be entitled to immediate payment of the difference between discounted and standard pricing for prior years, which shall become due upon termination.

- **Mutual Agreement on Performance Metrics**The parties agree to use the following metrics to objectively define "poor performance":
 - 1. Failure to respond to service calls within 24 hours, weather dependent.
 - 2. Failure to complete repairs or maintenance within 48 hours, weather dependent.
 - 3. Failure to cure issues without reasonable effort to cure.

Click [here](#) if you no longer wish to receive notifications or related information about this proposal

SERVICE ORDER ADDENDUM

Contractor/Vendor: Last Man Out Enterprises,
LLC d/b/a Humbug Holiday Lighting

District: Turnbull Creek Community
Development District

Proposal: Annual Holiday Lighting Contract for
a Three (3)-Year Term

Proposal Date: September 9, 2025

Additional Terms and Conditions:

The following provisions govern the services provided under the Proposal:

1. Effective Date. The agreement between the parties shall be deemed effective as of the date of the full execution of the Proposal and this Addendum, which together shall constitute the "Agreement."
2. Insurance. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

Contractor shall provide the District with a certificate naming the District and its respective officers, supervisors, agents, managers, counsel, engineers, staff and representatives as additional insureds ("Additional Insureds") on all policies above except for Worker's Compensation. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor 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.

3. Limitation on Governmental Liability. Contractor agrees that nothing in the Agreement shall constitute or be construed as a waiver of the District's sovereign immunity or limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law, 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 such limitations of liability or by operation of law. To the extent the Proposal requires any indemnification from the District, such obligation shall not be construed as a waiver of the District's sovereign immunity or limitations of liability, and shall apply only up to the monetary limits set forth in section 768.28, *Florida Statutes*.

4. Indemnification.

- a. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.
- b. Obligations under this section 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

5. Clean-Up. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. During and at completion of the services each year, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

6. Payments and Invoices. All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.

7. Default and Enforcement.

- a. A default by either party under the Agreement 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.
- b. In the event that either the District or the Contractor is required to enforce the Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- c. The Agreement and the provisions contained in the Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.
- d. To the extent any of the services described herein are classified as construction services, CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

8. Termination. The Contractor agrees that the District may terminate this Agreement in accordance with the terms and conditions of the Proposal upon any event constituting "poor performance" thereunder. Any early termination fee or pro-rated fees imposed for early termination are subject to whatever claims or off-sets the District may have against the Contractor.

9. Public Records. Contractor understands 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*, the terms of which are incorporated herein by

reference. Contractor acknowledges that the designated Public Records Custodian for the District is **Rizzetta & Company, Inc.**

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


10. E-Verify. Contractor shall comply with and perform all applicable provisions of section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
11. Foreign Influence. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contact with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.
12. Scrutinized Companies. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Agreement.
13. Anti - Human Trafficking. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.
14. Conflicts. To the extent that the provisions of this Addendum and the provisions of the Proposal conflict, this Addendum controls.

[Signatures on Following Page]

[Signature Page to Service Order Addendum]


CONTRACTOR:

**LAST MAN OUT ENTERPRISES,
LLC D/B/A HUMBUG HOLIDAY
LIGHTING**


By: Josh Ambrose
Its: Owner
Date: 9/23/25

DISTRICT:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**


Turnbull Creek Community Development District
Chairperson, Board of Supervisors
Date: 09/24/2025

9-24-25 - Turnbull Creek CDD - Holiday Lighting Agreement - Humbug

Final Audit Report

2025-09-24

Created:	2025-09-24
By:	Benjamin Pfuhl (bpfuhl@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2TOI7Z_F0Tsc5S37je469IKRqb7Ikqlq

"9-24-25 - Turnbull Creek CDD - Holiday Lighting Agreement - Humbug" History



Document created by Benjamin Pfuhl (bpfuhl@rizzetta.com)

2025-09-24 - 7:47:12 PM GMT



Document emailed to Chris DelBene (cmdelbene@outlook.com) for signature

2025-09-24 - 7:47:25 PM GMT



Email viewed by Chris DelBene (cmdelbene@outlook.com)

2025-09-24 - 10:23:31 PM GMT



Document e-signed by Chris DelBene (cmdelbene@outlook.com)

Signature Date: 2025-09-24 - 10:27:00 PM GMT - Time Source: server



Agreement completed.

2025-09-24 - 10:27:00 PM GMT



Adobe Acrobat Sign

Exhibit B

Proposal/ Contract

Jim - Murabella Amenity Center
Murabella Amenity Center
904-759-9833

Customers will be charged \$35.00 for returned checks for payment. Customer is responsible for any legal fees due to non payment. Once a proposal is signed, this is a binding contract. Proposal is valid for 5 days. CANCELLED ORDERS WILL BE SUBJECT TO A 50% RESTOCKING FEE. Payment Terms: 50% Deposit & Balance Due on Completion There is a 3.5% Convenience Fee to pay by card.