



Wrathell, Hunt and Associates, LLC

December 15, 2017

Jennifer Kilinski
Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301

Re: Turnbull Creek Community Development District Proposal for District Management Services

Dear Ms. Jennifer Kilinski:

It is my pleasure to submit the following Proposal for District Management Services for the Turnbull Creek Community Development District. Our submittal outlines the qualifications of Wrathell, Hunt and Associates, LLC, in hopeful anticipation of providing services to the Turnbull Creek Community Development District.

Wrathell, Hunt and Associates, LLC, specializes in managing and servicing over 70 special taxing districts in Florida and the Southeastern United States. Our clients include various types of governments in the aforementioned states. We believe that our submittal demonstrates that our firm is uniquely qualified to manage the Turnbull Creek Community Development District.

Thank you for your consideration of our proposal. We welcome the opportunity to work with the District Board of Supervisors and its team of professionals. Should you have any questions or require additional information, please feel free to contact me directly at (904) 386-0186 or mcgaffneym@whhassociates.com.

Most respectfully,

A handwritten signature in blue ink, appearing to read 'H. McGaffney'.

Howard McGaffney
District Manager

**TURNBULL
CREEK
COMMUNITY
DEVELOPMENT DISTRICT**

**RESPONSE TO REQUEST FOR
PROPOSALS**

A) Qualifications of Firm

Our Principals and Associates represent an impressive depth of experience addressing community services. This depth is complemented by the firm's founding principle of substantive service provision, not just form. Our services are uniquely tailored for each of our clients with precision and accuracy in meeting their requirements of local and state governments, as well as the new residents of each community. Wherever our expertise is needed, you can be assured that we will be there – whether it's North Florida, Central Florida, the Treasure Coast, the West Coast, the Panhandle or anywhere in the Southeastern United States.

Craig A. Wrathell, President & Partner

Mr. Wrathell has worked in the private sector since 1998, serving public as well as private sector clients. During this time, his experience included managing over 120 Community Development Districts and Special Act Districts throughout the states of Florida, Alabama, Louisiana, Mississippi and Georgia, developing and administering District Budgets totaling over \$150 million in annual revenues to fund administrative, operational and maintenance needs, water and wastewater utility operations, and debt service obligations, as well as administering the issuance of over \$850 million in tax exempt municipal bonds for community improvements. In addition to Mr. Wrathell's Special District administrative expertise, he has extensive experience in the establishment of Community Development Districts as well as developing and designing tax exempt bonds for eligible public infrastructure capital financing programs all designed to meet client needs and expectations.

Mr. Wrathell has also served as the first City Manager for the City of Marathon, in the Florida Keys State Area of Critical Concern, for over two and one-half (2½) years; he established all municipal departments, developing and implementing community redevelopment initiatives, and administering municipal government in a sound fiscal manner; resulting in \$4.3 million in reserves earmarked to be utilized for infrastructure related capital improvements.

Mr. Wrathell graduated from University of Miami in 1997 with a Master of Arts in International Studies (majoring in International Business) and in 1995 with a Bachelor of Arts in Political Science from Florida Atlantic University.

Pfilip G. Hunt, Jr., Vice President & Partner

Mr. Hunt is a licensed investment banker who has worked in the public finance field since 1986, and focused on the special district sector since starting WHA in 2005. During this time, he has financed over \$20 billion in municipal public bond issuance and derivatives. He has also created, financed and/or managed Community Development Districts and Special Districts throughout the States of Florida, Alabama, Mississippi, Louisiana, and North Carolina.

Prior to entering the public finance industry, Mr. Hunt worked in finance and marketing in Jeddah and Dhahran, Saudi Arabia and Jakarta, Indonesia from 1982 through 1984.

Mr. Hunt graduated from Florida State University, Tallahassee, Florida in 1984 with a BS degree in Finance and Economics and in 1985 with an MBA degree in Finance. He is currently licensed with Finra and the SEC holding the series 7, 24, 27, 53, 63 securities licenses.

Michal Szymonowicz, Director of Financial Services

Mr. Szymonowicz has worked in the business of financial services for special district and private clients since 1998. His primary responsibilities included assisting in the establishment of special districts, development of capital infrastructure funding totaling nearly \$750 million, development and preparation of annual budgets in excess of \$50 million and strategic financial planning and financial analysis for private and public-sector clients. Serving special district clients, Mr. Szymonowicz has also prepared special assessment methodologies for 50 special district bond issuances totaling over \$500 million, developed a utility rate study for a water and wastewater utility company with over 3,000 individual and business customers and annually concurrently administered multiple special assessment rolls with over 25,000 parcels.

In addition, Mr. Szymonowicz has over five (5) years of varied municipal experience, which included annual budget preparation for the cities of Weston and Marathon, Village of Key Biscayne and Town of Southwest Ranches totaling over \$120 million, development of a ten-year strategic capital and operating plan for the City of Weston, preparation of fire protection services special assessment methodology, administration of investment portfolios valued at over \$100 million, and assistance in GASB 34 implementation. Mr. Szymonowicz's work has been recognized by the Government Finance Officers Association of the United States and Canada with multiple Distinguished Budget Presentation and Excellence in Financial Reporting Awards.

Mr. Szymonowicz graduated from Florida Atlantic University in 1998 with a Master of Science in Economics (with concentration in Finance) and in 1996 with a Bachelor of Arts in Economics (with concentration in International Economics).

Chris Kadowaki, Financial Analyst

Mr. Kadowaki joined the firm in January of 2017 with experience in budget analysis and investments. His experience with financial analysis and investments includes working within a corporate financial planning and analysis team, as well as providing individual and institutional investment advisory services. His responsibilities include assisting in the establishment of special districts, preparation of annual budgets, assisting in the development of capital infrastructure funding and serving as Dissemination Agent.

He graduated from Central Michigan University in May 2013 earning a BSBA majoring in Finance and Economics.

Chesley "Chuck" E. Adams, Jr., Director of Operations

For the past 24 years, Mr. Adams has specialized in the creation and oversight of operational and capital improvement budgets and programs including, but not limited to, roads and right-of-ways, landscaping, amenities, district facilities, stormwater management, parks and recreation, security, and wastewater and reuse utility systems; serving in the capacity of Director of Operations or as District Manager for over 25 Chapter 190 F.S. Community Development Districts, with annual operating budgets exceeding \$25 million.

Mr. Adams has most recently overseen several capital improvement and infrastructure expansion projects; including the planning, permitting, and construction of three (3) in-house maintenance facilities valued at approximately \$750,000 each, as well as the expansion to an irrigation supply, distribution, and pumping program valued at approximately \$2 million. Additionally, Mr. Adams initiated, developed and implemented a \$3 million capital improvement program for a maturing premier master-planned community in an effort to meet expanding community service needs and remain competitive with neighboring communities. As part of the planning process, Mr. Adams was able to identify sufficient project diversity to qualify for three (3) Florida Recreational Development Assistance Program (FRDAP) Grants. This client became the first Community Development District in the state to receive FRDAP grant funding when it was awarded all three (3) of the FRDAP grants totaling \$550,000.

In addition to Mr. Adams's Special Taxing District experience, he also served as the first Director of Community Services for the City of Marathon, in the Florida Keys State Area of Critical Concern, for over one and one-half (1½) years.

During that assignment, Mr. Adams was tasked with identifying and upgrading basic public works and recreational services as well as developing and implementing a complimentary capital improvement program to enhance the quality of life for the residents, business owners, and visitors to the community. Some notable capital projects

included a \$2.2 million beach redevelopment project for which he secured \$400,000 in FRDAP grants, and a \$500,000 community park expansion for which he received a \$200,000 FRDAP grant, as well as initiated planning and grant writing to acquire and construct a community Aquatic Center/Events Field.

Cleo Adams, Assistant Client Services Manager

Ms. Adams experience includes the management of housing developments ranging in size from 580 units to 2,700 units. Her responsibilities included the monitoring and maintenance and office personnel and the hiring and monitoring of contractors for community projects. She was responsible for budgets in excess of \$2 million in addition to accounts receivables, payables and payroll.

She served as liaison between board members and attorneys, accountants, engineers and city building departments as well as representative for court litigations. Ms. Adams was a member of the Design Review Committee.

Ms. Adams is expert in managing District infrastructure, facilities, landscape programs and amenities at a high level and in a cost efficient manner.

Howard "Mac" McGaffney, District Manager

Howard has been part of the WHA team, serving as the District Manager representing the North Florida region since 2013.

Howard served our country honorably for 14 years in the United States Navy and is a veteran of the Persian Gulf War. His selfless dedication to our country and humble service is a key indicator of his desire to serve others.

Howard is recognized statewide as an extremely knowledgeable and efficient District Manager. Prior to coming on board with WHA, Howard held the positions of Director of Facilities and Aquatics/Senior Level Accounts Manager for Florida's largest amenity management and aquatics facilities management Company. Howard brings a diverse level of retail, commercial and operational management experience to WHA.

After moving to Florida in 2007, he continued building on his management career by working in some of Florida's largest profile communities. His dedicated and resourceful management style has garnered respect in many of Florida's communities and his operational experience has assisted Community Development Districts to operate effectively and efficiently. His core competencies in Operations Management, Capital Improvement Planning, Facilities Management, Vendor Management, Strategic Planning and Communications, Establishing Operating Budgets, Internal Auditing and Emergency

Management give Howard the experience and knowledge to service our clients in a highly successful manner.

Cindy Cerbone, District Manager

Ms. Cerbone has worked in the financial and operational areas of both public and private companies spanning the construction, service and manufacturing industries. Her background and expertise includes all areas of accounting and finance, as well as information technology and process improvements. Some of her more detailed core competencies are related to business strategy and management, financial reporting, merger & acquisition integrations, compliance, and audits.

Ms. Cerbone was most recently the Corporate Controller for Dycom Industries, Inc., a publicly held company focused on specialty contracting services to the telecommunications and infrastructure industry. Previous to Dycom, Ms. Cerbone was the Vice President of Accounting & Financial Services for CEMEX, Inc. , an international provider of construction and building materials. Prior to CEMEX, Ms. Cerbone worked for several subsidiaries of Waste Management as well as the corporate office of Waste Management.

Ms. Cerbone is a native Floridian and earned an MBA from Palm Beach Atlantic University and a Bachelor of Science in Accounting from the University of Kentucky.

Robert “Bob” Rebey, Assistant District Manager

Bob has a very distinguished set of skills and career experiences. Prior to joining ***Wrathell, Hunt and Associates, LLC***, Bob worked for 7 years as a licensed Condominium Association Manager for a very prestigious high-rise property in Sarasota, FL overseeing building systems and grounds maintenance through outside contractors. Under his direct Supervision the property reduced its utility and maintenance costs by 15% and as a result the property was presented the 2013 Florida Properties of Excellence Award for energy conservation initiatives. Previous to this position, Bob spent 10 years working for the Ritz-Carlton of Sarasota as the Assistant Director of Engineering with total building, systems and grounds management responsibility. While under his direct Supervision, the property received the Governor’s Sterling Award. He also served as the Corporate Trainer for new facilities start-ups both domestically and internationally.

Daphne Gillyard, Director of Administrative Services

Ms. Gillyard has 15 years of business development experience. Her experience includes public and private sector proposal development, database management, and graphic design. Ms. Gillyard was responsible for the implementation and management of a

corporate-wide collateral materials quality assurance/quality control program for one of the largest consulting firms in South Florida.

Ms. Gillyard is responsible for records management procedures and implementation guidelines through the Florida Department of State, Division of Library and Information Services and Bureau of Archives and Records Management.

Ms. Gillyard's department is responsible for preparing agendas for Board meetings and workshops, gathering information for meeting agenda packets, and notifying Board Members, appropriate District staff, news media, and other interested parties of dates and times of Board meetings; indexes and prepares minutes as historical account for public inspection; prepares follow-up correspondence to notify departments and/or individuals of actions required by Board; informs news media and/or general public of Board actions in response to inquiries or as otherwise deemed appropriate.

Ms. Gillyard is officially responsible for the Districts' seals and the retention of official records including minutes, records of District appointed/elected boards and committees, resolutions, contracts, agreements, and leases, etc., in accordance with the Florida Statutes; prepares official copies of documents including resolutions and meeting minutes as adopted by the Board; certifies legal documents on behalf of the Districts. Daphne is also responsible for legal advertisements as well as scheduling and coordinating meetings for over 60 Districts.

The Administrative Services Department handles scheduling and travel arrangements including hotel, airline and car rental reservations.

Deborah Tudor, Senior Administrative Services Coordinator

Ms. Tudor has over 20 years of Records Management experience. Her considerable knowledge includes customer service, accounts receivable, collections and database management. She specialized in maintaining large databases for municipal water and sewer clients including coordinating all correspondence with residents, attorneys and title companies.

Ms. Tudor assists in the preparation of agendas for Board meetings and workshops. She transcribes the minutes of the meetings and workshops and assists in the management of the districts' records.

Diana Singleton, Administrative Services Coordinator

Ms. Singleton has over 15 years of experience in administrative, paralegal and management positions in environmental and legal fields. Diana graduated from New Mexico State University with a Master of Arts in Elementary Education. Her

undergraduate degree, Bachelor of Science in Elementary Education was obtained from the University of Nebraska – Lincoln.

Ms. Singleton assists in the preparation of agendas for Board meetings and workshops. She transcribes the minutes of the meetings and workshops and assists in the management of the districts' records.

Jeffrey Pinder, Controller

Mr. Pinder has a comprehensive understanding of independent special districts, Generally Accepted Accounting Principles (GAAP) and Florida law as it relates to governmental financial reporting. His experience includes 13 years of governmental accounting, nine (9) of which were in public accounting. He concentrated exclusively on audits of governmental entities, which included cities, towns, utility authorities and well over 100 special districts during six (6) of the nine (9) years of public accounting. These entities have provided Mr. Pinder with an in depth understanding of internal controls. Some of these entities have annual revenues that exceed \$100 million and most have bond issuances of \$5 to 75 million.

In addition, Mr. Pinder provided budgeting services for Marriott International's west coast construction projects, which were in excess of \$750 million, and attestation services for the Italian embassy in regards to billings related to the construction of their facilities.

Mr. Pinder's continued focus on governmental accounting ensures that the Districts managed by ***Wrathell, Hunt and Associates LLC*** are in compliance with the Government Accounting Standards Board, Florida Auditor General and GAAP.

Mr. Pinder earned a Bachelor of Business Administration in Accounting from Florida Atlantic University. Jeff is a member of the Florida Government Finance Officers Association.

Rouyi Pan, Accounting Manager

Ms. Pan has 13 years of varied private and public-sector accounting, financial reporting and auditing experience. During her career, she worked in the areas of general accounting, taxation, payroll, internal control, investment compliance, financial reporting, Financial and Governmental Accounting Standard Boards (FASB and GASB) rule implementation and compliance, as well as trained and supervised staff.

Ms. Pan is a Certified Public Accountant (CPA) and is a member of American Institute of Certified Public Accountants (AICPA) and Florida Institute of Certified Public Accountants (FICPA).

Ms. Pan graduated from Florida Atlantic University with a Bachelor of Business Administration in Accounting and a Masters of Accounting.

Lucy Marte, Staff Accountant

Ms. Marte has 25 years of experience as an accountant, which includes but is not limited to the management of the daily business operations including: day-to-day cash flow management, bank reconciliations and financial statements, payroll operations and reports, Qualified Public Depositor filings, accounts payable, and account analyses.

Stephanie Schackmann, Staff Accountant

Ms. Schackmann joined our firm with experience in accounts payable, accounts receivable, customer relations and a strong understanding of modified accrual accounting. Stephanie graduated from Florida Atlantic University in August 2011 having earned her undergraduate degree in accounting. Stephanie also graduated with her Master's Degree in Accounting from Florida Atlantic University in December 2013. Her focus is primarily on accounts payable, day-to-day cash flow management and a variety of special projects which include account reconciliations and variance analysis.

Katherine Vemeyer, Staff Accountant

Ms. Vemeyer joined our firm in October of 2015 with experience in accounts receivables, accounts payables, customer billing, and inventory management. She graduated from Florida Atlantic University in August 2015 and is currently studying for the Certified Public Accounting exam. Her position involves accounts payable, cash and trust statement reconciliations and district funding.

Cristina Carol, Staff Accountant

Ms. Carol joined our firm in June of 2017 with experience in accounts receivable and customer billing. Nina graduated from Florida Atlantic University in August of 2014, having earned her undergraduate degree in accounting. Nina has since completed the additional 30 graduate credit hours in Accounting and is now studying for the Certified Public Accounting Exam. Her position involves accounts payable, cash and trust statement reconciliations, and district funding.

B) Minority Business Enterprise

Wrathell, Hunt and Associates, LLC is not a certified minority business enterprise.

C) Time and Budget Requirements

Customer Service Principles

Wrathell, Hunt and Associates, LLC, is dedicated to delivering the highest level of customer service to our clients and the depth of experience with our professional staff uniquely qualifies our firm to deliver the services that are needed ... now and in the future. We are a business consulting firm like no other. We help clients solve their toughest problems and their biggest challenges, the sort of hurdles that require the unique capabilities of our team of top-caliber professionals.

Our expertise ranges across key business issues and deep into our industry. Our business experience is real and so are the results we bring to our clients. We help our clients unlock value in the use of districts to market, finance, and develop a business strategy, to effectively supply and deliver essential services to the community you represent.

We accomplish our mission and deliver superior customer service by:

- Establishing strong personal relationships with our clients and consistently delivering service that exceeds our clients' expectations
- Staffing each and every project with the most qualified members of our team including Partners and Associates and ensuring our professional expertise is provided at the most reasonable cost
- Soliciting our clients' comments and suggestions as to our performance
- Serving our communities as good citizens with the highest ethical and moral standards
- Employing a team of cross-trained professionals in the following disciplines:
 - Accounting
 - Budget and Finance
 - District Management
 - Operations Management
 - Assessment Methodology Development
 - Assessment Roll Development and Maintenance
 - Utility Billing
 - Records Management
 - Customer Service
 - Administration
 - Dissemination Agent

By submitting this proposal and subsequently to being selected, ***Wrathell, Hunt and Associates, LLC*** is committing itself contractually to meet time and budget requirements of District Management services for the Turnbull Creek Development District.

D) Past Experience and Performance

The following table represents the complete list of clients served by **Wrathell, Hunt and Associates, LLC**, in the capacity of District Manager since the Firm's inception and presents the recent and current workload for **Wrathell, Hunt and Associates, LLC**.

Client Name	Location	Period Served
Arlington Ridge CDD	Lake County, FL	2007 - 2014
Aventura Isles CDD	Miami-Dade County, FL	2013 - present
Babcock Ranch CISD	Charlotte & Lee Counties, FL	2017 - present
Bay Creek CDD	Lee County, FL	2005 - present
Bayside Improvement CDD	Lee County, FL	2005 - present
Beach Road Estates CDD	Lee County, FL	2008 – 2017, dissolved
Beach Road Golf Estates CDD	Lee County, FL	2008 - present
Belle Fontaine Improvement District	Mobile County, AL	2008 – 2014, resigned
Big Cypress Stewardship District	Collier County, FL	2006 - 2008
Bonita Landing CDD	Lee County, FL	2016 - present
Boynton Village CDD	Palm Beach County, FL	2007 - present
Brooks of Bonita Springs I CDD	Lee County, FL	2005 - present
Brooks of Bonita Springs II CDD	Lee County, FL	2005 - present
Brookstone CDD	Manatee County, FL	2017 - present
Canton Marketplace CID	Cherokee County, GA	2010 - present
Chaparral CDD	Brevard County, FL	2013 - 2014, resigned
Cory Lakes CDD	Hillsborough County, FL	2015 - present
Cypress Shadows CDD	Lee County, FL	2006 - 2008
Creekside at Twin Creeks CDD	St. Johns County, FL	2015 - present
Deering Park Center CDD	Volusia County, FL	2014 - present
DP1	St. Johns County, FL	2017 - present
East Bonita Beach Road CDD	Lee County, FL	2008 - present
East Nassau Stewardship District	Nassau County, FL	2017 - present
Eastlake PID	Rankin County, MS	2008 - 2011, resigned
Fallschase CDD	Leon County, FL	2008 - present
Farmton Brevard CDD	Brevard County, FL	2016 - present
Fiddlers Creek CDD 1	Collier County, FL	2005 - present
Fiddlers Creek CDD 2	Collier County, FL	2005 - present
Grand Haven CDD	Flagler County, FL	2010 - present
Hamal CDD	Palm Beach County, FL	2012 - present
Harmony West CDD	Osceola County, FL	2017 - present
Heritage Harbour Market Place CDD	Manatee County, FL	2008 - 2008
Heritage Harbour North CDD	Manatee County, FL	2006 - 2008
Heritage Harbour South CDD	Manatee County, FL	2007 - 2008

Client Name	Location	Period Served
Heritage Pines CDD	Pasco County, FL	2007 - present
Hunter's Ridge CDD No. 1	Flagler County, FL	2014 - present
Hunter's Ridge Oaks CDD No. 1	Flagler County, FL	2016 - present
Huntington Hammocks CDD	Hernando County, FL	2008 - 2014, dissolved
Indiantown CDD	Palm Beach County, FL	2013 - present
Key Marco CDD	Collier County, FL	2005 - 2006
Julington Creek Plantation CDD	St. Johns County, FL	2015 - present
Lake Powell Residential Golf CDD	Bay County, FL	2006 - present
Lakeside Plantation CDD	Sarasota County, FL	2007 - 2009, resigned
Landmark at Doral CDD	Miami-Dade County, FL	2007 - present
Legacy Springs ID No. One	St. Clair County, AL	2007 - 2014, resigned
Lost Rabbit PID	Madison County, MS	2008 - 2012, resigned
McGowin Park ID	Mobile County, AL	2013 - present
Mediterra North CDD	Lee County, FL	2005 - present
Mediterra South CDD	Collier County, FL	2005 - present
Miami World Center CDD	Miami-Dade County, FL	2015 - present
Midtown Miami CDD	Miami-Dade County, FL	2014 - present
Miromar Lakes CDD	Lee County, FL	2005 - 2012
Miromar Lakes South CDD	Lee County, FL	2015 - present
Moody River Estates CDD	Lee County, FL	2005 - present
Naples Reserve CDD	Collier County, FL	2013 - present
Orange Blossom Groves CDD	Collier County, FL	2016 - present
Orange Blossom Ranch CDD	Collier County, FL	2016 - present
Osprey Oaks CDD	Palm Beach County, FL	2008 - present
Palm Bay CDD	Hillsborough County, FL	2005 - present
Parklands Collier CDD	Collier County, FL	2006 - 2015, dissolved
Parklands Lee CDD	Lee County, FL	2005 - present
Parklands West CDD	Lee County, FL	2005 - present
Pebble Ridge CDD	Polk County, FL	2008 - 2017, dissolved
Renaissance Cooperative District	Baldwin County, AL	2008 - present
Renaissance Improvement District	Baldwin County, AL	2008 - present
Richland CDD	East Baton Rouge Parish, LA	2010 - 2017
River Hall CDD	Lee County, FL	2015 - present
River Ridge CDD	Lee County, FL	2005 - present
Sarasota National CDD	Sarasota County, FL	2006 - present
Seaside Village CDD	Franklin County, FL	2008 - 2014, dissolved
Southern Hills Plantation I CDD	Hernando County, FL	2015 - present
Southern Hills Plantation III CDD	Hernando County, FL	2015 - present
Stonebridge at Lake Martin ID	Tallapoosa County, AL	2008 - 2013, resigned

Client Name	Location	Period Served
Stonebridge PID	Rankin County, MS	2010 – 2011, resigned
Stonegate CDD	Miami-Dade County, FL	2011 - present
Stonelake Ranch CDD	Hillsborough County, FL	2009 - 2010
Stoneybrook CDD	Lee County, FL	2006 - present
Stoneybrook Oaks CDD	Desoto County, FL	2006 – 2014, resigned
Sunshine WCD	Broward County, FL	2008 - present
The Cooperative District of the City of Valley Alabama – Venue Project	Chambers County, AL	2008 – 2014, resigned
The Cooperative District of Chambers County – GVDG Project	Chambers County, AL	2008 - 2017, resigned
The Cooperative District of Houston County – Country Crossing Project	Houston County, AL	2009 - present
The Cooperative District of the City of Lanett, Alabama – The Landing at the Venue Project	Chambers County, AL	2008 - 2017, resigned
The Horizons Improvement District	St. Clair County, AL	2008 – 2014, resigned
The Improvement District of Chambers County – Country Club Road Project	Chambers County, AL	2008 - 2017, resigned
The Improvement District of Chambers County – Quail Run/Quail Hollow Project	Chambers County, AL	2008 - 2017, resigned
The Improvement District of the City of Lanett, Alabama – The Landing at the Venue Project	Chambers County, AL	2008 - 2017, resigned
The Improvement District of the City of Valley Alabama – Venue Project	Chambers County, AL	2008 - 2017, resigned
The Improvement District of Houston County – Country Crossing Project	Houston County, AL	2009 - present
The West Pace Village Cooperative District	Lee County, AL	2010 - present
The West Pace Village Improvement District	Lee County, AL	2010 - present
Tomoka Town Center CDD	Volusia County, FL	2015 - present
Toscana Isles CDD	Sarasota County, FL	2014 - present
Twin Creeks North CDD	St. Johns County, FL	2016 - present
Twelve Oaks Improvement District	St. Clair County, AL	2008 - 2015, resigned
University Square CDD	Lee County, FL	2005 - 2011, 2015 - present
Verandah East CDD	Lee County, FL	2006 - present
Verandah West CDD	Lee County, FL	2005 - present

Client Name	Location	Period Served
Waterford Landing CDD	Lee County, FL	2006 - present
Wentworth Estates CDD	Collier County, FL	2006 - 2012
WildBlue CDD	Lee County, FL	2017 - present
Willow Hammock CDD	Manatee County, FL	2017 - present

Creekside at Twin Creeks Community Development District

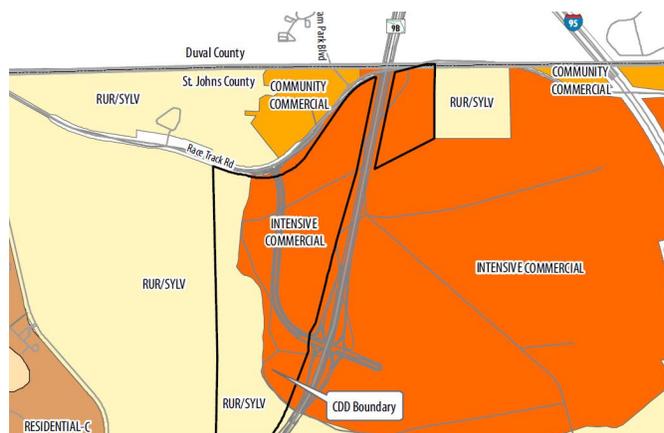
St. Johns County



Date Established: August 18, 2015
Size: 255 Acres
Bonds Issued: \$15,515,000
District Services: Landscape maintenance, irrigation repairs, and road maintenance
Operating Budget: \$106,046
Delivery Method: Qualified private contractor

DP1

St. Johns County



Date Established: July 18, 2017
Size: 261 Acres
District Services: Landscape maintenance, irrigation repairs, and road maintenance
Operating Budget: \$117,752
Delivery Method: Qualified private contractor

Julington Creek Planataion Community Development District

St. Johns County



Date Established: August 15, 1994
Size: 4,120 Acres
Bonds Issued: \$23,248,000
District Services: Water management, street lighting, landscaping, roadway services, aquatics, child watch, fitness, housekeeping, sportsplex, swim teams, and tennis
Operating Budget: \$3,298,107
Delivery Method: District Staff and qualified private contractor

Twin Creeks North Community Development District

St. Johns County

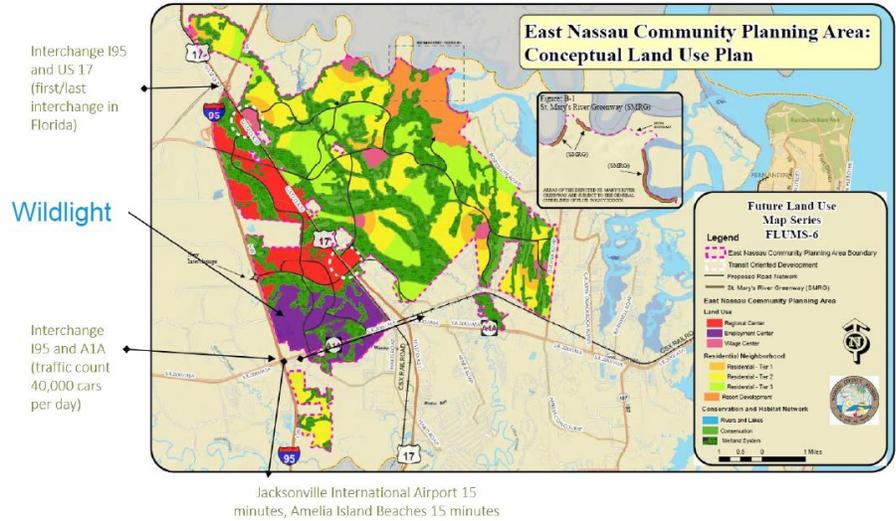


Date Established: March 15, 2016
Size: 953 Acres
Bonds Issued: \$31,500,000
District Services: Water management, street lighting, landscaping, and roadway services
Operating Budget: \$852,861
Delivery Method: Qualified private contractor

East Nassau Stewardship District
Nassau County

East Nassau Sector Plan

24,000-Acre Sector Plan allows for buildout of 24,000 DU & 11 MSF of commercial uses



Jacksonville International Airport 15 minutes, Amelia Island Beaches 15 minutes



Date Established:	June 6, 2017
Size:	23,600 Acres
District Services:	Wetland and conservation maintenance, street lighting, landscaping, and roadway services
Operating Budget:	\$223,695
Delivery Method:	Qualified private contractor

E) Office Locations

Wrathell, Hunt and Associates, LLC is headquartered in Boca Raton, Florida and maintains an additional two (2) regional offices. A listing of our offices is presented below. Please note that the individual proposed as the District Manager for the Turnbull Creek CDD is a resident of and has an office in St. Johns County.

Corporate Headquarters

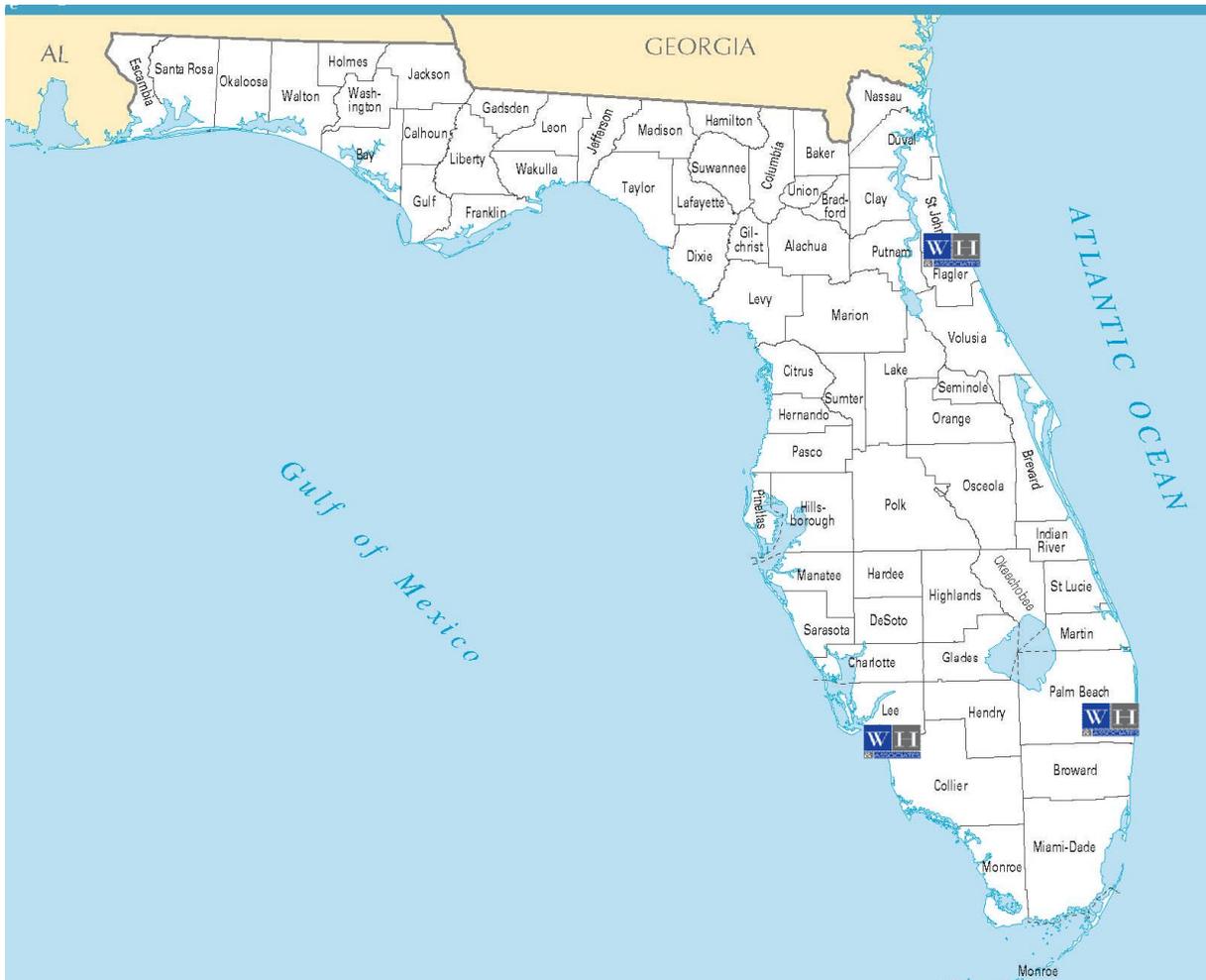
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010
Fax: (561) 571-0013

St. Johns County Office

162 S. Prairie Lakes Dr.
St. Augustine, Florida 32084
Phone: (904) 386-0186

Lee County Office

9220 Bonita Beach Road, Suite 214
Bonita Springs, Florida 34135
Phone: (239) 498-9020



F) Current Listing of Districts Managed by Wrathell, Hunt & Associates

FLORIDA DISTRICTS	COUNTY
Aventura Isles CDD	Miami-Dade
Babcock Ranch CISD	Charlotte and Lee
Bay Creek CDD	Lee
Bayside Improvement CDD	Lee
Beach Road Golf Estates CDD	Lee
Bonita Landing CDD	Lee
Boynton Village CDD	Palm Beach
Brooks of Bonita Springs CDD	Lee
Brooks of Bonita Springs II CDD	Lee
Brookstone CDD	Manatee
Cory Lakes CDD	Hillsborough
Creekside at Twin Creeks CDD	St. Johns
Deering Park Center CDD	Volusia
DP1 CDD	St. Johns
East Bonita Beach Road CDD	Lee
East Nassau Stewardship District	Nassau
Fallschase CDD	Leon
Farmton Brevard CDD	Brevard
Fiddler's Creek CDD #1	Collier
Fiddler's Creek CDD #2	Collier
Grand Haven CDD	Flagler
Hamal CDD	Palm Beach
Harmony West CDD	Osceola
Heritage Pines CDD	Pasco

FLORIDA DISTRICTS	COUNTY
Hunter's Ridge CDD No. 1	Flagler
Hunter's Ridge Oaks CDD No. 1	Flagler
Indiantown CDD	Martin
Julington Creek Plantation CDD	St. Johns
Lake Powell Residential Golf CDD	Bay
Landmark at Doral CDD	Miami-Dade
Mediterra North CDD	Lee
Mediterra South CDD	Collier
Miami World Center CDD	Miami-Dade
Midtown Miami CDD	Miami-Dade
Miromar Lakes South CDD	Lee
Moody River Estates CDD	Lee
Naples Reserve CDD	Collier
Orange Blossom Groves CDD	Collier
Orange Blossom Ranch CDD	Collier
Osprey Oaks CDD	Palm Beach
Palm Bay CDD	Hillsborough
Parklands Lee CDD	Lee
Parklands West CDD	Lee
Pebble Ridge CDD	Polk
River Hall CDD	Lee
River Ridge CDD	Lee
Sarasota National CDD	Sarasota
Southern Hills Plantation I CDD	Hernando
Southern Hills Plantation III CDD	Hernando
Stonegate CDD	Miami-Dade
Stoneybrook CDD	Lee
Sunshine Water Control District	Broward

FLORIDA DISTRICTS	COUNTY
Tomoka Town Center CDD	Volusia
Toscana Isles CDD	Sarasota
Twin Creeks North CDD	St. Johns
University Square CDD	Lee
Verandah East CDD	Lee
Verandah West CDD	Lee
Waterford Landing CDD	Lee
WildBlue CDD	Lee
Willow Hammock CDD	Manatee

OUT OF STATE DISTRICTS	STATE
Canton Marketplace Community Improvement District	Georgia
McGowin Park Improvement District	Alabama
Renaissance Cooperative District	Alabama
Renaissance Improvement District	Alabama
The Cooperative District of Houston County – Country Crossing Project	Alabama
The Improvement District of Houston County – Country Crossing Project	Alabama
The West Pace Village Cooperative District	Alabama
The West Pace Village Improvement District	Alabama

G) Proposed District Manager and Other Key Team Members

Wrathell, Hunt and Associates, LLC is services-oriented because we know that no matter how experienced and credentialed an organization or an individual is, the sole measure of service success to the client is performance. Accordingly, we would like to propose Mr. Howard McGaffney, District Manager for **Wrathell, Hunt and Associates, LLC**, as District Manager for the Turnbull Creek Community Development District. Mr. McGaffney specializes in budgeting, administration, financial analysis, capital improvement planning and strategic planning, operational management, strategic communications, planning and building strategic partnerships, permitting and compliance, mitigation and management planning, storm water systems, conservation easements (CE's & RCE's), vegetative natural buffers (VNB's) and oversight of ecology specialists. Howard is the District Manager for our North Florida Region and a resident of St. Johns County. He manages several Community Development Districts throughout Florida, including Julington Creek Plantation CDD and Grand Haven CDD.

Name	Title and Responsibilities	Office Location	Years in Present Position with WHA	Years of Total Related Experience
Howard McGaffney	District Manager	St. Augustine	4 years	9 years
Daphne Gillyard	Director of Administrative Services - <i>Administration, Records Management</i>	Boca Raton	10 years	15 years
Jeffrey Pinder	Controller - <i>Accounting, Audit Preparation</i>	Boca Raton	7 years	12 years
Michal Szymonowicz	Director of Financial Services - <i>Assessment Rolls, Financial Advisement</i>	Boca Raton	11 years	19 years
Rouyi Pan	Accounting Manager - <i>Accounts Payable, Payroll, Insurance</i>	Boca Raton	2 year	14 years

Howard "Mac" McGaffney

District Manager

Professional Registrations / Certifications:

Florida Notary Public

PROFESSIONAL EXPERIENCE:

Mr. McGaffney has 9 years of professional experience in community management and amenity management industry in Florida and 4 years in the management of Community Development Districts. He presently manages or is a co-manager on several Districts throughout Florida.

Prior to coming on board with WHA, Howard held the positions of Director of Facilities and Aquatics/Senior Level Accounts Manager for Florida's largest amenity management and aquatics facilities

management company.

RELEVANT EXPERIENCE:

Special District Administration

- Mr. McGaffney has built successful inter-governmental relations and holds a valued respect with some of Florida's key governmental agencies including: United States Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP) and the Florida Forest Service (FFS).
- Mr. McGaffney has experience in budgeting, administration, financial analysis, capital improvement planning and strategic planning, operational management, strategic communications, planning and building strategic partnerships, inter-governmental relations with FDEP, U.S. Army Corps of Engineers - (USACE), NFWFMD, SJRWMD, Florida Forestry Service, permitting and compliance, mitigation and management planning, storm water systems, conservation easements (CE's & RCE's), vegetative natural buffers (VNB's) and oversight of ecology specialists.

Daphne Gillyard

Director of Administrative Services

Education:

*Bachelor of General Studies,
Business Administration,
Jacksonville University*

Professional Registrations / Certifications:

Florida Notary Public

PROFESSIONAL EXPERIENCE:

Ms. Gillyard has 15 years of business development experience which includes public and private sector proposal development, database management and graphic design.

Ms. Gillyard was responsible for the implementation and management of a corporate-wide quality assurance/ quality control program for all collateral materials, proposals, press releases and special projects for one of the largest multi-disciplined consulting firms in South Florida.

Ms. Gillyard compiled market research in various target segments to identify opportunities and, analyzed financial, operational and organizational information necessary to validate the prospect's viability.

Ms. Gillyard managed all requests for sponsorship advertisements, updates to the business development database and graphics for proposals, presentations and special requests.

RELEVANT EXPERIENCE:

Special District Administration

- Daphne's responsibilities include coordinating the start-up of all new Community Development Districts (CDDs) which entails the scheduling of the landowner, organizational and monthly meetings, preparation of State of Florida required documentation and advertisements of said meetings as mandated by Florida Statutes.
- Ms. Gillyard prepares agendas for over 60 governmental clients. She serves as a liaison between the district management office and the board of supervisors, developers, general counsel and residents.
- Daphne is officially responsible for the Districts' seals and the retention of official records including minutes, documents of district appointed/elected boards and committees, resolutions, contracts, agreements, and leases, etc., in accordance with the applicable laws; prepares official copies of documents including, resolutions and meeting minutes as adopted by the Board; certifies legal documents on behalf of the Districts. Daphne is also responsible for legal advertisements, as well as scheduling and coordinating meetings for over 60 districts.

Jeffrey Pinder

Controller

Education:

*Bachelor of Business
Administration in Accounting,
Florida Atlantic University*

Professional Registrations / Certifications:

*Florida Government Finance
Officer's Association*

PROFESSIONAL EXPERIENCE:

Mr. Pinder has a comprehensive understanding of independent special districts, Generally Accepted Accounting Principles (GAAP) and Florida law as it relates to governmental financial reporting. His experience includes 12 years of public accounting. During the last nine (9) of those years, he concentrated exclusively on audits of governmental entities, which included cities, towns, utility authorities and well over 100 special districts. These entities have provided Mr. Pinder with an in depth understanding of internal controls. Some of these entities have annual revenues that exceed \$100 million and most have bond issuances of \$5 to 75 million.

In addition, Mr. Pinder provided budgeting services for Marriott International's west coast construction projects, which were in excess of \$750 million, and attestation services for the Italian embassy in regards to billings related to the construction of their facilities.

RELEVANT EXPERIENCE:

Government Fund Accounting and Auditing

- Mr. Pinder specializes in government fund accounting as regulated by Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP).
- Mr. Pinder has extensive experience in government auditing and applicable industry and governmental laws and regulations.

Michal Szymonowicz

Director of Financial Services

Education:

*Master of Science, Economics
Florida Atlantic University*

Professional Registrations / Certifications:

*Florida Government Finance
Officer's Association*

PROFESSIONAL EXPERIENCE:

Mr. Szymonowicz has worked in the business of financial services for special districts and private clients for the last 17 years.

His primary responsibilities include assisting in the establishment of special districts, development of capital infrastructure funding totaling nearly \$650 million, development and preparation of annual budgets in excess of \$50 million and strategic financial planning and analysis for private and public-sector clients.

Mr. Szymonowicz's work has been recognized by the Government Finance Officers Association of the United States and Canada with multiple Distinguished Budget Presentation and Excellence in Financial Reporting Awards.

RELEVANT EXPERIENCE:

Special District Experience

- Mr. Szymonowicz is responsible for the preparation of special assessment methodologies. He has prepared special assessment methodologies for over 40 special district bond issuances in Florida, Alabama and Mississippi totaling nearly \$500 million.
- Mr. Szymonowicz manages special assessment roll services. He annually and concurrently administers multiple special assessment rolls with over 25,000 parcels.
- Mr. Szymonowicz is responsible for preparing Statements of Estimated Regulatory Costs for Community Development Districts.
- Michal is involved in the preparation of petitions for the establishment of Community Development Districts.

Municipal Experience

- Prepared annual budget for the cities of Weston and Marathon, Village of Key Biscayne and Town of Southwest Ranches totaling over \$120 million.
- Developed a 10-year strategic capital and operating plan for the City of Weston.
- Prepared fire protection services special assessment methodology.
- Administered investment portfolios valued at over \$100 million.

Rouyi Pan

Accounting Manager

Education:

Master of Accounting

Bachelor of Business

Administration in Accounting,

Florida Atlantic University

Professional Registrations / Certifications:

Certified Public Accountant

Member of AICPA and FICPA

PROFESSIONAL EXPERIENCE:

Ms. Pan has been practicing in the field of private and public-sector accounting for the past 14 years. Her experience includes such areas as general accounting, taxation, payroll, internal control, investment compliance, financial reporting, Financial and Governmental Accounting Standard Boards (FASB and GASB) rule implementation and compliance.

Prior to joining ***Wrathell, Hunt and Associates LLC***, Ms. Pan worked for seven (7) years as auditor of numerous special taxing districts as well as private-enterprises, and during this time trained and supervised staff having achieved the position of Senior Auditor. She is an expert accounting standards and governmental compliance.

RELEVANT EXPERIENCE:

Government Fund Accounting and Auditing

- Ms. Pan's primary focus is maintenance of all accounts in accordance with the Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP).
- Ms. Pan assists in the management of the accounts payable function for over 40 districts. Performs specific accounts payable output duties, as required.
- Serves as liaison between district management office, board of supervisors and vendors.
- Ms. Pan reconciles and records monthly in the accounting system all trust statements and bank statement activity.
- Ms. Pan assists in the preparation of unaudited financial statements as well as works with auditors during their preparation of audited financial statements.

H) Services Fees

Wrathell, Hunt and Associates, LLC, would like to propose the following fees for its services for the Turnbull Creek Community Development District (the "District"):

District Management	\$49,000
Tax Roll Assessment	\$5,000
Dissemination Agent	\$2,200
Printing & Binding	\$1,250
Telephone	\$450
Office Supplies	\$250
TOTAL	\$58,150

Additional Services: Should **Wrathell, Hunt & Associates, LLC**, be requested to provide additional functions on behalf of District, compensation for such services shall be in accordance with the terms mutually agreed to by the parties.

Additional Services Fees

1. Assessment Methodology Consultant Services
Assessment Methodology Preparation **\$17,500**
2. Issuance of Bonds and Placement of Loans and other District Indebtedness
FEE PROPOSED **\$15,000**

Scope of Services

Wrathell, Hunt & Associates, LLC will perform all required Management functions of the Turnbull Creek Community Development District (the "District"), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the "Board") and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit
 - Annual Financial Report
 - Public Depositor Report
 - Proposed Budget
 - District Map and Amendments
 - Public Facilities Report
 - Registered Agent and Registered Office
 - Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and **Wrathell, Hunt & Associates, LLC** will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:

- Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
- Ensure that contract specifications are met
- Interface with residents and contractors to ensure that anticipated service levels are being provided
- Prepare contract amendments and change orders as necessary
- Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies
 - Interface with residents to ensure anticipated levels of service are being met
 - Implement internal purchasing policies
 - Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)

Recording Services

Wrathell, Hunt & Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.
- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal

-
- Satisfy public records requests in a timely, professional and efficient manner
 - Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
 - Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
 - Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
 - Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
 - Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
 - Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year end audit:
 - Prepare schedule of bank reconciliations

-
- Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test
 - Prepare schedule of investments and accrued interest
 - Prepare analysis of all other revenue
 - Prepare analysis of interest expenses and calculate accrued interest expense at year end
 - Prepare schedule of operating transfers
 - Prepare schedule of cash receipts and cash disbursements
 - Prepare analysis of cost of development and construction in progress
 - Prepare analysis of reserves for encumbrances
 - Prepare analysis of retainages payable
 - Prepare amortization and depreciation schedules
 - Prepare general fixed asset and general long-term debt account groups
 - Perform general fixed asset accounting
 - Account for assets constructed by or donated to the District for maintenance
 - Prepare inventories of District property in accordance with the rules of the Auditor General

Special Assessment Collection Services

Wrathell, Hunt & Associates, LLC, is proud to work with clients on all required special assessment billing functions for the District.

- Prepare and maintain a property database by using information obtained by local Property Appraisers secured roll
- Review and compare information received from the Property Appraiser to prior years' roll, to ensure that the District roll is in compliance with the law and that ***Wrathell, Hunt & Associates, LLC*** has obtained all the pertinent information to prepare accurate assessments
- Periodically update the database for all activity such as transfers of title, payments of annual assessment and prepayments of principal

-
- Act as the primary contact to answer property owners' questions regarding special assessments, tax bills, etc. Provide pay-off information upon request to property owners
 - Upon adoption of the budget and assessments, coordinate with the Office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds
 - Act as primary contact to answer property owners' questions regarding the capital assessment

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan
- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

I) Other Information: Select District Profiles

Highly Amenitized

Wrathell, Hunt, and Associates, LLC was hired in August 2015 to manage the **Julington Creek Plantation CDD** in St. Johns County which is a 4,200 acre development consisting of 5,900 residential units. The Julington Creek Plantation CDD is yet another example of a large and highly amenitized community that our firm now manages. The CDD has a staff of 150 contract employees to operate the extensive amenity/recreational facilities offered to the residents.



Staff and Contract Operations Management

The **Grand Haven Community Development District** is a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes as amended, and created by ordinance of Flagler County as an alternative method of planning, acquiring, operating and maintaining community-wide improvements in planned communities. **Wrathell, Hunt, and Associates, LLC** was hired in October 2009 as the District Manager of the Grand Haven Community Development District. The District contains 1,895 units in the residential community. The District is responsible for the field operations within Grand Haven with six employees and a field operations budget of about \$2,535,000.



Premier Community

The **Twin Creeks North CDD** is located in St. Johns County and will contain a 14-acre man-made lagoon that will be the largest in Florida at the time of construction. The CDD itself is approximately 892.39 acres and is projected to contain 761 residential units, as well as 1,050,000 square feet of retail and office uses. The man-made lagoon will serve as the centerpiece to this new and exciting community. The CDD issued \$31.5 million in master infrastructure and subdivision bonds in December 2016 and plans to issue additional subdivision bonds in 2017.

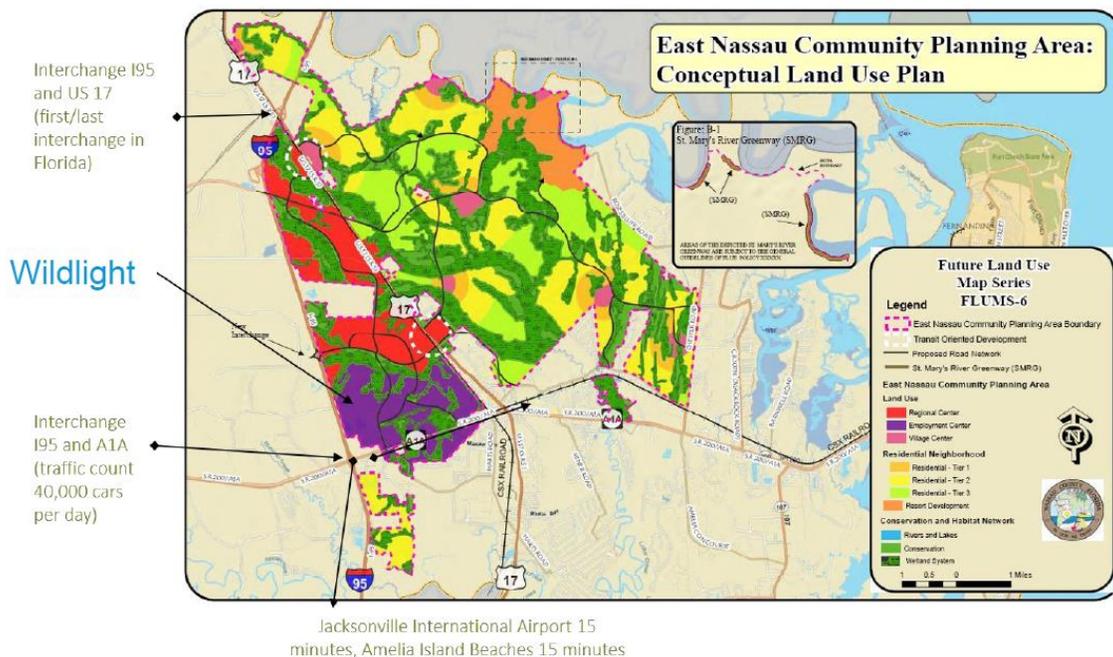


24,000 acre Stewardship District

Wrathell, Hunt, and Associates, LLC has been engaged by Rayonier to serve as District Manager and Assessment Methodology Consultant for the **East Nassau Stewardship District**. Rayonier is the third largest timber REIT with 2.7 million acres of high quality timberland located in the United States and New Zealand. Rayonier has a market capitalization of approximately \$3.0 billion and has land use entitlements on over 39,000 acres with near-term development projects underway. The East Nassau Stewardship District is located in Nassau County Florida, will be approximately 24,000 acres in size, estimated 24,000 residential units, and approximately 11,000,000 square feet of non-residential uses. Within the East Nassau Stewardship District, there will be a 12,000 acre Conservation & Habitat Network which will require integrated oversight by the Stewardship District.

East Nassau Sector Plan

24,000-Acre Sector Plan allows for buildout of 24,000 DU & 11 MSF of commercial uses



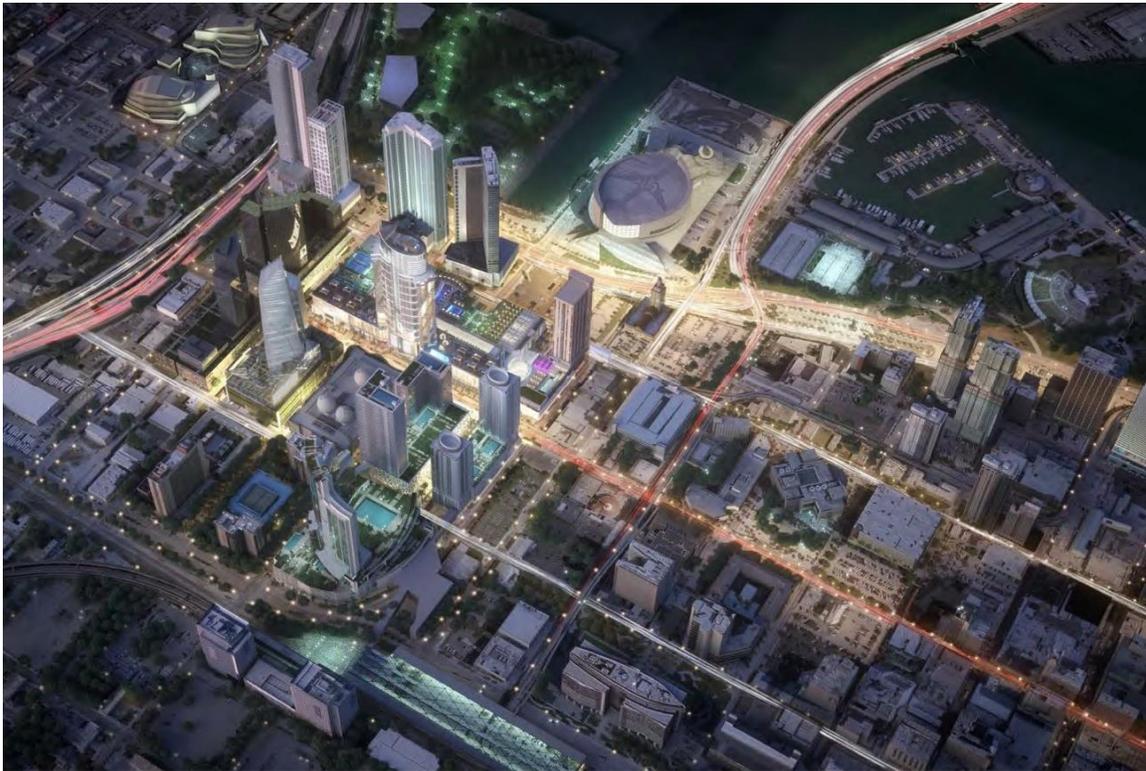
Complex Financial Structuring

Wrathell, Hunt, and Associates, LLC was hired in August 2014 to manage the **Midtown Miami Community Development District**, which initially issued \$110 million in bonds to finance public infrastructure, as well as two public parking garages with nearly 3,000 parking spaces. The Midtown Miami CDD receives approximately \$5 million annually in Tax Increment Financing (TIF) revenues to pay debt service on the CDD parking garage bonds. At build-out, Midtown is planned to have over 3,000 condos and apartments, as well as over 1,000,000 square feet of retail, commercial, and office uses. The District's Budget has a General Fund with \$2.6 million in operating expenses, \$1.8 million annual debt service on the infrastructure bonds, Enterprise Fund generating \$4 million in parking fees to fund parking garage operations and, within the Enterprise Fund, \$5 million in TIF revenues to pay \$4.7 million in annual debt service on the parking garage bonds.



High Profile

The **Miami World Center Community Development District** was created on July 24, 2015. This District is located in downtown Miami near the American Airlines Arena (home of the Miami Heat). This project is currently planned for 3,200 condos/apartments, 400 hotel rooms, and 957,900 square feet of retail and restaurant use. The District issued \$74,065,000 in bonds in February 2017 and the Developer has a funding agreement in place to ultimately provide in excess of \$6 million in Tax Increment Financing revenues annually to cover bond debt service and CDD operations.



Governmental Management Services, LLC

Serving Florida's New Communities

Mr. Chuck Labanowski , Chairman Board of Supervisors
Turnbull Creek Community Development District

December 15, 2017

Re: Turnbull Creek Community Development District
Request for Proposals for District Management Services

Dear Chairman Labanowski:

Governmental Management Services, LLC ("GMS") is pleased to provide the attached proposal for district management services for the Turnbull Creek Community Development District ("Turnbull Creek CDD or District"). Since 2005 GMS has been proud to serve as the District Manager for the Turnbull Creek CDD. This cover letter provides an executive summary of our proposal that specifically addresses the components of the Request for Proposals items A – H of District Counsel's letter of November 21, 2017.

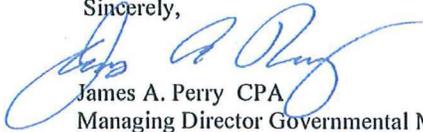
- A. Ability and adequacy of applicant's professional personnel: As contained in our proposal GMS has staff, which has served the District during the whole tenure of our contract. In addition all of our staff has the ability to fill in if needed on an emergency basis in case a member of the Districts assigned staff is unavailable.
- B. Whether the applicant is a certified minority business enterprise: GMS is not a minority business enterprise.
- C. Applicant's willingness to meet time and budget requirements. GMS has met and will continue to meet the regulatory requirements for the District and also to accommodate the needs of the Board of Supervisors.
- D. Applicants past experience and performance for CDD's and St. Johns County. Included in the detailed proposal is a listing of the Districts we have managed by county. Currently GMS manages thirteen Districts in St Johns County and has worked with County personnel since 2005.
- E. Geographic location of headquarters and offices GMS. GMS North Florida headquarters is located at 475 West Town Place Suite 114 St Augustine, Florida within 3 miles of the District. Please note that all of our staff in North East Florida reside in the Counties in which we provide services.
- F. Current and projected workload of the applicant. GMS North Florida currently manages 34 CDD's and one public /private partnership.
- G. Identify the specific individual for District Manager/ Assessment Roll/other management tasks. The assigned District Manager will be David deNagy. In the December 2018 timeframe Mr. deNagy will be semi-retiring and will retain the Turnbull CDD. He will be supplemented by Daniel Laughlin and a newly hired District Manager for those times when Dave maybe unavailable. Other personnel include Sheryl Fulks as the assessment administrator, Sarah Sweeting as the assigned recording secretary and Brian Sanchez as the district accountant. All our assigned to our World Golf Village office.
- H. Proposed fees and scope of services. Included in the proposal is the detail of our proposed fees and scope of services. We have no changes to our scope of services as previously provided to the District but we have reduced our annual management fee to \$45,000.
- I. Other relevant information.

One of the strong cornerstones of GMS to providing quality, consistent and professional services to the District's we manage is our personnel. As you can see from our proposal we have long-service term employees which is very unusual in todays competitive workforce. One of the keys to retention is to ensure personnel have the requisite professional degrees, backgrounds and work experience to be successful. GMS

as an entity is successful by the virtue of our employees and as such shares this with compensating our employees above the industry standards. Other keys to providing service to our Districts are the accessibility of personnel, knowledge of the communities and the location of our office. These factors ensure timely communications and resolutions especially in emergency situations. The location of our office provides for quick responses to our Districts and also to employees of whom several live in the communities we manage.

In summary GMS takes pride in providing consistent, reliable and professional services to the Districts we manage. We believe that the Districts and residents we serve receive from GMS honest and professional counsel on the myriad of issues that each community faces. Once again we thank you for consideration of our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "James A. Perry". The signature is stylized and cursive, with a large initial "J" and "P".

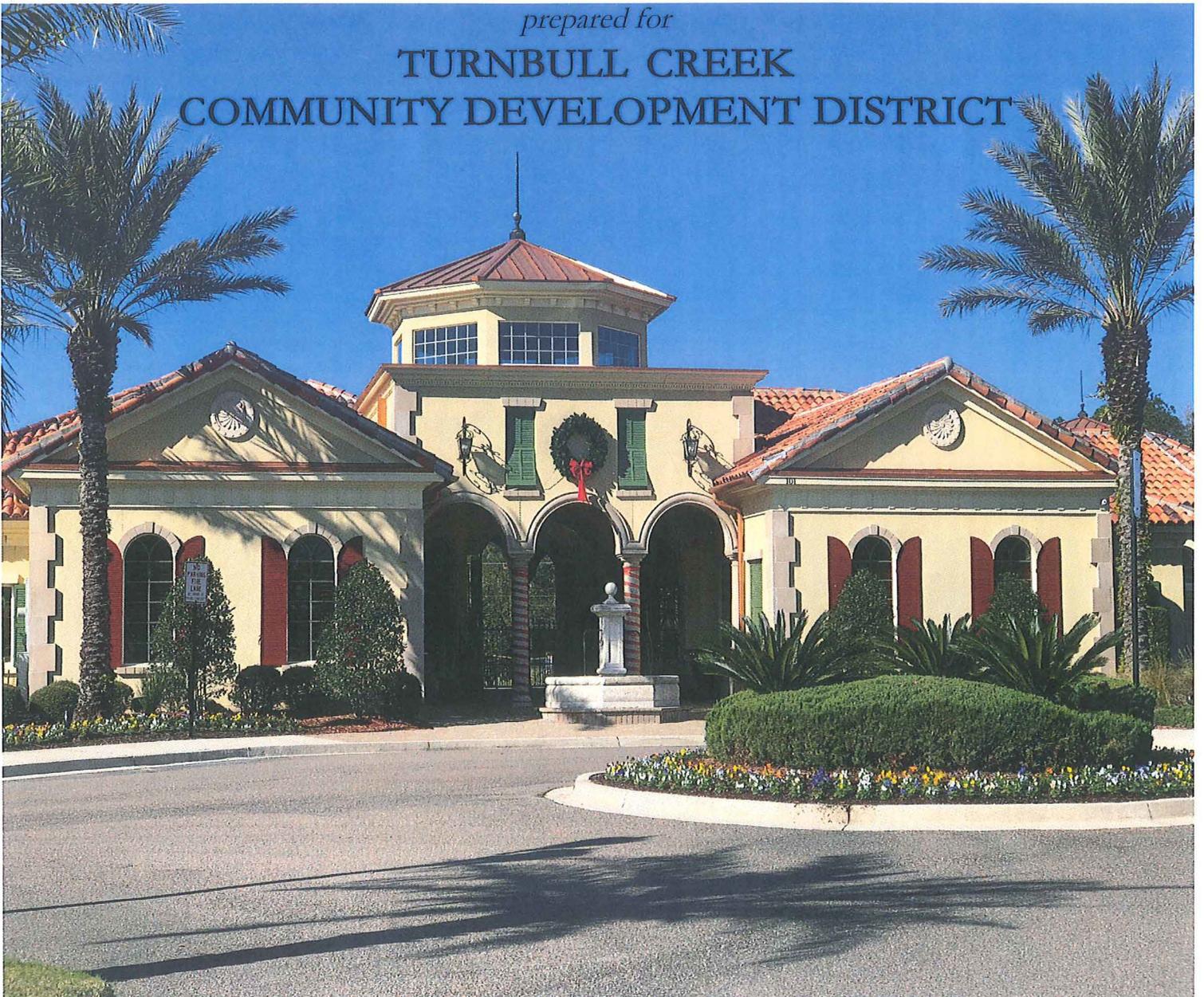
James A. Perry CPA
Managing Director Governmental Management Services, LLC

GOVERNMENTAL MANAGEMENT SERVICES LLC

PROPOSAL FOR DISTRICT MANAGEMENT SERVICES

prepared for

**TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT**



December 15, 2017

TABLE OF CONTENTS

Introduction

Company Information 2

Contact Information 3

Family of Companies 4

Qualifications

Statement of Qualifications 6

Approach

Management Services 7

Accounting Services 9

Administrative Services 9

Assessment Roll Certifications 11

and Administration

Miscellaneous Services 11

Experience

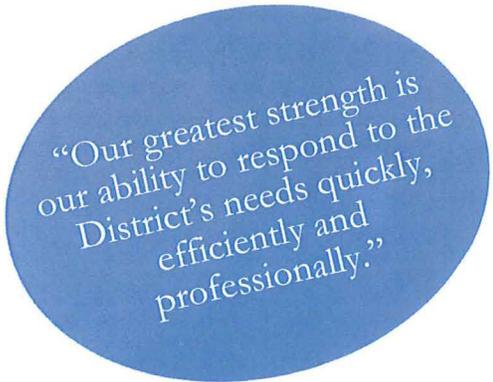
Table 2.1 – District Management

Experience Summary 12

References 15

Cost of Services 16

Governmental Management Services (GMS) is a family of limited liability companies that was established on November 26, 2004 for the purpose of providing special district management services to Community Development Districts (CDD). With encouragement from CDD industry professionals and the development community, GMS was created to provide an alternative to the existing district management companies.



GMS currently has offices in Orlando, St. Cloud, Ft. Lauderdale, Tallahassee, Port St. Lucie, St. Augustine and Jacksonville, Florida, and Knoxville, Tennessee. The staff providing services is generally determined by geography of the District and required services. However, everyone at GMS works together to provide the most efficient, effective and comprehensive management services possible. GMS currently manages over 130 Community Development Districts across the State of Florida and fully understands the requirements of Chapter 190. The majority of the staff has worked with Investment Bankers, Bond Counsels, District Counsels, Engineers, Developers and Boards of Supervisors across the State of Florida. GMS was established to provide the most efficient, effective and comprehensive management services for Community Development Districts in the State of Florida. Our greatest strength is our ability to respond to individual client needs quickly, efficiently and professionally.



Contact and Organization Information

GMS LLC

Contact: James Perry, Managing Director

475 West Town Place, Suite 114

St. Augustine, FL 32092

(904) 940-5850

Corporate Office

Governmental Management Services (GMS)

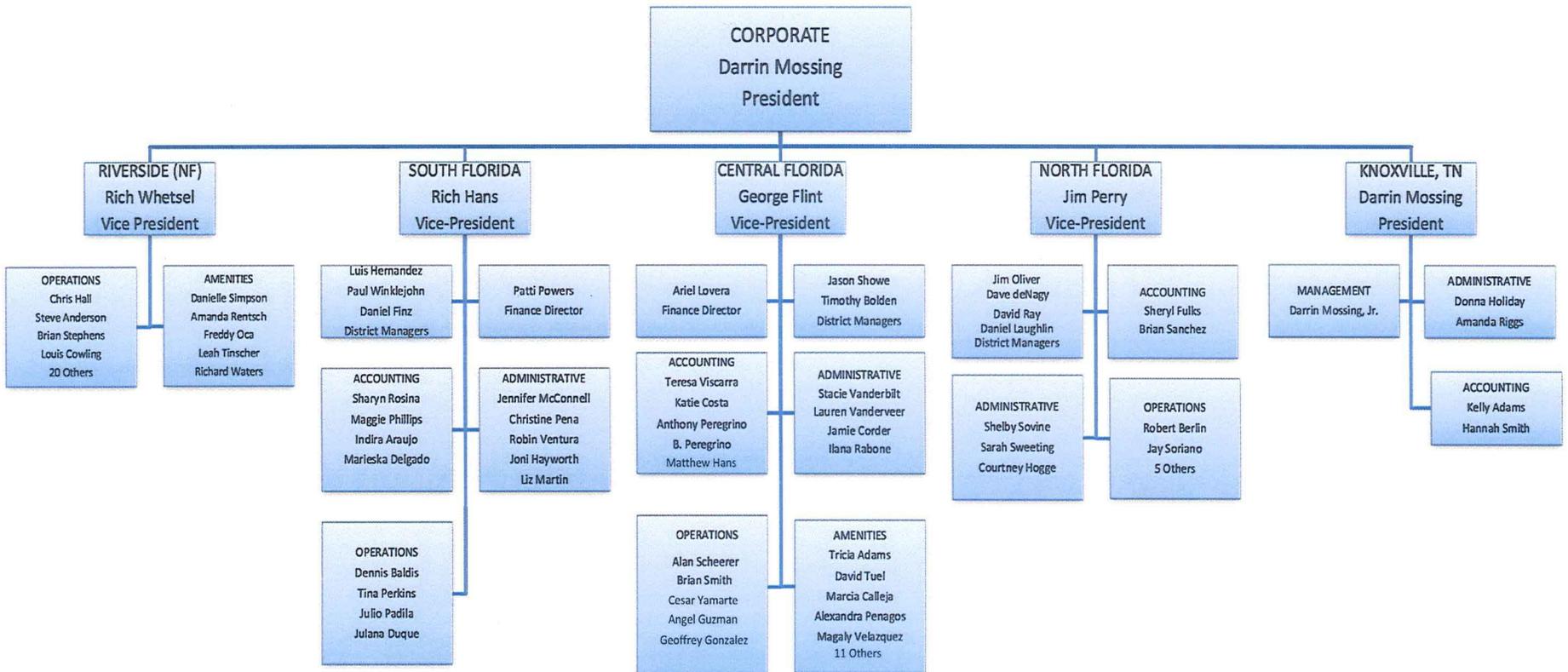
1001 Bradford Way

Kingston, Tennessee 37763

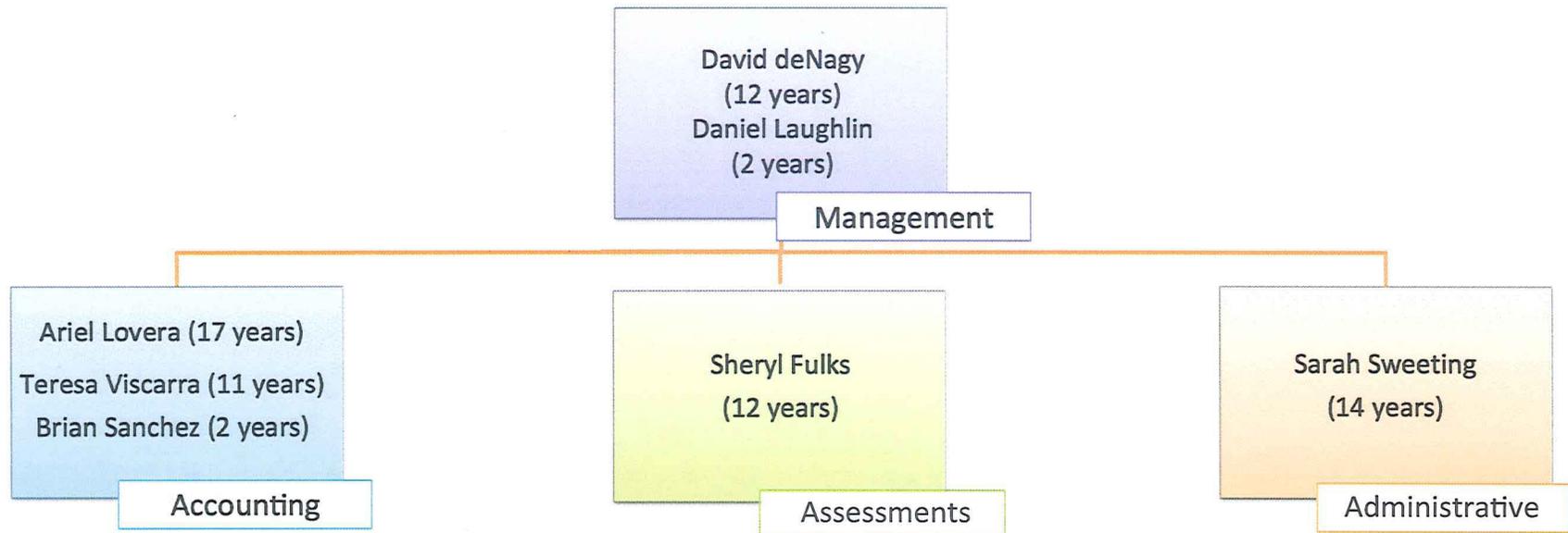
www.govmgtsvc.com

Subcontractors: GMS is prepared to provide all services directly and does not contemplate the need to subcontract services.

Family of Companies



Your District Team



Qualifications

Established on November 26, 2004, Governmental Management Services and its affiliated companies have quickly grown to over 90 employees and opened five offices across the State of Florida. Services are provided by seasoned professionals with well over 200 years of combined Community Development District management experience. Our commitment to serving our clients and providing the most efficient, effective and comprehensive management services for Community Development Districts continues to fuel our growth.



Services are provided by seasoned professionals with well over 200 years of combined Community Development District Management experience.

Statement of Qualifications

GMS is the best-qualified provider of district management services because of the experience of the personnel who will be providing the management services for the District. GMS brings a wealth of experience in the administrative, accounting and financial reporting and assessment certifications.

GMS focuses exclusively on the services necessary for the proper management of Community Development Districts. Our staff includes managers, accountants, financial analysts, recording secretaries and operations managers all with experience with Community Development Districts and other special districts. We offer integrated CDD management services including:

- General Management
- Recording Secretary Services
- Accounting and Financial Reporting
- Assessment Roll Administration
- Investment Management
- Operations Management
- Utility billing
- Other Services

These management services are provided by the principals of GMS to over 130 community development districts across the State of Florida.

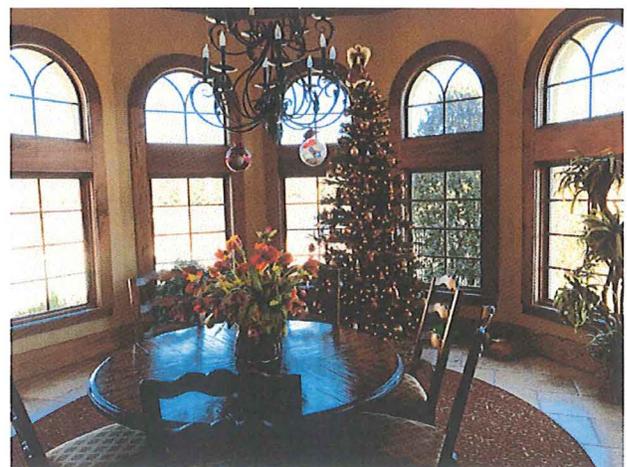
Approach

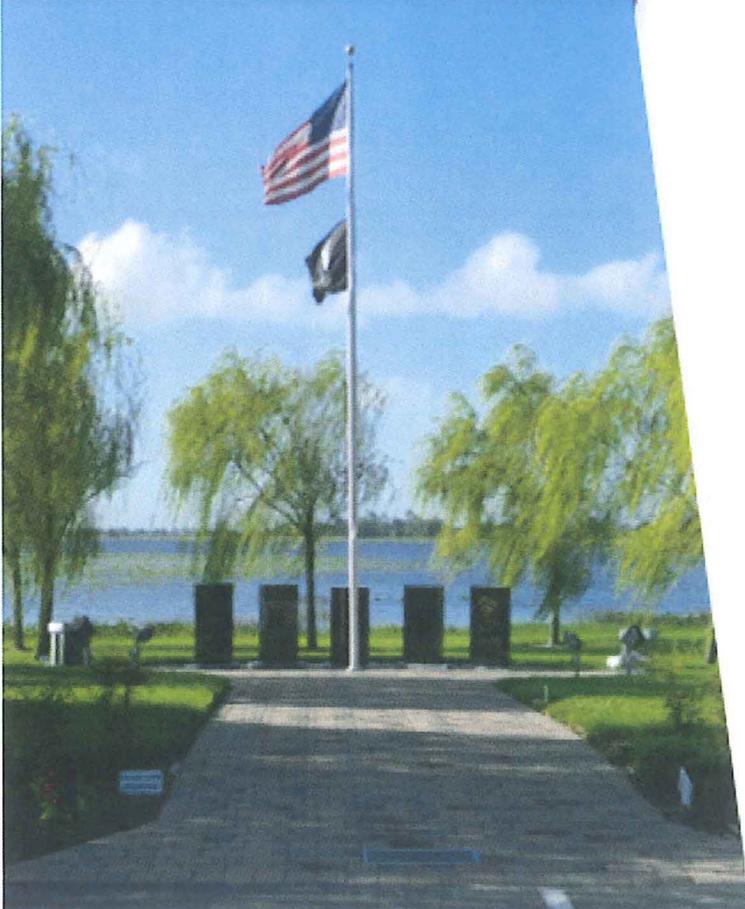
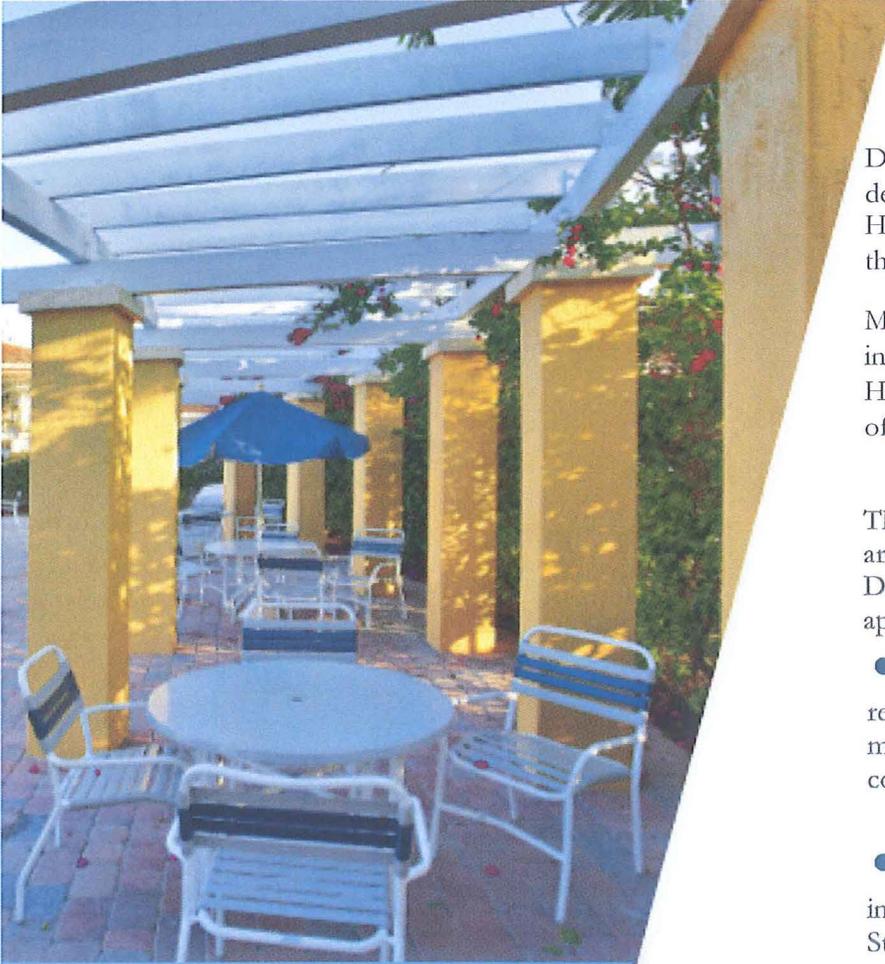
This section describes the categories of services that GMS proposes to provide along with the team members that will be providing the services. We have also enumerated the activities that GMS often performs within each category to ensure compliance with all applicable statutes, laws, rules and regulations. GMS is structured to take a regional approach to serving its clients but this structure does not preclude us from assigning the most talented and qualified individuals, regardless of their location, to appropriate roles.



Management Services

David deNagy will serve as the District Manager and will oversee the district management, administration, and outside services operations for the District. Mr deNagy manages several community development districts in the Northeast Florida region and provides administrative assistance to a private entity/municipal partnership in Central Florida. David graduated from Widener University with both a Master's Degree in business administration and an undergraduate degree in accounting and finance. David has an extensive background in the private and municipal sectors in finance and accounting, having worked for GMS for over eleven years and locally at JEA for nearly five years and, prior to JEA, at United Water - a nationally and internationally recognized utility company - for over twenty years.





Daniel Laughlin will be assisting Mr. deNagy in providing management services. He has a Bachelor's Degree in Finance from the University of North Florida.

Mr. Laughlin has over ten years of experience in customer service, hospitality, and training. He is dedicated to providing the highest level of service to the clients of GMS.

The following Management Services are typically provided to ensure the District operates in accordance with all applicable statutes, laws, rules and regulations:

- Attend, record, and conduct (if requested) all Board of Supervisors scheduled meetings including landowners meetings, continued meetings, and workshops.
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes.
- Ensure District is in compliance with administrative and financial reporting for CDDs.
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community.
- Review and present agendas for circulation to the Board of Supervisors.
- Review and present annual budget, annual audit, and monthly disbursements.
- Review annual insurance policy to ensure District maintains proper insurance coverage.
- Responses to public records requests

Accounting Services

Brian Sanchez manages the accounting and financial reporting for our clients. He has a four-year degree in accounting from the University of North Florida, one year of accounting experience for Community Development Districts and homeowner associations, and seven years of service at the Mayport Navy Commisary. His experience includes accounts payable, payroll, utility billing, budget preparation of annual audit reports, statutory and bond compliance. He will be supported by Ariel Lovera and Teresa Viscarra.

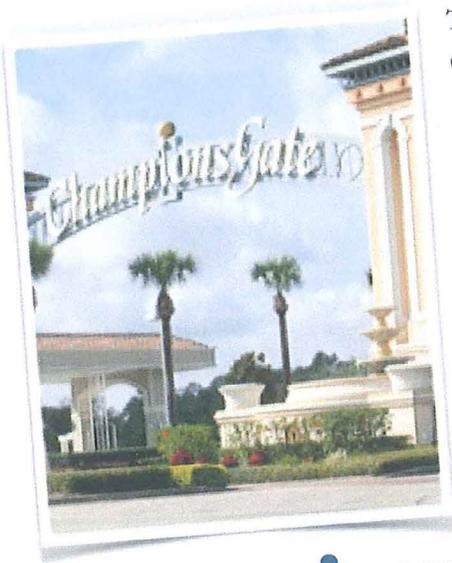
The following Financial Services are typically provided to ensure the District operates in accordance with all applicable statutes, laws, and rules and regulations:

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet and income statement(s) with budget to actual variances.
- Prepare accounts payable and present to Board of Supervisors for approval or ratification.
- Prepare annual budget for review and approval by the Board of Supervisors.
- Transmit proposed budget to local governing authorities 60 days prior to adoption.
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.

- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 9 months after the fiscal year end.
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies.
 - Prepare annual public depository report.
 - 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 to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
 - Transmit Public Facilities Report to the appropriate agencies
 - Bind necessary insurance for the District, which includes liability, property, workers' compensation, etc.

Administrative Services

Sarah Sweeting will prepare agenda packages, meeting notices, public records administration, statutory compliance and various other required administrative services. Ms. Sweeting has a legal secretary degree and an extensive background in Community Development District support with over 14 years experience. She has an excellent reputation in the industry for providing timely, accurate and professional administrative services. Ms. Sweeting is also a Murabella resident.



The following Administrative Services are typically provided to ensure the District operates in accordance with all applicable statutes, laws, and rules and regulations

- Prepare agenda packages for transmittal to Board of Supervisors and staff seven days prior to Board of Supervisors' Meeting.
- Provide minutes for all Board of Supervisors' Meetings, including landowners meetings
- Ensure compliance with all administrative statutes affecting the District which include but are not limited to:
 - Publish and circulate annual meeting notice.
 - Report annually the number of registered voters in the District by June 1 of each year.
 - Maintain "Record of Proceedings" for the District within the County that the District is located which includes meeting minutes, agreements, resolutions and other required records.
 - Transmit Registered Agent information to DCA and local governing authorities.
 - File Ordinance or Rule establishing the District to DCA within 30 Days after creation.
 - Properly notice all public meetings, in accordance with the appropriate Florida Statutes, in the newspaper of general circulation published in the area in which the District is located, including but not limited to:



- Organizational Meeting
- Annual Meeting
- Landowners Meeting within 90 days of creation and as required for future elections
- Public Hearing on Assessments
- Request for Proposal for engineering services
- Public Hearing to adopt general and procedural rules
- Public Hearing on Chapter 197, Uniform Method of Collection
- All other statutorily required meetings and hearings

Assessment Roll Certifications & Administration

Sheryl Fulks provides assessment administration services which includes certifying annual assessment rolls with the County Property Appraiser and Tax Collector, calculation of true-up payments, collection of prepaid assessments and preparation of necessary releases of lien. She is presently responsible for the preparation and execution of all CDD assessment rolls for the North Florida division.

Miscellaneous Services

Mr. deNagy will coordinate any miscellaneous services and ensure that the proper personnel are assigned.

Experience

GMS's current clients are listed in Table 2-1 on the following pages. Table 2-1 reflects a portion of the myriad of services provided to our clients. We are currently serving over 130 districts statewide.

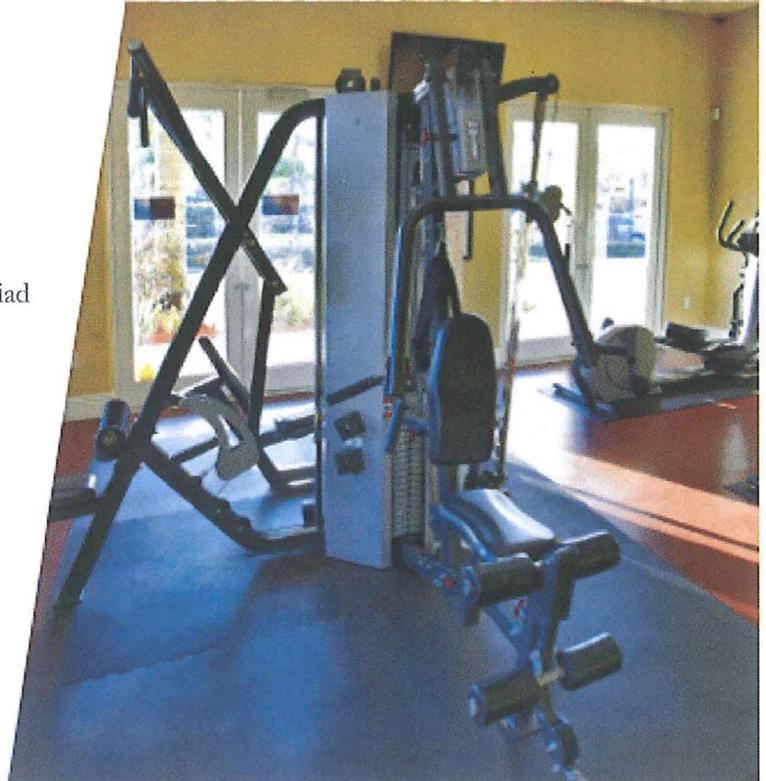
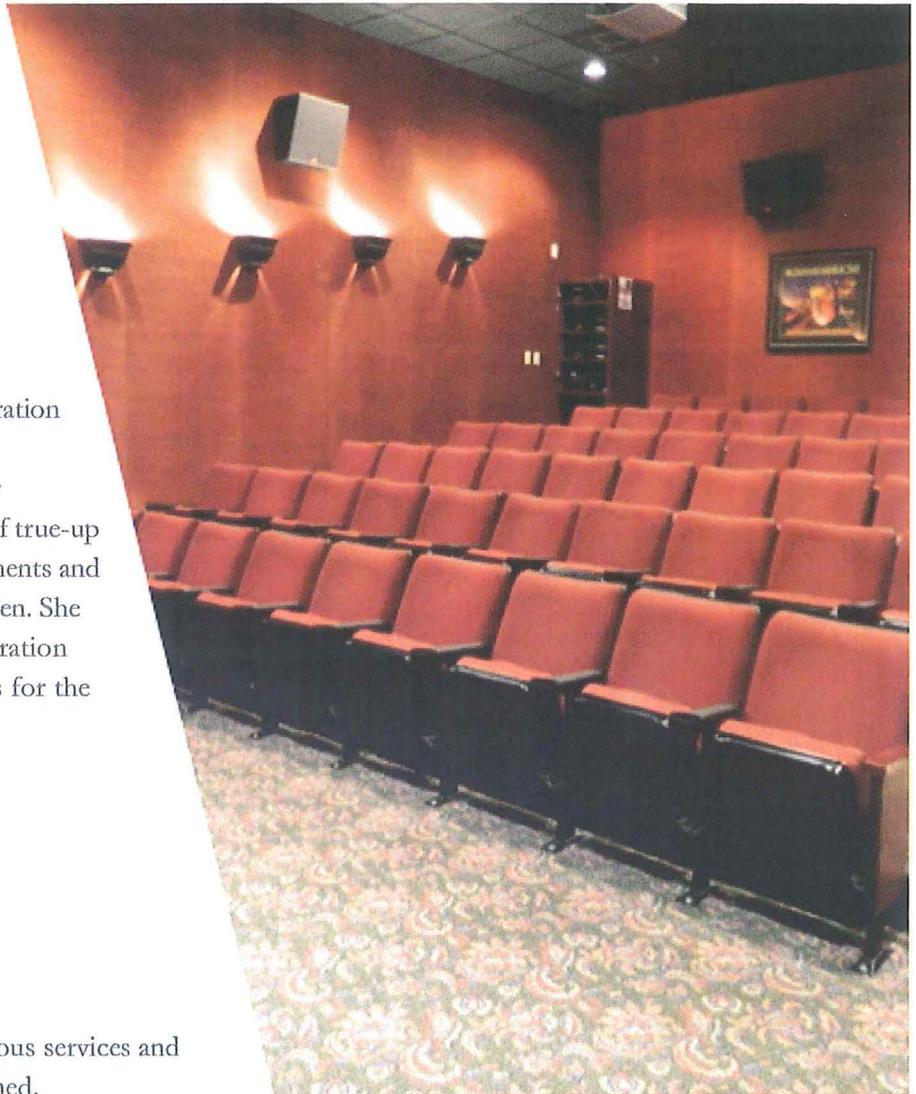


Table 2-1. District Management Experience Summary

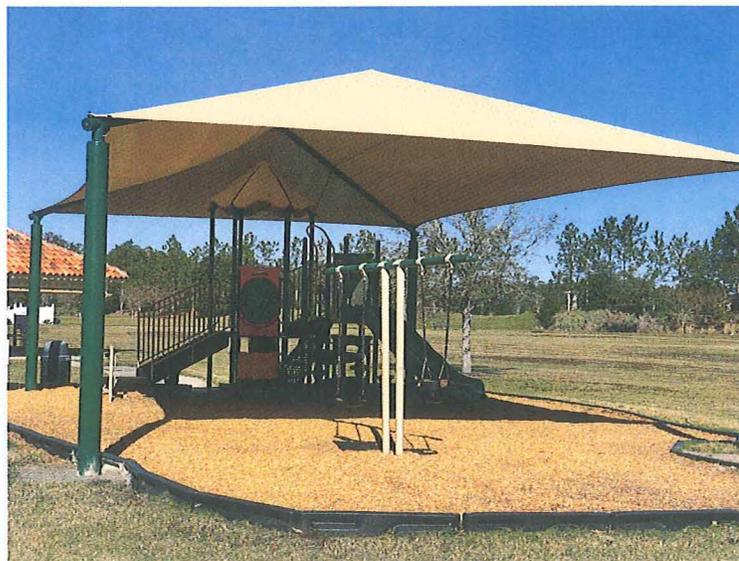
District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/Wastewater Utility	Operations Management
Aberdeen	St. Johns	•	•	•		•
Amelia Concourse	Nassau	•	•	•		
Amelia Walk	Nassau	•	•	•		•
Antigua Of St. Augustine	St. Johns	•	•	•		
Arlington Ridge	Lake	•	•	•		
Armstrong	Miami-Dade	•	•	•		
Bannon Lakes	St. Johns	•	•	•		
Bartram Park	Duval	•	•	•		
Bartram Springs	Duval	•	•	•		•
Bay Laurel Center	Marion	•	•	•	•	
Baytree	Brevard	•	•	•		•
Baywinds	Dade	•	•	•		•
Beacon Tradeport	Dade	•	•	•		
Bellagio	Miami-Dade					
Bonita Village	Lee	•	•	•		
Bonnet Creek Resort	Orange	•	•	•		
Bonterra	Miami-Dade	•	•	•		
Brandy Creek	St. Johns	•	•	•		
Candler Hills	Marion	•	•	•		
Capital Region	Leon	•	•	•		•
Celebration Pointe	St. Lucie	•	•	•		
Central Lake	Lake	•	•	•	•	
ChampionsGate CDD	Osceola	•	•	•		
ChampionsGate POA	Osceola		•			
Coconut Cay	Miami-Dade	•	•	•		
Copper Creek	St. Lucie	•	•	•		
Copper Oaks	Lee	•	•	•		
Coral Bay	Broward	•	•	•		•
Coral Keys Homes	Dade	•	•	•		
Creekside	St. Lucie	•	•	•		
Deer Run	Flagler	•	•	•		
Double Branch	Clay	•	•	•		•
Dove Pond	Leon	•	•	•		
Dowden West	Orange	•	•	•		
Dunes	Flagler	•	•	•	•	
Dupree Lakes	Pasco	•	•	•		
Durbin Crossing	St. Johns	•	•	•		•
East Homestead	Miami-Dade	•	•	•		•
Enclave @ Black Point Marina	Miami-Dade	•	•	•		
Falcon Trace	Orange	•	•	•		•
Founders Ridge	Lake	•	•	•		
Gardens at Hammock Beach	Flagler	•	•	•		
Hemingway Point	Broward	•	•	•		
Heritage Park	St. Johns	•	•	•		•
Heron Isles	Nassau	•	•	•		
Hollywood Beach	Broward	•	•	•		
Homestead 50	Miami-Dade	•	•	•		
Indigo	Volusia	•	•	•		
Indigo East	Marion	•	•	•		
Interlaken	Broward	•	•	•		

Table 2-1. District Management Experience Summary

District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/Wastewater Utility	Operations Management
Islands at Doral III	Dade	•	•	•		
Islands at Doral TH	Dade	•	•	•		
Isles of Bartram Park	St. Johns	•	•	•		
Lake Ashton I	Polk	•	•	•		•
Lake Ashton II	Polk	•	•	•		
Lakeside Plantation	Sarasota	•	•	•		
Lakes by Bay South	Dade	•	•	•		•
Majorca Isles	Miami-Dade	•	•	•		
Meadow View at Twin Creeks	St. Johns	•	•	•		
Mediterranea	Palm Beach	•	•	•		
Middle Village	Clay	•	•	•		•
Mirada	Lee	•	•	•		
Montecito	Brevard	•	•	•		
Narcoossee	Orange	•	•	•		•
North Dade	Miami-Dade	•	•	•		
Northern Riverwalk	Palm Beach	•	•	•		
North Springs Improvement Dist	Broward		•	•	•	
Oakridge	Broward	•	•	•		
Old Palm	Palm Beach	•	•	•		
Orchid Grove	Broward	•	•	•		
Palm Glades	Dade	•	•	•		•
Pine Air Lakes	Collier	•	•	•		
Pine Island	Lake	•	•	•	•	•
Pine Ridge Plantation	Clay	•	•	•		
Portofino Cove	St. Lucie	•	•	•		
Portofino Isles	St. Lucie	•	•	•		
Portofino Landings	St. Lucie	•	•	•		
Portofino Shores	St. Lucie	•	•	•		
Portofino Springs	Lee	•	•	•		
Portofino Vineyards	Lee	•	•	•		
Portofino Vista	Osceola	•	•	•		
Randal Park	Orange	•	•	•		
Randal Park POA	Orange	•	•	•		
Ravadauge	Orange	•	•	•		
Remington	Osceola	•	•	•		•
Reserve	St. Lucie	•	•	•	•	•
Reserve #2	St. Lucie	•	•	•		
Reunion East	Osceola	•	•	•		•
Reunion West	Osceola	•	•	•		•
Ridgewood Trails	Clay	•	•	•		
River Place	St. Lucie	•	•	•		
Rivers Edge	St. Johns	•	•	•		
Rolling Hills	Clay	•	•	•		
Rolling Oaks	Osceola	•	•	•		
Sabal Palm	Broward	•	•	•		
Sampson Creek	St. Johns	•	•	•		•
Shingle Creek	Osceola		•	•		
South Dade Venture	Dade	•	•	•		•
South Kendall	Dade	•	•	•		

Table 2-1. District Management Experience Summary

District	County	General Management	Accounting & Financial Reporting	Recording Secretary	Water/Wastewater Utility	Operations Management
South Village	Clay	•	•	•		
Stoneybrook South	Osceola	•	•	•	•	
Stoneybrook South @ ChampionsGate	Osceola	•	•	•	•	
Storey Park	Orange	•	•	•		
Tapestry	Osceola	•	•	•		
Tesoro	St. Lucie	•	•	•		•
TIFA, LLC	Brevard	•	•			
The Crossings at Fleming Island	Clay	•	•	•	•	
Tison's Landing	Duval	•	•	•		•
Tolomato	St. Johns	•	•	•		
Treeline Preserve	Lee	•	•	•		
Treaty Oaks	St. Johns	•	•	•		
Turnbull Creek	St. Johns	•	•	•		
Turtle Run	Broward	•	•	•		•
Talis Park	Collier	•	•	•		
Tohogua	Osceola	•	•	•		
TSR	Pasco	•	•	•		
Valencia Water Control District	Orange		•	•		
Verano Center	St. Lucie	•	•	•		
Verano #1	St. Lucie	•	•	•		
Verano #2	St. Lucie	•	•	•		
Verano #3	St. Lucie	•	•	•		
Verano #4	St. Lucie	•	•	•		
Verano #5	St. Lucie	•	•	•		
Viera East	Brevard	•	•	•		
Villages of Bloomingdale	Hillsborough	•	•	•		
Villa Portofino East	Dade	•	•	•		•
Villa Portofino West	Dade	•	•	•		
Villa Vizcaya	St. Lucie	•	•	•		
Vizcaya in Kendall	Miami-Dade	•	•	•		
Waterford Estates	Charlotte	•	•	•		
Waterstone	St. Lucie	•	•	•		
Westside	Osceola	•	•	•		•
Windsor at Westside	Osceola	•	•	•		
Windward	Osceola	•	•	•		
Wynnfield Lakes	Duval	•	•	•		•



References

GMS prides itself on the timely delivery of quality services to its clients. As a result, our clients as well as the other CDD industry professionals have come to recognize and appreciate the quality of the services we provide. GMS encourages its prospective clients to call our references and learn what other district supervisors, developers, attorneys, engineers and financial professionals are saying about us. Just a few of the clients and professionals that are pleased to serve as our references are listed within.

Mr. Sam Garrison, Esq.
Kopelousos, Bradley & Garrison
1279 Kingsley Avenue #118
Orange Park, FL 32073
(904) 269-1111
sam@claylawyers.com

Ms. Cindy Nelsen
Chairperson, Double Branch CDD
1394 Canopy Oaks Drive
Orange Park, FL 32065
(904) 573-2364 - Office
(904) 424-9960 - Mobile
bcnelsen@comcast.net

Mr. John Tabor
Chairperson, Crossings at Fleming Island CDD
475 West Town Place #114
St. Augustine, FL 32092
(904) 616-7057
jtaborcdd.comcast.net

Ms. Rose Bock
Supervisor, Amelia Walk CDD
1804 Forest Glen Way
St. Augustine, FL 32092
(904) 571-0315
rosesbock@aol.com

Mr. Doug Maier
Chairperson, Tison's Landing CDD
12786 Hunt Club Road North
Jacksonville, FL 32224
(904) 821-8188 - Office
(904) 759-1395 - Mobile
dougmaier@comcast.net



Cost of Services

Management, Administrative, and Accounting Services

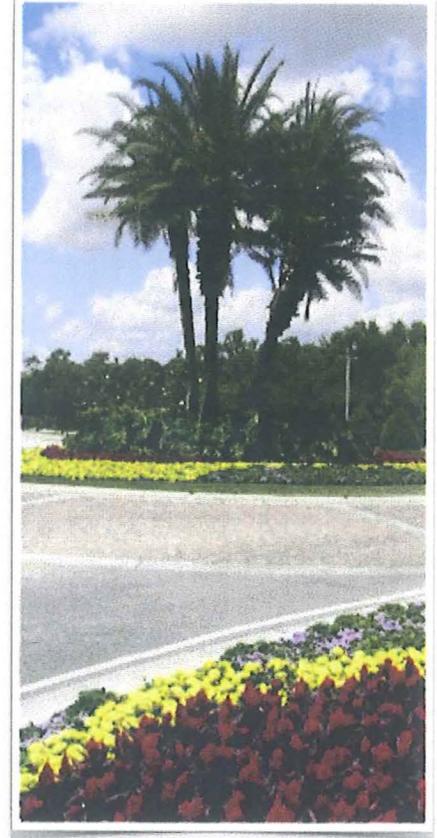
Management, administrative, and accounting services, as described on pages 7-10, will be provided for a fixed annual fee of \$45,000, paid in equal monthly payments. Reimbursable expenses such as copies, postage, courier services, printing and binding will be billed on a monthly basis. Management fees are invoiced at the beginning of each month and due within 30 days of invoice date. Subsequent management fees will be established based upon the adoption of annual operating budget, which will be adjusted to reflect ongoing level of services.

Assessment Administration Services

Assessment roll certification and administration, as described on page 11, will be provided for a fixed annual fee of \$5,000 billed upon certification of the assessment roll.

Other Services

Other services such as those listed below are available from GMS upon request. These services may or may not be applicable to the District, and a service package can be tailored to the District's specific needs.



Website Administration (annually)	\$1,600
Dissemination Agent Fee (per bond issue)	\$1,000
Bond Issuance	\$12,500
Assessment Methodology	\$15,000
SERC Preparation	\$3,500
Estoppel Letter	\$100
Lot Debt Paydown/Payoff Estoppel	\$125
Litigation/Extensive Public Records Request.....	\$50-\$175/hr.
<i>(Admin. \$50/hr, Accountant \$75/hr., Assessment administration \$100/hr., District Manager \$100/hr., CPA/Managing Director \$175/hr.)</i>	

FIFTH ORDER OF BUSINESS

B.

PROJECT MANUAL
FOR
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

Date of Issue: **JANUARY 15, 2018**
Due Date / Time: February 21, 2018 at 11:00a.m.

PROJECT MANUAL
TABLE OF CONTENTS

1.	Request for Proposals.....	3-5
2.	Instructions to Proposers.....	6-12
3.	Evaluation Criteria.....	13-14
4.	Affidavit of Acknowledgments.....	15-16
5.	Proposal Form.....	17-18
	a. Qualification Statement Table of Contents.....	19
	b. Proposer's Qualification Statement.....	20-33
6.	Proposed Landscape and Irrigation Maintenance Services Agreement.....	34-48
	a. Exhibit "A" – Fee Schedule and Scope of Services.....	49-59
	b. Exhibit "B" - Bid Proposal Form.....	60-67
	c. Exhibit "C" - Maintenance Maps and Irrigation Zone Information.....	68
	d. Exhibit "D" - Form of Additional Services Order.....	69-71
7.	Daily Work Journal.....	72
8.	Pest Management Report.....	73
9.	Irrigation Repair Request Form.....	74

**REQUEST FOR PROPOSALS (“RFP”)
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES FOR
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**

AND

NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES

St. Johns County, Florida

Request for Proposals

Notice is hereby given that **Turnbull Creek Community Development District** (the “**District**”) will accept proposals from all qualified companies interested in providing landscape and irrigation maintenance services. The project manual, including contract documents, project scope and any technical specifications (“**Project Manual**”), will be available for public inspection and may be obtained beginning Monday, January 15, 2018, at 9:00 a.m. (EST) (“**Proposal Pick-Up Time**”) from David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL, 32092. A fee of \$50.00 is required for a complete copy of the Project Manual. This fee is payable to the Turnbull Creek Community Development District.

Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, Monday, January 29, 2018 at 10:00AM at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, FL, 32092. Any firm attending the pre-proposal meeting must have purchased a Project Manual on or before the time of the pre-proposal meeting. Firms desiring to submit proposals must submit one (1) electronic copy of the proposal in PDF format and seven (7) hard copies of the required proposal no later than 11:00 a.m. (EST), Wednesday, February 21, 2018, to the Turnbull Creek Community Development District, c/o: David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092, e-mail ddenagy@gmsnfl.com. As noted below, all submitted proposals will be publicly opened at that time, day and location. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier’s check in the amount of five-thousand dollars (\$5,000.00) with its proposal.

Failure to attend the mandatory pre-proposal meeting as specified may disqualify the proposer. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package and shall clearly identify the project as “Turnbull Creek Community Development District Landscape and Irrigation Maintenance Services Proposal.” Hard copies of the proposals may be either mailed or hand-delivered. Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to

issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

In order to submit a bid, each bidder must: (1) be authorized to do business in Florida, and hold all required state and federal licenses, including those with St. Johns County, in good standing; (2) have at least three [3] year's experience with landscape maintenance projects of similar size and scope; and (3) attend the mandatory pre-bid meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those proposers who have purchased a Project Manual and issued through Addendum.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so.

Notice of Public Meeting for Bid Opening

A special meeting of the Turnbull Creek Community Development District will be held on 11:00 a.m. (EST), Wednesday, February 21, 2018 at Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening and announcing the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Dave deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this request for proposals shall be directed in writing only to Dave deNagy at ddenagy@gmsnfl.com, with e-mail copy to Jennifer Kilinski at jenk@hgslaw.com. Questions must be submitted on or before 5:00 PM on February 13, 2018.

**TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**Landscape and Irrigation Maintenance Services
St. Johns County, Florida**

Instructions to Proposers

SECTION 1. DUE DATE. Firms desiring to submit proposals must submit one (1) electronic copy of the proposal in PDF format to Dave deNagy at ddenagy@gmsnf.com. Firms must also provide seven (7) sealed hard copies of the required proposal no later than 11:00 a.m. (EST), Wednesday, February 21, 2018, to the Turnbull Creek Community Development District, c/o: David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092. As noted below, all presented proposals will be publicly opened at that day, time and location. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the amount of five-thousand dollars (\$5,000.00) with its proposal.

Proposals received after the time and date stipulated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

SECTION 2. MANDATORY PRE-PROPOSAL MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-proposal meeting, Monday, January 29, 2018 at 10:00AM at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, FL, 32092. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal, in the District's sole discretion.

SECTION 3. BID GUARANTEE. Each proposer shall submit a bid guarantee in the form of a bid bond or cashier's check in the amount of five-thousand dollars (\$5,000.00) with its bid ("Bid Guarantee"). The Bid Guarantees shall be held until the time of award of contract with the successful bidder at which time the Bid Guarantees shall be returned to all unsuccessful bidders. If the successful bidder does not enter into the Contract within the time frames set forth herein, the bidder shall forfeit its Bid Guarantee to the District.

SECTION 4. SIGNATURE ON PROPOSAL. The proposer must execute all District forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file

with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 5. FAMILIARITY WITH THE PROJECT. Each proposer, by and through the submission of a proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the proposer may include in the prices which the proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of proposal submission and through the time of contract award and the start of any work under the contract. The proposer, in preparing the proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the proposer shall not interfere with work done by such other contractors.

SECTION 6. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposer is assumed to be familiar with the District's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposer will in no way relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 7. QUALIFICATIONS OF PROPOSER. The District contract, if awarded, will only be awarded to a responsible proposer who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the District. The proposer shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 8. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the proposers, the proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 9. INTERPRETATIONS AND ADDENDA. Any and all questions relative to this request for proposals shall be only directed in writing to David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092 or by electronic mail at ddenagy@gmsnf.com and to District Counsel, Jennifer Kilinski at jenk@hgslaw.com. Interpretations or clarifications considered necessary in response to such

questions will be issued by addenda, faxed, mailed or otherwise delivered to all parties recorded as having received the Project Manual. Any inquiry or request for interpretation received before 5:00 PM February 13, 2018 will be given consideration. Questions will be answered only by formal written addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposers. No inquiries will be accepted from subcontractors; the proposer shall be responsible for all queries. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening.

SECTION 10. SUBMISSION OF PROPOSAL. Firms desiring to submit proposals must submit one (1) electronic copy of the proposal in pdf format to Dave deNagy at ddenagy@gmsnfl.com. Firms must also provide seven (7) copies of the required proposal no later than Wednesday, February 21, 2018 11:00 a.m. (EST), at the office of Turnbull Creek Community Development District,, c/o: David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL 32092. As noted below, all presented proposals will be publicly opened at that day, time and location. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier's check in the amount of five-thousand dollars (\$5,000.00) with its proposal.

The hard copies of the proposal forms for the District, along with other requested attachments, shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO INVITATION FOR PROPOSALS (Turnbull Creek Community Development District – Landscape and Irrigation Maintenance Services) ENCLOSED" on the face of it.

SECTION 11. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law. No proposal may be withdrawn after opening for a period of one hundred twenty (120) days.

SECTION 12. PROJECT MANUAL. The Project Manual, including scope of work for the District, will be available beginning Monday, January 15, 2018, at 9:00 a.m. (EST), from David deNagy, Governmental Management Services, LLC, 475 West Town Place, STE #114, St. Augustine, FL, 32092. **A fee of \$50.00 is required for a complete copy of the Project Manual. Fees should be addressed to the Turnbull Creek Community Development District.**

SECTION 13. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual. Failure to supply any requested information

and submit fully completed forms may result in disqualification. The District reserves the right to request additional information if clarification is necessary.

SECTION 14. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all District proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the District work, and waive any informalities or irregularities in District proposals as it is deemed in the best interest of the District up until such time as a contract has been fully executed by both parties.

SECTION 15. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the District contract, or as otherwise extended by the District, the proposer shall enter into and execute a contract in substantially the form included within the Project Manual. The proposer is expected to commence work on or about April 1, 2018 or such other date that is designated by the District in a written Notice to Proceed, which date shall be fixed in the District's sole discretion. Any work provided and any cost incurred by the proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at the proposer's risk unless specifically agreed to in writing by the District.

SECTION 16. CHANGES/MODIFICATIONS. The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 17. INSURANCE. All proposers shall include as part of their proposal a current Certificate of Insurance, or equivalent information, demonstrating the company's insurance coverage and the ability to meet at least the insurance coverage requirements set forth in the form of contract included within the Project Manual. In the event the proposer is notified of award for the District work, it shall provide proof of Insurance Coverage requested, identifying the District, its officers, employees and agents as additional insured's, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted.

SECTION 18. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each proposer, and as such each proposer should submit relevant information regarding financial capability. In the event the proposer is notified of award, the District may in its sole discretion require that the proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

SECTION 19. INDEMNIFICATION. The successful proposer for the District work shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, as more fully set forth in the Contract form, to be executed.

SECTION 20. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 21. PROPOSAL INFORMATION. All proposals should include the following information, among other things described herein:

- A. All completed and executed forms set forth in the Project Manual.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three (3) references from projects of similar size and scope. The proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

SECTION 22. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed to: **District Manager, David deNagy, Governmental Management Services, LLC, 475 West Town**

Place, STE #114, St. Augustine, FL, 32092. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

SECTION 23. PROTEST BOND. Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing (within 72 hours as referenced in Section 19 above), a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 24. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria presented in the Evaluation Criteria sheet(s), contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District's Board of Supervisors shall review and evaluate the proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held for a period not to exceed 120 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the proposer's facilities as part of the evaluation process.

SECTION 25. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the request for proposals is issued and the time the respective Boards award the contract. During this black out period, any attempt to influence the thinking of staff or officials related to a solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 27. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each proposer must be authorized to do business in Florida, and hold all required state and federal licenses in good standing. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the proposer's proposal, but instead in the Board's discretion may result in the disqualification of a proposal or alternatively may be taken into account in the evaluation and scoring of the proposal.

SECTION 28. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "District" shall be construed to refer to the Turnbull Creek Community Development District and the District shall be the authority for all matters concerning the District and the District's resulting contract.

SECTION 29. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the Proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the Proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal attests to this.

**TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

EVALUATION CRITERIA

Proposals for the District will be evaluated based on the following criteria:

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document's thickness.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	25
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff that are going to be assigned to this Project under this contract.	20
4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work for this Project under this contract in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to	20

	contract start date. Financial stability and creditworthiness of contractor will be considered. Contractor should provide Project specific information.	
5.	References Assessment of contractor's work by client references and references with demonstrated success in providing similar services. References must also indicate contractor's ability to form positive and collaborative relationships with clients and clients' staff.	10
6.	Cost Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer's Cost) = Maximum Total Cost Points	20
Total		100

Once proposals are received for the District, the District's Board of Supervisors will review each submittal related to the District and score each proposal based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District also reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate District proposals on March 13, 2018, at 6:00 PM, but the District reserves the right to reschedule any such meeting.

AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

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

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

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

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

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual within fourteen (14) days after receiving a notice of award.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum numbers:

_____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the Proposal Pick-Up Time, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.

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

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

Dated this _____ day of _____, 2018.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**DETAILED SPECIFICATIONS
Landscape and Irrigation Maintenance Scope of Services
and Unit Prices**

LANDSCAPE AND IRRIGATION MAINTENANCE SCOPE OF SERVICES FOR THE TURNBULL CREEK CDD

General Requirements:

Contractor to provide labor, equipment and materials needed to maintain the landscape and irrigation for the Turnbull Creek CDD (aka: MuraBella). The Contractor shall provide a member of his/her team to attend all scheduled CDD board meetings to report on the current condition of the landscape and answer questions from the board and residents. The Contractor shall provide a knowledgeable onsite foreman that will act as the liaison between the District and the ground crew.

Schedule of Service:

The Contractor will be onsite 5 days a week during the growing season (April 1 – October 31) and a min of 3 times a week during the non-growing season (November 1 – March 31). Contractor will endeavor to schedule all work to be completed by Friday of each week. Missed days due to weather or for any other reason shall be made up on the weekend.

1.0) Maintenance:

1.1) Mowing:

All turf areas, including the twenty-one (21) pond banks, shall be mowed weekly during the growing season (April 1 – October 31) and once per month during the non-growing season (November 1 – March 31). St. Augustine turf areas shall be maintained at 4" height, and Bermuda turf shall be maintained at 2.5". Grass cut on the lake banks shall not be discharged into the lake or on the resident's property. The Contractor shall contact the District Operations Manager each mowing cycle prior to mowing the pond banks to determine if any of the pond banks will be too wet for mowing. An hourly mowing value shall be provided in the event the owner wishes to add another mow during the non-growing season based on seasonal conditions.

As an alternate (to be priced as Alternate 1) to mowing the twenty-one (21) pond banks, with mowers greater than 36", in an effort to avoid damaging the pond banks, the contractor will mow/trim the pond banks with a mower not to exceed 36" and string trim the first two feet from the water's edge. Mowing by machine will start two feet from the water's edge and continue six feet up towards top of pond bank. Any ruts or damages caused by the contractor, shall be fixed within 7 days of the occurrence of damage, or being notified of any damages, at the contractor's expense.

1.2) String Trimming:

Trimming around obstacles shall be performed at every mowing cycle. Care shall be taken so as not to damage fence posts, light poles, trees and shrubs.

1.3) Edging:

All hardscape and paved trails shall be edged each mowing cycle. Beds and tree rings shall be edged twice monthly during the growing season, and as needed during the non-growing season.

1.4) Blowing:

All hardscape areas shall be blown clean following all maintenance operations, including tennis courts, basketball courts, and streets and parking areas. Care shall be taken to blow or otherwise remove fertilizer and other chemical applications back on turf when distributor spreads beyond turf areas. It is critical that these chemicals not be washed directly into the drainage system. No fertilizer or chemicals shall remain on paved surfaces, including curbs and gutters on roadways or parking areas.

1.5) Weeding:

Plant beds, natural areas (including all berms) and hardscapes shall be kept free of noxious weed growth by utilizing chemical and/or mechanical means. Pre-emergent herbicides shall be applied at the appropriate time(s) and applied with care so as not to damage plants, turf areas, or storm water containment areas. Post-emergent herbicides shall be applied at the appropriate time(s) and applied with care so as not to damage plants, turf areas, or storm water containment areas. Any and all chemical and fertilizer applications shall be documented to include the products used, rates and application dates.

1.6) Pruning:

Shrubs, vines and ornamental trees **in common areas and berms** shall be pruned to maintain their desired natural shape, and to maintain appropriate distances between pedestrian and vehicle areas. Trees (i.e., Crape Myrtles, etc.) shall be pruned when dormant, or as recommended by the most recently adopted University of Florida agricultural standards **or by property manager's request**. Palm trimming shall be completed one time per year in June/ July. A palm count and price per Palm shall be provided to the owner in the contract. The owner will reserve the right to approve which Palms will be trimmed, if any, on a yearly basis. **During the year any broken palm fronts shall be cut and removed by the contractor.**

1.7) Berms:

Berms shall be cleaned, weeded and manicured once a year at the same time that new pine straw mulch is put down. Shrubs and trees will be pruned, grasses trimmed and old foliage removed. Any debris (sticks, pine cones, trash, etc.) will be removed year-round.

2.0) Pesticide Application:

2.1) Turf Pest Control:

All turf shall be inspected weekly and spot treated as needed to maintain a healthy appearance. In the event of infestation, the vendor shall apply broadcast applications of insecticides to bring pest populations within acceptable levels. When possible, low application rates shall be utilized to reduce environmental stress.

The owner requests a per treatment application price for ant/mole cricket control to all Bermuda grass areas to be provided in the proposal to be used in the event the district adds or deletes an application. The owner shall approve this application in March. The owner per season, to avoid pest resistance, shall approve products such as fipronil, bifenthrin and imidacloprid. Documentation will be provided to the owner per application to include product used, application rates and treatment dates.

Top Choice granular insecticide blanket application (for Fire Ant control) shall be applied annually at the three main entrances, roadways, amenity center, and surrounding common Bermuda grass areas. Fire ant control shall be applied during the year, as needed, to control mound outbreaks with a product other than Top Choice.

2.2) Shrub and Tree Pest Control:

Shrubs and trees shall be inspected bi-weekly for insect activity. When pest presence reaches unacceptable levels, systemic insecticides shall be used. If infestation is widespread, apply low rate broadcast applications. Any shrubs or trees that are lost due to insect infestation that is not identified by the Vendor, during the bi-weekly inspections shall be replaced at the expense of the contractor.

3.) Fertilization:

3.1) Turf Areas:

All lawn areas (entry and roadway, amenity center and mail kiosk and the St. Augustine grass on the berms) shall be fertilized with granular slow release fertilizers. A per fertilizer application price shall be provided in the proposal to be used in the event the district adds or

deletes an application. The owner reserves the right to approve each application on an individual basis dependent on seasonal conditions. Each application shall be documented with product choice, application rates, as well as treatment dates. The pre-emergent herbicide applications shall be made to the turf first in February – March, and secondly, in September – October. The applications will be documented for the owner to include product choice, application rates and treatment dates.

Applications shall be made using the following schedules:

Round 1 – March

Round 2 – May

Round 3 – September

Round 4 – November

Fertilizers shall be sulfur coated and provide a uniform homogenous distribution of N.P.K. appropriate for the time of year. One pound of total Nitrogen shall be applied per application. Weed control in turf and landscape areas shall be done as needed to maintain a healthy, weed-free appearance. Remove fertilizer and chemicals from roadways and parking areas after application.

Turf areas planted by the vendor shall be warranted for one-year from the date of installation (warranty period) to grow properly. If any turf areas planted by the vendor do not grow properly within the warranty period the vendor, at its cost, will replace the turf area immediately once the warranty period has expired.

3.2) Shrubs and Trees:

Shrubs and trees shall be fertilized 2 times yearly with a balanced, granular, slow release nitrogen source. Additional micronutrients and added manganese will be applied to palms and magnolias. Applications shall be made using the following schedules:

Round 1 – March

Round 2 - September

One application of a systemic insecticide and liquid fertilizer shall be made to all shrubs and trees. This application will be in April – May. A per application cost will be provided to the owner per the proposal to be used in the event the district adds or deletes an application. The owner reserves the right to authorize this application based on environmental conditions. Documentation will be provided to the owner per application to include product used, application rates and treatment dates.

Seasonal annuals shall be fertilized on 30-day cycles utilizing water-soluble nitrogen.

Shrubs and trees planted by the vendor shall be warranted for one-year from the date of installation (warranty period) to grow properly. If any shrubs or trees planted by the vendor do not grow properly within the warranty period the vendor, at its cost, will replace the shrubs or trees immediately once the warranty period has expired.

New shrubs and trees, when purchased, shall be removed from their shipping container when planting and precautions taken to avoid root bounding.

4.0) Irrigation Inspection and All-Inclusive Package Guidelines:

Bi-weekly inspections (26 inspections per year) to all controllers and the full irrigation system including battery controllers will be performed by the Contractor and shall included:

- All sprinkler heads checked for proper operation and coverage. Minimize overspray onto roadways and pedestrian areas when possible.
- Inspect all valve boxes for broken or missing lids, replacing as needed.
- Adjust as needed the controller to provide proper application of supplemental water while following the required SJRWMD guidelines.
- Adjust watering schedules to correspond with seasonal color installation, fertilization applications and pest control operations.
- Adjust watering schedules as required by District Operations Manager as needed to accommodate special events and sports activities.
- Watering schedules will be adjusted as needed based on seasonal rainfall amounts.
- A written report for each inspection outlining all zone inspections shall be provided to the District Operations Manager upon completion of each inspection.

This contract shall include an all inclusive irrigation repair policy. The annual inspection contract amount shall include all of the following repairs as needed:

Amount shall include all of the following repairs as needed:

- Lateral line repairs.
- Valve repair and replacement as needed.
- Solenoid replacement.
- Head replacement, raising and adjusting as needed.
- Relocation or adjustment of heads to accommodate plant growth.
- Wire splices, locating cut wires as needed.
- Valve box replacements.
- Decoder repair and replacement.
- Battery replacement in all controllers as needed to maintain memory functions.

The following items fall outside this contract:

- The water source and pump system and their respective controls and power supplies.
- Mainline repairs of 4" pipe size and above.
- Timer repair and replacement.
- Damage due to vandalism, verifiable lightning strikes or power surges.

As this is an all inclusive irrigation contract, any damage to the landscape due to an irrigation related issue, be it over or under watering, shall be repaired or replaced at the landscape contractors expense. There shall be no extra costs for special service calls for repairing, adjusting or maintaining the irrigation system unless the damage is due to vandalism or power surges. All irrigation repairs shall be completed within 24-hour of notification.

5.0) Mulching:

All entry's, amenity areas, roadways, and roundabouts shall be mulched twice yearly (March and late summer) with Red Cyprus Mulch at a 2" depth. Pine Straw is to be applied to all berm areas twice a year in March and September at a depth of 3". A per application price shall be provided to the owner in the contract. Additionally, a per-application price to renovate the beds, to remove the old mulch and re-fresh shall be provided in the contract. The owner reserves the right to add or subtract applications. **The owner also reserves the right to substitute a mulch application with a mulch removal.**

6.0) Seasonal Color:

Annuals shall be changed out in 4 cycles yearly. Color and species shall be discussed with and approved by the District Operations Manager prior to installation. Additional soil amendments, fungicides and insect applications shall be performed to maintain vigorous growth and color. Change out schedule is as follows:

- Spring – March
- Early summer – June
- Late summer – August / September
- Winter – November / December

Area to receive seasonal color shall be at the entrance islands with a minimum number of plants to be as follows:

- SR16 and San Giacomo entrance a minimum of 420 plants per installation.
- Pacetti Road and Terrancina entrance a minimum of 85 plants per installation.
- Main entrance at Pacetti Road a minimum of 215 plants per installation.
- **San Marino entrance a minimum of 72 plants per installation.**
- **Amenity center beds and roundabout a minimum of 612 plants per installation.**

7.0) Additional plants:

The Contractor shall also provide free of charge the labor and materials for the following items:

- **300 1-gallon ornamental shrubs or ground cover.**
- **100 3-gallon shrubs or groundcover or ornamental grasses.**
- **10 30-gallons hardwood trees.**
- **Christmas color display of poinsettia's to be provided at the amenity center before the holiday.**

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
ANNUAL LANDSCAPE AND IRRIGATION MAINTENANCE PROPOSED SCHEDULE OF VALUES

Item No. And Description (Refer to Scope of Services and Maintenance Map for Descriptions)

1. a) Mowing (string trimming, edging and blowing) - Including pond banks
\$ _____

Alternate 1

b) Mowing (string trimming, edging and blowing) - pond banks but utilizing small maintenance equipment (mowers with a deck not to exceed 36") **2 feet from the water's edge 6' up towards the top of the bank**
\$ _____

2. Weeding
\$ _____

3. Pruning
(Shrubs, vines, palms and ornamental trees)
\$ _____

4. Pesticide Application (Turf, Shrubs and Trees)
\$ _____

5. Fertilization (Turf, Shrubs and Trees)
\$ _____

6. **Irrigation Repairs (All-inclusive except 4" and bigger repairs)**
\$ _____

7. Mulching
\$ _____

8. Seasonal Colors
\$ _____

TOTAL PRICE PROPOSAL (Items 1 – 8)
\$ _____

TOTAL PRICE PROPOSAL (Items 1 – 8) ALTERNATE 1
\$ _____

Proposal Summary by Month (2019/2020/2021)
(Reflect effect of seasonal variations in monthly costs)

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Proposal Summary by Month (Alternate 1 – 2019/2020/2021)
(Reflect effect of seasonal variations in monthly costs)

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

**TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE
UNIT PRICES**

Please provide the following unit prices for the following items. Each unit price shall include all costs for complete, installed work including materials, labor, overhead and profit. All material shall be Florida No. 1 or better.

SOD/SEED/MULCH:

Sodded Bermuda 419, St Aug, Bahia. SY	\$ _____
3" Deep Pine Straw, CY	\$ _____
3" Deep Shredded Red Mulch, CY	\$ _____
Seeded Winter Rye, SY	\$ _____
Removal of Aged Mulch – Berms	\$ _____
Removal of Aged Mulch – Entrances, Amenity Area, Roadways and Round-About	\$ _____

SHRUBS:

Crown Grass – 3 gal.	\$ _____
Dwarf Yaupon Holly – 3 gal.	\$ _____
Parsons Juniper – 3 gal.	\$ _____
Knockout Rose – 3 gal.	\$ _____
Sea Green Juniper – 3 gal.	\$ _____

ANNUALS:

Annuals in 4" pots per flat of 18	\$ _____
-----------------------------------	----------

TREES (CONTAINER):

Crape Myrtle – 65 gal., 100 gal.	\$ _____	\$ _____
Wax Myrtle – 30 gal.	\$ _____	
Southern Magnolia – 65 gal.	\$ _____	
Nelly Stevens Holly – 30 gal.	\$ _____	
Live Oak – 100 gal., 200 gal.	\$ _____	\$ _____

Miscellaneous:

Please provide rates for the following items:

- A. Mowers (riding mower) \$_____ Acre
Mowers (mower – not to exceed 36") \$_____ Acre
- B. Bush-Hog \$_____ Acre
- C. Tractor/Skid Steer \$_____ Hour
- D. Supervisor with Transportation \$_____ Hour
- E. Laborer with hand equipment \$_____ Hour
- F. Dump/Flat-Bed Truck \$_____ Hour
- G. Irrigation tech labor rate \$_____ Hour
- H. Additional site pick-up \$_____ Per Trip/Load Price
- I. Additional Irrigation Inspection \$_____ Hour
- J. Additional Palm Tree Trimming \$_____ Hour
- K. Back-Hoe/Trencher/Excavator \$_____ Hour
- L. Fire Ant Control \$_____ "Top Choice" Application
Fire Ant Control \$_____ Spot Treatment Application
- M. Ornamental Grass Maintenance
Berms & Entryways (S.R. 16 San Giacomo to Porta Rosa Circle and Pacetti Road to include
Positano to Porta Rosa Circle \$_____ Per Treatment Cost
Amenity Center (including pool area) \$_____ Per Treatment Cost
Common Area Fields & Abutting Berms \$_____ Per Treatment Cost
All other Berm Areas \$_____ Per Treatment Cost
- N. Aeration (Amenity Center Field) \$_____ Area Cost Per Treatment
Aeration (San Giacomo) \$_____ Area Cost Per Treatment
Aeration (Pescara Field) \$_____ Area Cost Per Treatment
Aeration (Positano & Porta Rosa Circle) \$_____ Area Cost Per Treatment
- O. COST FOR ADDITIONAL MOWING (as requested and District approved)
Lump Sum as requested depending on area \$_____ Acre

P. Hurricane and Storm rates.

Before, during and after the storm/hurricane the district operations manager and contractor will be in contact with each other to determine the extent of the damage and the need for additional crew out on district property. After discussion the best plan of action will be formed to ensure safety to the community and its residents. Repairs and replacement will be done at the most cost effective way to the district.

Fully equipped laborer	\$ _____ per man hour*
Backhoe/Front end Loader	\$ _____ per hour**
Skid steer Loader	\$ _____ per hour**
Chipper	\$ _____ per hour **
Specialty Rental Equipment	Proposed as required
Subcontractor costs (if necessary)	Proposed as required
Disposal Fees	Proposed as required

**Turnbull Creek Community Development District
Maintenance Maps**



0 400 800 1,600 Feet
1 inch = 800 feet

Legend

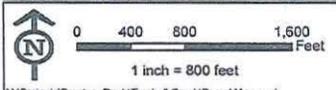
Turnbull Creek CDD Property
October 10, 2011

**TURNBULL CREEK
CDD**



ENGLAND • THIMS & MILLER, INC.
WILL MAKE REPRESENTATION ON THE MAP IS LIMITED TO
CONTRACTOR'S REPRESENTATION AND NOT BEING
WARRANTY EITHER EXPRESSED OR IMPLIED OF THE
CONTENT ACCURACY OR FITNESS FOR ANY PARTICULAR
PURPOSE OF THE INFORMATION INCLUDED HEREIN.
ENGLAND, THIMS & MILLER, INC. SHALL NOT BE RESPONSIBLE IN ANY WAY FOR
ACCURACY OR COMPLETENESS OF THE INFORMATION
CONTAINED HEREIN.

TURNBULL CREEK CDD			
No.	Parcel ID #	Owner Name	Acreage
1	0286870001	Turnbull Creek Community Development District	2.00
2	0286850003	Turnbull Creek Community Development District	1.43
3	0286850003	Turnbull Creek Community Development District	0.20
4	0286870001	Turnbull Creek Community Development District	2.71
5	0286850003	Turnbull Creek Community Development District	1.00
6	0286870001	Turnbull Creek Community Development District	2.12
7	0286850003	Turnbull Creek Community Development District	0.25
8	0286870001	Turnbull Creek Community Development District	11.87
9	0286870001	Turnbull Creek Community Development District	1.73
10	0286850003	Turnbull Creek Community Development District	0.84
11	0286850003	Turnbull Creek Community Development District	3.71
12	0286850003	Turnbull Creek Community Development District	4.32
13	0286850003	Turnbull Creek Community Development District	14.23
14	0286850003	Turnbull Creek Community Development District	3.18
15	0286850003	Turnbull Creek Community Development District	0.34
16	0286853046	Turnbull Creek Community Development District	0.07
17	0286850003	Turnbull Creek Community Development District	1.90
18	0286850003	Turnbull Creek Community Development District	1.30
19	0286870001	Turnbull Creek Community Development District	3.26
20	0286850003	Turnbull Creek Community Development District	2.31
21	0286850003	Turnbull Creek Community Development District	17.26
22	0286870001	Turnbull Creek Community Development District	2.94
23	0286870001	Turnbull Creek Community Development District	0.12
24	0286850003	Turnbull Creek Community Development District	0.93
25	0286870001	Turnbull Creek Community Development District	8.55
26	0286870001	Turnbull Creek Community Development District	0.22
27	0286860001	Turnbull Creek Community Development District	0.24
28	0286860001	Turnbull Creek Community Development District	9.06
29	0286860001	Turnbull Creek Community Development District	1.73
30	0286850003	Turnbull Creek Community Development District	4.11
31	0286860001	Turnbull Creek Community Development District	2.25
32	0286850003	Turnbull Creek Community Development District	2.90
33	0286850007	Turnbull Creek Community Development District	3.27
34	0286850003	Turnbull Creek Community Development District	14.11
35	0286850003	Turnbull Creek Community Development District	2.68
Total			129.17



Legend
 Murabella LLC Property
 October 10, 2011

**MURABELLA
 LLC**

ETM
 VISION • EXPERIENCE • RESULTS

ENGLAND - THOMAS & MILLER, INC.
 DISCLAIMERS: INFORMATION ON THIS PLAN IS SUBJECT TO
 CERTAIN ASSUMPTIONS AND APPLICABLE
 REGULATIONS. THE CITY OFFERS NO
 WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,
 IN CONNECTION WITH THE INFORMATION PROVIDED.
 THE CITY SHALL NOT BE RESPONSIBLE FOR THE
 ACCURACY OR COMPLETENESS OF THE INFORMATION
 CONTAINED HEREIN.

M:\Projects\Preston_Doubt\Turnbull_Creek\Parcel Map.mxd

Source: St. Johns County

MURABELLA LLC			
No.	Parcel ID #	Owner Name	Acreage
1	0286850001	Murabella LLC	2.82
2	0286850001	Murabella LLC	1.49
3	0286850001	Murabella LLC	1.15
4	0286850001	Murabella LLC	0.78
5	0286850001	Murabella LLC	0.22
6	0286850006	Murabella LLC	26.97
7	0286850006	Murabella LLC	1.63
8	0286850006	Murabella LLC	4.39
9	0286850006	Murabella LLC	0.06
10	0286850006	Murabella LLC	1.79
Total			41.31

RESOLUTION 2018-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT
APPROVING BID DOCUMENTS FOR LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for certain basic public infrastructure, including landscape and irrigation improvements; and

WHEREAS, the District desires to conduct a public bid process for the maintenance of the District’s landscape and irrigation improvements; and

WHEREAS, due to the high degree of specialization required to maintain the District’s landscape and irrigation improvements, and the desire of the District to maintain a high quality of maintenance services for those improvements, the Board of Supervisors of the District (“Board”) hereby determines that it is in the District’s best interests to competitively bid the landscape and irrigation maintenance services (“Work”) through a Request for Proposals (“RFP”) process; and

WHEREAS, the Board desires to approve the Project Manual for the Work, including the advertisement, instructions for proposers and evaluation criteria; and

WHEREAS, the Board desires to further authorize the Chairman or Vice Chairman (in the Chairman’s absence) in consultation with District Staff, to effect any further revisions to the documents that are in the best interests of the District.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this resolution.

SECTION 2. The Board hereby approves in substantial form the Project Manual, including advertisement, instructions for proposers and evaluation criteria, for the Work, as attached hereto as **Exhibit A**, and subject to further review and revision by District Staff as finally approved by the District’s Chairman or Vice Chairman (in the Chairman’s absence).

SECTION 3. The Board hereby authorizes the Chairman or Vice Chairman (in the Chairman's absence), in consultation with District staff, to effect any further changes to the bid documents, including but not limited to extending the due date provided for in the instructions to proposers, that are in the District's best interests.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of January, 2018.

ATTEST:

**TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman/Vice Chairman

SIXTH ORDER OF BUSINESS

C.



MuraBella
Field Operations Manager Report

Date of report: 1/1/2018

Submitted by: *Lourens Erasmus*

Slide restored:



Slide interior and exterior was restored and completed.

Photo cell replacement:



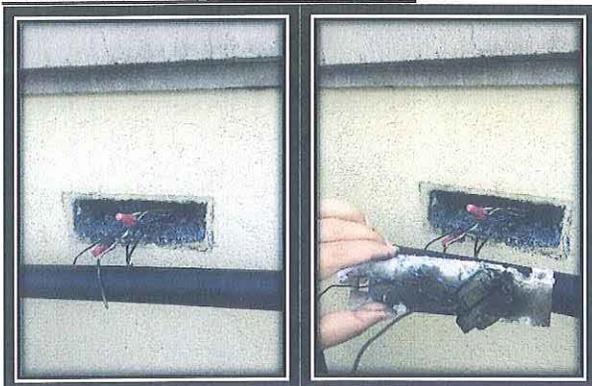
Several old photo cells have been replaced.

Clean up:



After the shades were installed we cleaned up the parking lots, sidewalks and other areas. We filled some holes around the playground with the extra dirt.

Troubleshooting electrical lights:



The lights in the wall coming down the walkway is rusted and burned out. We are still in the process of determining what our options are.

Picnic bench:



Some our benches are bent badly, we swapped them out with seats from the lesser used benches out on property.

Irrigation repairs:



We had several broken heads, pipe and nozzles that we repaired.

Dog station repair:



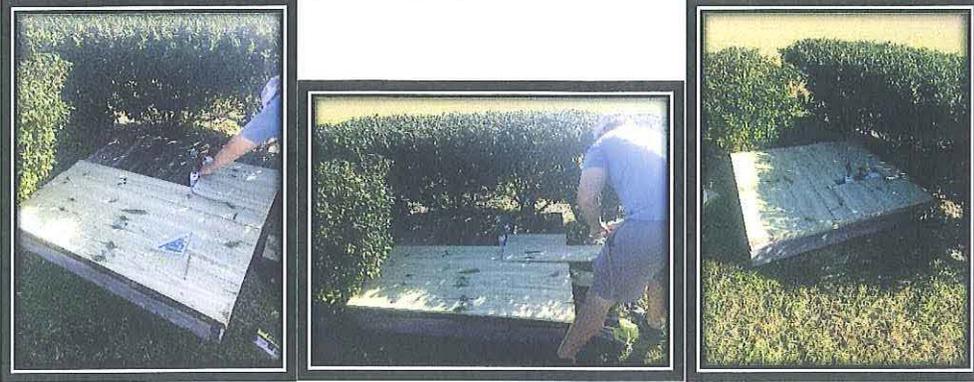
The post we broken so we installed a new post.

Entrance spot light replacement:



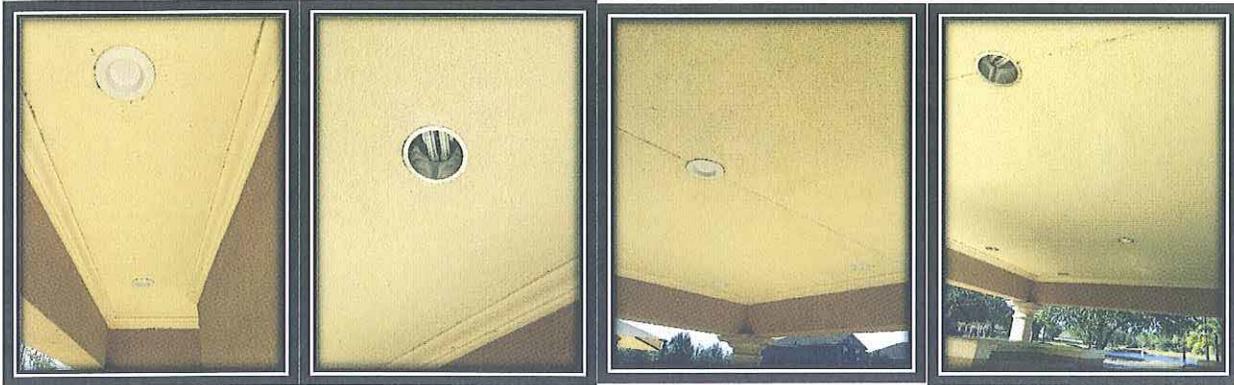
The old spot lights were rusting out and allowed moisture to get in. The bulbs kept blowing out, we replaced them with a led fixture from Home Depot.

Replacing rotten wood over the well:



We reinforced the existing cover with some pressure treated wood.

New led light installs:



We continue to replace old ballasted lights with new led lights at the mail kiosks.

Pescara entry roof fix:



The roof tiles were coming lose and were reset.

D.

MURABELLA

Exactly what you want, exactly where you want it.

Amenity Center Management Report

Date of Meeting: 1-9-18

Submitted by: *Mark Insel*

➤ Facility- Key points

- *Due to the pool work we have been limited to deck work and landscaping. The pool work is moving along well and will be open again before too long!*
- *We have added new flowers and mulch around the facility.*
- *The quarterly fitness center preventative maintenance has been completed.*
- *The UPS holiday pods will be leaving the parking lot very soon.*
- *Touch up painting on doors and fixtures are ongoing.*

➤ Activities- kids, adults, fitness, athletics, swim team

- *Ongoing programs: Flag Football, Soccer, Zumba, Yoga, Ballet, Story time, The Bookmobile, Many HOA/Community Use clubs and Coffee Club.*
- *Our Amenity Ballet, Zumba and Yoga classes continue to increase in attendance. Classes are almost full capacity as of late.*
- *Flag football season begins January 20th*

➤ Amenity Management

- *We had the Christmas Event with Santa on December 1st. There were roughly 300-450 residents. We had Santa Visits for 4 straight hours. All were accommodated and everyone was pleased. The weather was perfect and the festivities out on the grounds were great. Thanks again to Reverb Church teaming up with us to have a large event!*
- *We have had MANY calls to the Sherriff for issues on site. We have had a few arrests and trespasses for many reasons, drug use, fighting, and thefts. The Sherriff is called about 4 out 7 days a week by staff or residents.*
- *We continue to have an increase with new registrations and requests from residents (access cards, FIELD RESERVATIONS, rentals, etc.).*
- *We continue to have an increase with non-resident usage; we send many away that are non-residents from the pool gate and fields. This has become more of a task in the evening at sunset and when the fields and courts close.*

MURABELLA

ENVERA INTRUDER REPORT (Pool Deck)

Events for the month
of:

December

Date of Event	Description of Event	Damage	Cost of repairs
n/a	No instances to report	n/a	n/a

Should you have any comments or questions feel free to contact me directly



904-940-1157

SEVENTH ORDER OF BUSINESS

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Turnbull Creek Community Development District was held Tuesday, November 14, 2017 at 6:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Chuck Labanowski	Chairman
Brian J. Wing	Vice Chairman
Aage G. Schroder, III	Supervisor
Lee Clabots	Supervisor
Wil Simmons	Supervisor

Also Present were:

David deNagy	District Manager
Jennifer Kilinski	District Counsel
Mike Yuro	District Engineer
Mark Insel	Vesta/Amenity Services Group
Dan Fagen	Vesta/Amenity Services Group
Lourens Erasmus	Vesta/Amenity Services Group
Matt Krabill	Vesta/Amenity Services Group
Daniel Laughlin	GMS, LLC
Sete Zare	MBS Capital Markets by telephone

The following is a summary of the actions taken at the November 14, 2017 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 6:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. deNagy stated I have a couple comment cards that I will read into the record. George Jacobs, appearance of common grounds. I am going to pass that along to Lourens for follow-up. Paul French, dead branches on the tree at the entrance looks poor. Again, trees on the entrance and I will pass that on to Lourens.

Ms. Zare joined the meeting by telephone at this time.

Mr. deNagy stated the last comment card is from Kathy Venezia, when is the jogging trail at Pescara area going to be fixed and she attached a couple of pictures and that is a topic we will be talking about tonight.

THIRD ORDER OF BUSINESS

Staff Reports (Part 1)

A. Landscape Manager (Presenter: Dual Landscape)

There being none, the next item followed.

B. Engineer (Presenter: Mike Yuro)

1. Pond Banks

Mr. Yuro stated Vallencourt was selected as the contractor for the pond bank work and we have been working on amending the contract to suit their comments and sent it back to them last week then we were advised that they were respectfully withdrawing their proposal. They apologized and indicated that they have so much work in the last two months that they didn't have the staff and resources to devote to it in the foreseeable future.

I sent you an email and included the bid tabulation from the bids received in July. I would think that even if the board wanted to go with the next lowest bidder we would need to confirm pricing is still valid and I suspect that all contractors would likely want to revisit their pricing.

It was the consensus of the board to have staff rebid the project.

2. Pescara Outfall Structure

Mr. Yuro stated there is a fiberglass skimmer on the structure and during the storm it broke and blocked the structure and caused more severe flooding in the pond than what should have happened. I reached out to the water management district because it was my recommendation that we don't put the skimmer back if it is not necessary and they agreed as long as the total impervious area is less than 50% and I was able to find the original permit application and demonstrate that and I submitted that to them and they are looking through their files. There is nothing for us to do as far as repair or replacement of the skimmer and there will be no cost and in a future big storm we won't have that issue again.

3. Pescara Track Drainage

Mr. Yuro stated I met Supervisor Clabots at the site and the drainage is such that the water is not draining off the track. I reached out to a contractor to get an idea if we were to install five yard inlets in the low spots with two discharging directly into the pond and three to be interconnected with the existing storm inlet and if the board wants to move forward I will get a couple proposals. The proposal from Duval Asphalt was \$13,340 and for an underdrain system in the wet area that would add \$10,600 to the cost.

Mr. deNagy stated we have other drainage issues, and one of the handouts I provided tonight showed issues in San Marino and it might be something we consider along with Pescara.

Mr. Yuro stated for the next meeting I will compile a comprehensive list of the areas and get pricing from a contractor so that the board can make a decision.

4. D.R. Horton Lot Drainage Issue:

Mr. Yuro stated the way everything was finally graded at 465 Porta Rosa circle the backyard is holding water and D.R. Horton is proposing to install some yard inlets that would need to tie into the adjacent pond, which is one lot away. I asked Jennifer to confirm if the private drainage easement would allow improvements within that easement and she said that it would. D.R. Horton proposes to do all the work themselves and from a drainage perspective I don't see an issue as the water from this lot was originally designed to make it to the street, go in an inlet then back to the pond. It is just not going where it was originally designed to go.

Ms. Kilinski stated I suggest you have a license agreement with D.R. Horton that specifies the parameters; restoration to previous condition, and if there are cascading affects that they will fix those cascading affects.

Mr. deNagy stated I would like to move an item out of order, 5B staffing the amenity center then the bond discussion.

Staffing the Amenity Center Easter/Thanksgiving (Presenter Dan Fagen)

Mr. Fagen stated currently we are closed four days, New Years, Christmas, Thanksgiving and Easter. Basically, you have a simple choice either the facility is closed and unstaffed or

unstaffed and wide open. Since you have access to the pool through the fitness center it is pretty much wide open, if the gym is open the pool is open. The concern would be if someone goes to work out they would have access to the pool therefore, if something were to happen at the pool there will be no staff on duty to address any concerns whether it is a biohazard, slip and fall in the bathroom or whatever that may be. You either lock down the gym and it will be closed completely or the fitness center and pool deck would be open.

Mr. Wing asked if there is no staff present is that a liability risk?

Ms. Kilinski stated it is always a heightened risk of liability but we do have insurance and if we do proper notice there is not more of a risk.

Mr. Wing stated the gym is open until 10:00 p.m. and there is no one here at 10:00 p.m.

Ms. Kilinski stated it puts you more at risk of something happening but in terms of defending a lawsuit there is not a difference because you have staff or you don't have staff so long as you have done noticing.

Mr. Simmons moved to have the gym and pool open on Easter and Thanksgiving and Mr. Clabots seconded the motion.

After board discussion, the motion was amended to have the gym and pool open Easter, Thanksgiving, Christmas and New Year's.

On voice vote with two in favor and Mr. Labanowski, Mr. Wing, and Mr. Schroder voting no, the motion failed.

On MOTION by Mr. Labanowski seconded by Mr. Wing with all in favor the gym and pool will be open on Easter and Thanksgiving with no staffing.

It was noted the pool, in December and January, will be closed during the resurfacing work.

Floating a Bond for District Repairs

Mr. deNagy stated we have one other item out of order and that is the discussion item of possibly floating a bond for district repairs. Before we have MBS Capital talk to you there has been discussion on the floor and Kathy in the back has talked about possibly funding for some of

our deferred maintenance items in our capital reserve study. We also talked about some improvements necessary in the district with regard to our walking tracks in Pescara, San Mari and different areas. I believe there are other possible capital improvements that I'm sure could be talked about and included in the list as well. I did work with Jennifer and reached out to MBS about the possibility of funding this and how that would work. I sent you an email this afternoon explaining a little about what MBS is going to propose. I'm sorry it came so late that is something I wouldn't expect the board would necessarily make a decision tonight about but I do have MBS on the phone to explain things to everybody, we can ask some questions if the board would like to move forward we certainly can or we can table this for further thought to our next board meeting.

Mr. Clabots stated the problem I have with this.

Mr. deNagy asked can we get Sete to do a little introduction to this?

Mr. Clabots stated I'm thinking before we do the introduction. I have to tell you as a board member I was a little miffed getting this four hours before the meeting.

Mr. deNagy stated I agree.

Mr. Clabots stated okay and I'm a little miffed that somebody is going to ask me to vote on a proposal I received four hours before the meeting. Because if you ask me to vote on it I will vote no. I see some merit in this proposal but I think the board ought to have the opportunity to hear the presentation, I think the board ought to hear the opportunity or have the opportunity to consider this in more detail before we are asked to vote on it tonight. And that is my comment.

Mr. deNagy stated thank you. Sete, I will turn it over to you.

Ms. Zare stated before we get started in order to comply with MSRB G17 and Dodd Frank, you will see an investment banking agreement placed in front of you that requires a signature and you can terminate MBS at any point in time during or after the presentation. It is not binding at all but I do need it in order for me to present our finding to be signed prior to actually going in detail on the analysis.

Mr. deNagy stated also for the board's reference this is something we did in our prior bond refundings and by signing this we are not obligated to any payments to MBS for anything unless bonds are eventually issued. Is that correct?

Ms. Zare stated that is correct. At no point in time will the district owe anybody on the working team any money for any efforts put forward on this potential financing until such time the bonds are closed.

Mr. Clabots stated what intrigued me about this proposal if we had just approved an increase in the CDD fees and all of a sudden we get this proposal to float another bond issue, which in normal circumstances that would suggest we approved CDD fees for the operation side and by the way we are going to backdoor you for an increase in the debt reserve portion of the CDD fee. What intrigued me about this and that I would like a lot more discussion about in the next to the last paragraph in your email you note, the residents would actually see a financial relief through 2037, I won't be around, in that the \$207,081 or \$229 per unit deferred maintenance fee would be eliminated and the debt service for the series 2018 bonds would only be \$127. Thus providing a net decrease of \$102 annually to residents. As I read the proposal it is being done by paying interest through 2037 and again I won't be here it would be nice if I was but I probably won't, and then you just pay like a balloon mortgage if you will, okay. I think that needs to be explored in more detail. I would like to hear about that. I would like to think about that and I think our residents ought to be able to think about that because quite honestly it sounds like a shell game to me. I am not a person who believes in increasing debt. I think that is bad conservative management. That is my position on that. But this intrigues me I would like to see more information about it. I would like the board to consider more information about it and I would like to understand it better and I would like the residents to understand it better. That is my comment.

Mr. deNagy stated Sete, we will turn it back over to you. I think what we are looking for and Jennifer, correct me if I'm wrong but we look for a motion to go ahead and proceed with approving the MBS Capital proposal so that Sete can at least talk about what she has put together. Am I correct?

Ms. Kilinski stated that is right and that was passed several years ago at the federal tax level, in order for Sete to provide a presentation you have to engage them even though there is no cost, you can terminate it immediately but it is a federal tax requirement now.

Mr. Clabots stated so there is no dollar liability by signing this.

Ms. Kilinski stated exactly and we have done this in a number of districts, that is not a farce it is clearly true.

Mr. Simmons asked timeframe in terms of signing it and before there would be some type of liability?

Ms. Kilinski stated the only liability would be incurred at the time you issue bonds so if you get all the way down the road and let's say 6 months the interest rate environment changes and before you issue bonds it goes to 12% and you say no way does that make financial sense anymore, any of the consultants that have provided any services to you for that issuance would be paid zero. That is how that works. Just a note you will see in the flow of funds anything that did end up being incurred by the district as it relates to that bond financing is paid out of cost of issuance, which you see a line item here for so it wouldn't come out of your operations and maintenance fund either.

Mr. Clabots stated I will move to sign the agreement because I would like to hear more.

On MOTION by Mr. Clabots seconded by Mr. Labanowski with all in favor the agreement with MBS Capital Markets to work on funding various improvements and qualifying deferred maintenance items was approved.

Ms. Zare stated I appreciate that. In small defense on my part I could not provide any presentation in advance of the meeting until the IBA was actually signed and that is the reason for the delay in materials.

With that said let me review the district's current outstanding debt. At any point in time feel free to ask me any questions, I'm happy to make time to answer any questions. Currently you have three series of bonds outstanding, series 2015 A bonds are secured by Phase 1 and Phase 2 and is roughly \$12.355 in outstanding par. Now we will go to total debt service in a moment but the key point in here is the maturity is in 2035. The next debt issuance is 2016 bonds and it is secured by Phase 3 and that is 215 units, outstanding is \$4.1 million and its maturity is May 1, 2037 so we have already established the 2035 maturity, with the 2018 bonds, and 2037 maturity, with the Series 2016 Bonds. The last series of bonds is separate and apart and we will come back to it is 2015 B1 and B2 bonds and that is secured by all units within the district, so all 959 units were originally subject to that debt, you have 4 prepayments therefore 955 assessable units for that series. The total debt there is \$1.2 million. In originally being approached it sounded like the district is trying to relieve itself of deferred maintenance of

roughly \$2.3 million. We will have to qualify some of those projects as capital improvements and in order to qualify for bond proceeds to be used for such projects it typically means that the improvements provide for extending the life of the asset beyond the 30 years. It definitely will need some work on our part to ensure that you are within the legal tax realm of using the bond proceed money.

When structuring your 2018 bonds immediately our thought went to paying interest only for the first half of the issuance as its residents are paying debt service on not one or two but three series of bonds. Some of those assessments are layered on different assessment areas but overall you have three series of bonds outstanding and you have O&M fees that consistently being paid in conjunction with this debt and thus is a financial burden. Step one is to actually make your 2018 bonds interest only until 2037 so if you think about it that 2037 matches the maturity of the 2016 bonds. With your interest only is about \$127 per resident each year thru 2037. That relieves the district of the immediate financial burden. That goes back to what was said earlier about \$210,000 O&M fee just for maintenance, which translates back to \$229 per resident. If you eliminate that fee and replace it with \$125 that in essence would provide the residents with \$100 relief until 2037. The key point about 2037 is it goes back to the fact that your 2016 bonds and 2015 bonds by 2037 will be defeased in its entirety and the only outstanding bonds you will have is your 2015 B1 bonds that mature in 2045. I layered the 2018 bonds with the principal in the last half of the bonds from 2038 to 2045 to relieve the district of principal and interest payments now and thus minimize the burden because right now you have your 2015 A1 debt and your 2016 debt service payments. The debt service in the last half of the bonds is \$550 combined with your 2015 B bonds.

Mr. Clabots stated I have to stop you and ask a question. As we are saying that to do it this way we would eliminate \$229 per unit per year for deferred maintenance. One of the things we did in this past budget was we increased fees to all residents to build a capital reserve fund. If you are going to offset this in the budget what happens to our capital reserve fund because between now and 2037 that is 20 years.

Mr. Wing stated I believe the bond proceeds must be used within a three year period so what do you do with the other 34 years?

Mr. Clabots asked what do you do with the other 34 years? Are we really reducing a capital reserve fund contribution to do this or are you really doing this and down the road you are

going to say oh, by the way we still need to fund the capital reserve because after three years this stuff gets old, how do we replace it again and that is the problem I'm having with the analysis.

Mr. Wing asked is there further analysis or are we moving into the discussion?

Mr. deNagy asked Sete do you have more that you were going to present?

Ms. Zare responded no, in essence that is the structure and I would be happy for any questions at this point in time.

Mr. deNagy stated if I could back up a second and address a little of what Mr. Clabots was asking about. I think what we are looking at is we are just looking at deferred maintenance in this analysis I don't think we are going to get all the deferred maintenance to be paid for with bond money. Some of the deferred maintenance probably wouldn't qualify. That would be a question for bond counsel. We do have other projects as I mentioned at the onset in the district that we might want to talk about, our drainage issues for example. That is something we need to get a better grasp on and work with our engineer and counsel on.

Mr. Simmons stated I just want some clarification. I'm listening to what she is saying and she said in 2037 that the net effect is going to be \$102 the difference between the \$229 and the \$127 and that is going to be the savings that the homeowners is going to see.

Mr. deNagy stated that would be initially that would be right now. You would see that \$102 savings now. What would happen in 2037 is when this balloon payment goes into effect as Mr. Clabots put it, your debt assessment is going to go up, but the current debt assessments are going to be paid off, so they go away.

Mr. Clabots stated you run your mortgage out further.

Mr. Wing stated I agree with Lee it would have been nice to have this a little bit further ahead of time. I didn't have a chance to see this all through. Just preliminary thoughts, first of all as you indicated the bond has to be used for significant improvements or new, correct? So I went back and looked through the study, I'm not seeing a whole lot on there that is going to qualify. At least in my mind what is routine maintenance versus a significant improvement and it is interesting that the \$2.3 is exactly what that calls for.

Mr. deNagy stated I gave Sete that number. That is where that came from.

Mr. Wing stated okay. Second thing, we already have \$17.5 million in debt this would add another \$2.4 million. Next, bond rates, you are putting an estimate in here 4% as I understand it this community is rated BBB, which is one step above junk bonds.

Ms. Zare stated I'm happy to discuss that. The thought when I did it because you are right this is a built out community, and the community has a strong underlying credit, that is not to say that it could come in less depending on where the market is or greater depending on where the market is. I think to keep in mind that typically new money deals are running around 5% or 5 ½% and we are in the 5% range on a conservative base.

Mr. Wing stated you said 4% in your proposal and you just said right now they are running 5 ½%.

Ms. Zare stated right, if you look at a new money dirt deal no bonds, no first assessment I would go for 5 ¼% or 5 ½%.

Mr. Wing stated that seems to be the going bond rate. I looked at a website that showed recent issuances by CDDs and that is about what it was running for new money opposed to refinancing a bond like we did the last time.

Ms. Kilinski stated I think what Sete is pointing out though is the difference is it is a lot riskier when you have just dirt and here you have houses. You get a lower interest rate. I the district's we have done new money meaning new issuances for Julington is a good example they get 3 ½% because there are so many houses already there. You get a lower rate because you have houses here.

Mr. Wing asked but I think they went from 3 to 5 over the life of it as I recall?

Mr. Kilinski stated some of them do. This one I don't think she is proposing that.

Mr. Wing stated that said if we add another piece what was that likely to do to our bond rating? I can't imagine it would make it any better.

Ms. Zare stated when you add debt it will impact the underlying credit but at the same time your market value of your homes are increasing over the course of the bond. Every year the market value of each lot is increasing as well. You can include that but at the same time the underlying credit is very strong here and if we were to go back to the market to refinance some of your bonds I think with where your credit is and how built out you are the additional \$2 million wouldn't significantly impact the overall credit dynamics of your district. You are really only impacted if you were trying to refinance your 2015 and 2016 bonds. While we will be adding \$2.8 million debt to the district we have to also account for the fact that your market value is slightly increasing each year as well. It is not going to be dollar for dollar it is going to have some sort of offset.

Mr. deNagy stated the whole premise of this to begin with is we were talking about saving money by incorporating some of our deferred maintenance items and some of our capital items like our pond bank maintenance and drainage issues into debt as opposed to paying out of O&M.

Mr. Wing stated I understand. Just a couple other things. \$2.8 million would be the total and that leaves about \$500,000 in issuance fees for which that is just \$500,000 spent.

Ms. Zare stated it would be about \$150,000 for the working team and 2% underwriters discount around \$50,000.

Mr. Wing asked that includes bond counsel and everybody? Total cost of issuance my understanding is usually between 10% and 12%.

Ms. Zare stated I missed that what did you say?

Mr. Wing stated you said the cost was \$150,000?

Ms. Zare responded \$150,000 for your working team, that is bond counsel, district counsel, engineer, assessment consultant your district manager and then there is underwriters discount, which is our fee of 2% at par so the total you are looking at is about \$200,000 overall cost of issuance.

Mr. Wing stated that is \$200,000 in fees that homeowners will pay and get absolutely nothing for.

Ms. Zare stated you are getting something, you are provided with improvements to the stated projects.

Mr. Wing stated I am actually not convinced that we need to do a bond issue.

Mr. deNagy stated that is fine, we are exploring this right now that is all we are doing.

Mr. Clabots stated your comments before, I don't mind exploring it I don't mind knowing what options we might have. This loan, to put in the context of our capital reserve fund, and how much of the capital reserve fund do we need to maintain now and going forward and issuance of additional debt. I have to tell you I am intrigued by that paragraph in your email, I don't quite believe it yet. Because I don't think it takes into account that we are still going to have to have a capital reserve fund the 959 homes are going to have to pay for it.

Mr. deNagy stated I agree with you.

Mr. Clabots stated I think all of those numbers need to be put together to tell me what is the real picture of doing this. This starts and Brian made a good point, \$2.3 million \$2.4 million

take it out of the capital reserve fund, that is a number. How does it all fit together? I think there are some assumptions that go into this thing. I need to understand better before I am about to take us \$2.8 million in debt more.

Mr. deNagy stated the conversations I have had with Sete and Jennifer is there are other issues we need to look at and I need to talk to Mike about our remaining pond bank work, that was discussed and Chuck suggested possibly funding all of that at once as opposed to piecemealing it through O&M. That is something we want to look at. The drainage issues we talked about earlier would be another thing.

Mr. Clabots stated I don't mind discussing this further but I prefer to make a motion let's table it at least to the next meeting so we have time to get some of that information and absorb this better because I think I absorbed some of it in four hours but I don't think I have absorbed everything in four hours.

Mr. deNagy stated I thought I prefaced that before this whole discussion.

Mr. Simmons stated first and foremost I think the homeowners are going to want to know what the net effect is going to be in terms of their CDD fees because of taking out this bond. I think that is something we have to address because we know there is more than one side to the CDD fee, the operating side, the debt side and that is something that I haven't heard addressed yet. Additionally, the other concern I have is we are saying we need to use the bond because we have drainage issues, capital improvements and things of that nature and it makes me think about our situation on what is the capital reserve is for because to increase the fee by \$129 that was going to get us through, but now we are supplementing it and pulling it out of the bond and that in turn is going to increase the fee again. My concern is what happens next April, next May are we going to turn around and say again, because of the optional side we need another \$75 or \$100 and now I'm not comfortable going back to the homeowners and having that conversation after just getting hit with \$129. There are costs associated with the bond and we can't turn around and say in 2037 it is a net effect it is going to be \$102. I'm not that naïve I think there is more to it than that. I think we have to have some clarity in terms of what is the real picture here because I'm not very comfortable in terms of adding up and thinking we are really saving money. If we are saving money okay but I don't really see that. If somebody can sit down, go through the numbers and show me how we are really saving money outside of just taking money, we have issues but we also have a budget and we have to be budget conscious sometimes I know when I

operate my household we have to be on budget. Just go and borrow I don't get the reason for it right now I'm not sure we are making sense at this point.

Mr. Wing stated I have one more question to ask. What is the total interest cost over the life of this based on 4%?

Ms. Zare stated based on 4% the total interest cost would be \$2.75 million.

Mr. Wing stated \$2.75 million to borrow \$2.8 million.

Ms. Zare stated that is just interest, your debt service would be what your annual debt service payment is a combination of principal and interest but your total interest is \$2.75 million.

Mr. deNagy stated which is not unlike any other bond deal.

Mr. Zare stated exactly, the only difference here is that we have alleviated the district of principal payment in the first half of the bond in order to provide a lower assessment for relief through 2037 while they have their 2016 and 2015 A bonds still outstanding. The intent was not to add to but rather relieve the residents of their current financial burden while at the same time funding the next area of improvements that is on the district priority list.

Mr. deNagy stated just real quick if someone borrowed \$100,000 to buy a house how much do they pay over the life of the loan of 30 years to the bank?

Ms. Zare stated it depends on what your parameters are. At the same time the way the bonds are structured they are structured so that while there is \$2.75 million in interest your debt service is \$127 that you are paying through 2037. The district will replace the \$127 in 2038.

Mr. Schroder stated I think your point is that we do have a mortgage on our house we pay more than we borrowed.

Mr. deNagy stated you pay almost three times what you borrow over a 30 year period.

Mr. Labanowski asked roughly what is it going to end up costing the average homeowner if we were to do something like this?

Mr. deNagy asked Sete what would be the cost over the term of this bond per unit?

Ms. Zare stated each resident would be \$127 annually through 2037 and then it would pick up to that \$467 for the last seven years of the bond. Keep in mind the \$127 and \$467 is put in place to pay back the debt service, to pay principal and interest on the bonds. That is the real impact to residents, \$127 through 2037 and \$467 through the last seven years of the bond.

Mr. deNagy stated in the last seven years of the bond all the other debt service has been paid off other than the pond bank bond, which is \$88 a year.

Ms. Zare stated the project funding is \$2.3 million, the cost of issuance includes your district manager and district counsel, bond counsel and is roughly \$150,000, underwriters fee, which is our fee of 2% taking the risk of selling the bonds all of that is wrapped up in the debt service and the costs are included in the \$127. The real impact a resident will feel is the \$127 until 2037 and the remaining life of the bond of \$467.

Mr. Labanowski stated as far as the homeowners are concerned we just had a \$103 increase.

Ms. Zare stated you have \$130 relief because we are eliminating the \$229 in deferred maintenance you are currently paying out of your O&M. You are pulling down on your O&M by \$229 and increasing your debt service by \$127 that is creating that \$102.

Mr. deNagy stated that is simply an example. We are not saying we are going to fund all deferred maintenance.

Mr. Clabots stated that is an assumption that all deferred maintenance will come out of this.

Ms. Zare stated I think it would be beneficial for the district prior to the next meeting to sit down and prioritize what projects outside the deferred maintenance is a priority to the District and you can wrap that into a financing and get it done all together and the 2% underwriting fee is all inclusive of all of your projects that you decide on. It doesn't have to be specific to the \$2.3 million it could be inclusive of all projects that are capital improvements that we can focus on for this issuance.

Mr. deNagy stated I can go back and recapture the cost that Mike Yuro worked up on the pond bank maintenance, everything. We can look at the drainage again I can go over it with Mike. I can go through the capital reserve study work with Sete and Jennifer to try to come up with some of those items that I think might be potential capital candidates and then we can tweak it from there and see what we have.

Mr. Clabots asked if you do that we are probably looking at less than \$2.4 million.

Mr. deNagy stated it may be, yes. I have no idea what that number is.

Ms. Venezia stated I guess I need to say that no matter how you look at it the debt is with all of us anyway so no matter what we do the residents are going to pay CDD fees. By doing something like this I see it creating a tremendous value to the community, increasing our home values by fixing all the infrastructure in this community and as we know by the previous part of

this meeting a lot of things are falling apart. One of the things was for \$92,000 we have no way of getting that money. And possible other improvements, possible other amenities in the community that residents want and there is no other way to pay for any of that. By doing the bond we can accomplish a lot more and if we don't every year thereafter for who knows how many more years we will constantly be getting increases and our CDD fees will never decrease at any point in time. As we know the last increase was this year, we never get a decrease in CDD fees but doing the bond we will now add tremendous value to this community and do what we need to do and get it done properly.

Mr. deNagy stated Sete thank you very much I appreciate that and I will be in touch with you.

Ms. Zare stated absolutely and feel free to reach out with questions and I will provide any additional analysis that the district wants.

Ms. Zare left the telephone conference call at this time.

FOURTH ORDER OF BUSINESS

Proposals

A. Amending the Payment Terms of the Crown Pool Cleaning, Inc. Agreement (Presenter: David deNagy)

On MOTION by Mr. Wing seconded by Mr. Clabots with all in favor district counsel was authorized to prepare an amendment to the agreement with Crown Pool Cleaning, Inc. for resurfacing the pool as follows: shall pay contractor \$157,985 with 50% due upon start of work December 4, 2017 and 50% upon completion and acceptance by the district and adding a completion date for the work.

Mr. Erasmus will work with the swim team on the type of dive blocks they want and work with Crown Pool so that the installation of the anchor can be done at the time of the resurfacing.

After discussion it was determined to continue the meeting to a date and time certain to discuss the potential bond issue, finalize the dive block installation and provide a contingency for unknown issues with the pool.

B. Audit Engagement Letter with Berger Toombs, Elam, Gaines & Frank to Perform the Audit for Fiscal Year 2017, 2018 & 2019 (Presenter: David deNagy)

On MOTION by Mr. Wing seconded by Mr. Simmons with all in favor the engagement letter with Berger Toombs to perform the audit for fiscal years 2017 in an amount not to exceed \$3,525, 2018 in an amount not to exceed \$3,525 and 2019 in an amount not to exceed \$3,525 was approved.

C. District Management Request for Proposals (Presenter: Brian Wing)

Mr. Wing stated in your package is an announcement that has been used by other CDDs in the area and we will change the dates on it. I included a description of district management services that I pulled from the original documentation of Murabella.

On MOTION by Mr. Wing seconded by Mr. Clabots with all in favor district counsel was authorized to solicit bids for district management services to be due mid-December and presented at the January meeting.

D. Roof Repair Proposals (Presenter: Lourens Erasmus)

Mr. deNagy stated you should have the summary of roof repair proposals in your agenda package, the items denoted with an (A) are included in the reserve study and we recommend proceeding with that work. The total cost is \$8,134 plus another \$2,726 for tile. The items marked with (B) would be optional and these are not included in the reserve study and would have to be funded through O&M and they total \$10,728. There were a couple of thoughts on the bandstand, one was to convert it to a storage space for Lourens for equipment and the other was to demolish it. It is not used for anything.

Mr. Erasmus stated last year I got a price to demolish it and it was almost \$4,000 to demolish it and take it away and \$5,000 if they take the tile off and save it for us and then demolish it and take it away. We can fix the tile, enclose it, put a rolling door on it and we can use it as a storage facility and I think that quote was \$4,196 and replace the roof with a metal roof.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the items marked (A) for roof repairs were approved.

Mr. deNagy stated we will table the items marked with (B) for now.

FIFTH ORDER OF BUSINESS

Discussion Items

A. Floating a Bond for District Repairs (Presenter: David deNagy, Jennifer Kilinski & MBS Capital Markets)

This item taken earlier in the meeting.

B. Staffing the Amenity Center Easter/Thanksgiving (Presenter Dan Fagen)

This item taken earlier in the meeting.

The board took a short recess after which the meeting reconvened.

C. Installation of a Fence between the Amenity Center and Storage Shed (Presenter Chuck Labanowski)

Mr. Labanowski stated we have a number of issues with people coming in and out of our community, using our facilities and nothing can control it. Also there is a bypass walkway from the middle school to the shopping area. I propose we run a fence from the corner of the building across all the way out to the berm and a small section of that will have an electric gate with card access and a double gate for access to the field. The cost for 402 feet of fence is \$15,000 and single gate would be \$5,500 and non-electric double gate would be \$3,900. This is something to look at and there are other possibilities such as fence in the basketball court but this would take care of the whole area.

Mr. deNagy stated we could add this to the capital list and look at our financing later in the year.

Mr. Simmons stated I like the idea of fencing in the playground and basketball-court.

D. Demolishing Gazebo (Presenter: Lourens Erasmus)

This item discussed earlier in the meeting.

SIXTH ORDER OF BUSINESS

Staff Reports (Part 2)

A. Attorney (Presenter: Jennifer Kilinski)

There being none, the next item followed.

B. Manager – Ratification of Meeting Schedule for Fiscal Year 2018 (Presenter: David deNagy)

On MOTION by Mr. Labanowski seconded by Mr. Clabots with all in favor the fiscal year 2018 meeting schedule was ratified.

Mr. deNagy stated as an update on the criminal mischief occurring earlier this year I did file a notarized affidavit with the St. Johns County Sheriff's Office at the end of October. I have not heard back from the deputy in charge and he has to file that affidavit with the state attorney's office. The insurance company is pursuing action regarding restitution which will include everything including the deductible and if they receive the deductible the District will get that money back.

It was brought to my attention that there are some dog obedience classes being held in the Pescara amenity center parking lot. There was a concern since it is on district property that we should have a license agreement with the person conducting the obedience classes to be able to use district property for their classes and ask them for insurance.

On MOTION by Mr. Labanowski seconded by Mr. Clabots with all in favor staff was authorized to reach out to the person in charge of the dog obedience classes and talk to them about getting a license agreement and insurance for dog obedience classes being conducted on district property.

C. Operations Manage (ASG) (Presenter: Lourens Erasmus)

A copy of the operations report was included in the agenda package.

D. Amenity Center Update (Presenter: Mark Insel)

1. Report

2. Amenity Facility Social Hall Use Policy

A copy of the amenity center management report was included in the agenda package.

On MOTION by Mr. Wing seconded by Mr. Clabots with all in favor the social hall use and rental policy were approved and will be included in the amenity center policies.

SEVENTH ORDER OF BUSINESS **Consideration of Consent Agenda (Presenter: David deNagy)**

- A. Approval of Minutes of the September 20, 2017 Meeting**
- B. Balance Sheet as of September 30, 2017 and Statement of Revenues & Expenditures for the Period Ending September 30, 2017; Month-to-Month Income Statement; Assessment Receipt Schedule**
- C. Approval of check Register**

On MOTION by Mr. Clabots seconded by Mr. Labanowski with all in favor the consent agenda items were approved.

EIGHTH ORDER OF BUSINESS **Other Business**

There being none, the next item followed.

NINTH ORDER OF BUSINESS **Supervisor’s Requests and Audience Comments**

Mr. Simmons asked can we have Lourens look at the playground where the moms sit there may be room for a swing set for the kids who are 5 – 9 years old. I think it would be worth exploring.

Mr. Schroder stated when I looked at the bandstand there is an area where there are valves and a wooden crate and I would like you to look at that.

Mr. Erasmus stated there is an artesian well right there. There is a cap with a lock on it.

Mr. Schroder stated we may need to fence it at some point. There were a couple things we talked about that I’m not sure have been addressed and one is adjusting the pond maintenance contract. Has anything been done on that.

Mr. deNagy stated we have reached out to Future Horizons.

Mr. Erasmus stated we instructed them to spray according to St. Johns River Water Management District and they provided me with an adjusted contract. We have had some people complain about the way it looks and wanted exceptions because of the growth being too much or not enough. I think it is valid to spray areas where the stormwater inlets into the ponds are

located and they are spending more time driving to all those areas and spraying them separately where in the past they used to drive and spray the whole bank. I don't know if that is going to make an adjustment back to their contract.

Mr. Clabots stated I watched the pond behind my house. They park the truck, back up the truck with the trailer and they putz around the trailer and the boat. If you only have to spray two or three areas I don't know how that is more work.

Mr. Erasmus stated on your pond there is barely growth and we talked about if we can go with the St. Johns River Water Management District guidelines of 10 feet on an open big pond like that you don't see that big of a difference when you do that. When you have a pond that makes a little horseshoe and go 10 feet here and 10 feet there you are basically making a big mat. That is the complaint I have heard from residents. If you tell me we need to do 10 feet I will tell them spray a 10 foot barrier. I have asked them on the smaller ponds to spray a 5 foot barrier so that we don't have a big marsh so we can at least keep those areas open.

Mr. Schroder stated I think the issue was not to spray the vegetation on the bank itself, spray the water not the bank.

Mr. Erasmus stated they were not supposed to spray shoreline anymore.

Mr. Clabots stated the motion we passed was the St. Johns River Water Management District guidelines it was 10 feet away from the bank and that we kept things like outfalls and drains clear. That was the motion we passed at the last meeting.

Mr. Labanowski stated right now there is not aquatic growth, right now it is a weed mat that is out there. If we have another major storm those 10 foot weed mats break off and it will block the drainage system and we will have flooding.

Mr. Clabots asked do we have a problem now?

Mr. Labanowski stated right now you don't but there is an issue that could arise if those drainage outfalls are blocked.

Mr. Clabots stated we have only done this for two months and I think we need to let it have time to take place before we start making modifications to it. The outflows and drains need to be kept very clear.

Mr. Schroder stated I need to look into it more because I don't understand the mats. Leave the rough vegetation so we don't have wind/wave erosion problem. You are saying the policy is to not spray anything within 10 feet of the bank.

Mr. Wing stated he shouldn't be spraying anything except the drain areas.

Mr. Erasmus stated he sprays in the big ponds in the center. If you aren't going to spray for 10 feet and you don't spray anything it is going to continue to grow, grow, grow. He has to keep treating so he can get that 10 foot barrier of growth.

Mr. Labanowski stated there are going to be some areas that are totally shut down if you do 10 feet. Those weed mats are growing and my concern is those mats are going to break loose and block the drainage.

Mr. Schroder stated we also discussed talking to St. Johns Utilities about adjusting our water bill because so much of it is for irrigation where we don't have a load on the sewer system. Has anything been done about that?

Mr. Labanowski stated that was a couple faucets.

Mr. deNagy stated the District's irrigation water is pulled totally out of our ponds.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – January 9, 2018 at
6:00 p.m.**

On MOTION by Mr. Labanowski seconded by Mr. Clabots with all in favor the meeting was continued to December 12, 2017 at 2:00 p.m. at the same location.

Secretary/Assistant Secretary

Chairman/Vice Chairman

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The November 14, 2017 meeting of the Board of Supervisors of the Turnbull Creek Community Development District was recessed and reconvened on Tuesday, December 12, 2017 at 2:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Chuck Labanowski	Chairman
Brian J. Wing	Vice Chairman
Lee Clabots	Supervisor
Wil Simmons	Supervisor

Also Present were:

Dave deNagy	District Manager
Mike Eckert	District Counsel (by telephone)
Mike Yuro	District Engineer
Mark Insel	Vesta/Amenity Services Group
Lourens Erasmus	Vesta/Amenity Services Group
Sete Zare	MBS Capital Markets by telephone
Brad Correia	Crown Pools

The following is a summary of the actions taken at the December 12, 2017 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 2:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. deNagy stated I have three comment cards that I will read into the record today. Tom Kane offered comments regarding the bond. We have item four on today's agenda where we will be talking about the potential bond for capital improvements in the district. A comment card from Chris DelBene, 162 people voted against a new bond on Facebook this represents about 80 homes. Jerry Dickinson, can the board consider taking audience comments during

agenda items not the end. Perhaps audience may have suggestions that could impact board members decision on vote. Very frustrating having to hold comments to the end.

Mr. Labanowski stated passed out to the board members were the items that were posted on Murabellacdd page, which included a survey that was done by Lauren Pruitt that showed 44 homeowners at the time I pulled this down, was against the bond program. Out of this all of them are homeowners.

A resident stated it is up to 51 now and all against it.

Mr. deNagy stated Brad Correia from Crown Pools will be at the meeting a little later to update the board about resurfacing work being done on the pool.

THIRD ORDER OF BUSINESS

Approval of Minutes of the November 14, 2017 Meeting

Mr. deNagy stated I received comments from Vice Chair Wing on page 4, we do want to add that in the one motion regarding when the gym and pool will be open it was noted that the pool, in December and January, will be closed during the resurfacing work. We will add that and also in the section where we were talking about the bond for district repairs there is some additional language that will be added. We can defer approval of the minutes until we get that back.

Mr. Clabots stated I am not exactly sure what Brian’s comments were but there was a lot of discussion starting on page 4 on the bond refinancing and I think that should be included in the minutes.

Mr. deNagy stated we will table the minutes and I will bring these back to the board for consideration at our January meeting.

I was talking with Mark earlier and in regard to the pool closing for the Christmas and New Year’s holiday I want to make clear about the gym itself for Christmas and New Year’s. It was my understanding that would be open but not staffed. Does the board concur with that understanding?

The board agreed with that understanding.

FOURTH ORDER OF BUSINESS

Discussion of Bond Funding for Improvements

Mr. deNagy stated we started this discussion at the last meeting regarding potential improvements throughout the community that would be paid for by issuing a bond. The original intent of the discussion was to fund capital reserve items, the capital reserve study has a total of \$2,363,047 of district assets, 205 assets if I remember correctly. The thinking was to float a bond to do a majority of the repairs, that in turn would save the district money each year for O&M that we budget \$207,000 a year and we were trying to figure out a way to fund those items through a bond issuance and at the same time save money in our O&M assessments. We hired MBS Capital Markets to do a study of the impact to assessments and it is our understanding that the capital reserve items are mostly maintenance items so the potential for those to be funded by bonds would need to be reviewed by bond counsel to determine what, if any, of those items would be approved to be funded by a bond. In the meantime, there were other items added to the list including pond bank improvements, drainage and sidewalk improvements, we talked about a fence here at the amenity center, new pavilion by the pool, three electronic billboards and some improvements to the bandstand gazebo in the back for storage. If you add all that together the total, if we include all the capital reserve items, is \$3,860,828. The study that was put together by MBS Capital and presented at the last meeting based on just the capital reserve items of \$2,363,047 showed a bond financing structure where the capital reserve items on this list, would be funded by interest first for the first 23 years of the bond and the last 7 years would be the principal. That assessment would be an additional \$127 a year up until year 2037 and then 2038 to 2045 debt assessments would be \$467. The 2037 year was integral because that means the bonds that you currently have on your property, the refunded bonds for the 2015 A1 A2 and the 2016 bonds would be paid off in 2037 so the principal payments from 2038 to 2045 would coincide with those payoffs so you wouldn't have the payment of those bonds at the same time during those seven years and being that you are just financing interest for the first 23 years the assessments are significantly less than the last seven years. Those of you who are familiar with balloon payments understand how that is going to work.

Mr. Clabots stated there may be a time when this community will need to borrow some money whether it be for projects that we would like to do or emergency projects in the future. I don't discount that. I'm concerned looking at a new bond issue; I think we need to have a financial discipline on this board and this community. One of the things I would like to see your company do is a debt to asset analysis for Murabella. What is a good debt to asset ratio for a

community like this? How does it compare to other communities or other businesses or governmental entities that might be comparable? That is one benchmark for looking at setting a financial discipline. I know there are others but that is at least one of them. I think we should look at least at that basic parameter and measurement before we look at borrowing more money. I would bet our debt to asset ratio is not the lowest that it could be at this point in time. I think we ought to start benchmarking our financial performance particularly when it comes to borrowing money. Secondly, if we are going to borrow money, how much do we owe now, \$17+ million? If we want to borrow \$1 million I suggest that we pay down \$1 million before borrowing \$1 million. If we want to borrow \$2 million we pay down \$2 million before we borrow another \$2 million. I'm not looking to increase our debt to asset ratio significantly. Lastly, the point that I would make is we are adding additional debt for 30 years and to me a good financial discipline doesn't say at the end of the time we are going to pay as much interest as I am to the principal. If we really want to borrow money perhaps we should look at short term borrowing for specific needs and maybe those individual special assessments maybe it is something we can offset within budget but I'm looking for financial discipline and going out and borrowing a couple million dollars at this point in time I'm very uncomfortable with. I said it before I don't like to increase debt. There are things around this community that I think have been neglected for maintenance, that is why I ran for this board.

Ms. Zare joined the meeting by telephone at this time.

Mr. Clabots stated I do not think we have adequately funded the capital reserve in the past but we are beginning to address those items that have been neglected in the community. We have begun to fund the capital reserve in a reasonable manner and I think we ought to let that run for a while before we say let's go borrow.

Mr. Wing stated I agree with just about everything that Lee has said. In addition, I have had concerns from the very beginning about taking a bond out for things that are maintenance. I don't know that you can define it in such a way as to qualify for bond funding. If you do another bond it adds to the debt and pushes it out and will not have a positive impact on home values. It automatically adds another \$127 per year that you then have no control over. The O&M budget this board can increase it, decrease it, keep it the same. I'm not saying there isn't some pain or some gain for those things but at least you have that option. I'm concerned that if there was a serious need for cash immediately for something that if we took this bond out we would have a

hard time to try to borrow again. There is no emergency involved as far as I can see. Envision some of the things that we just listed I have no idea where these came from, new pavilion, electronic billboards, bandstand gazebo, which is never even used, I just don't see the need for this under any circumstances.

Mr. Simmons stated first of all we get this information 24 hours prior to the meeting. The bonds have been a recurring item. We sold \$1.2 million in bonds to fix the ponds and I'm concerned that we are doing it again and we don't have a definitive answer if this is going to be the corrective action we need. We have to rethink about that because what if we have another issue in four years? The money has to be spent on new improvements or significant improvements and we have a three or four year period in which to expend that money. I concur with everything that has been said. I'm not sure about the pavilion, the fence and most importantly I think the capital reserve funding plan is what drives the budget. Why would we have to go out and borrow more money in a three year time span if the budget process was being done in a more efficient manner. We are fixing the symptom we have to fix the cause and to me the cause is we have to make sure that we budget properly for capital reserves funding plan because if not we are going to have the issue again.

Mr. Labanowski stated as most of you know this was a fact finding exercise; it is premature to even vote on it today. It was strictly to find out the feasibility of coming up with funding to be able to do things. I also talked to Dave about the possibility of a short term loan that he was going to check into. There are a number of things that need to get done and we keep putting it off and I have seen it over the past ten years that I have been here, projects keep getting put off. What happens is things start falling apart. Look at the entrances. They are bad and we have been doing a lot of patch work. Just to replace one light is \$800 and all the lights have to be replaced. I wish we had a nice kitty put aside somewhere and that was the hope of this to be able to get all these things fixed, done and over with that we can do. The only thing that concerns me is we have the cost of bond counsel and that is \$50,000 and we have not been able to address that yet. That is the part that I don't like about this bond and what we pay for it.

Ms. Zare stated the cost of bond counsel can be wrapped into the cost of issuance of any bonds that are issued.

Mr. Labanowski stated as far as the pond banks are concerned it is a sore subject with everybody. I can point out that there are a few homeowners sitting here now that have issues

where the pond bank keeps going away more and more. The pond banks that were repaired the past couple of years were the ones that were the worst to where people's backyards were falling out into the water. We can put it off but the longer we put it off the more damage there is going to be. I don't like debt either but in reality things need to get fixed because if not the value of our homes is going to go down. I was looking to take the \$103 that we just had increased and use that as our payment for the bonds. I don't know what we can get as far as money is concerned but the \$103 has already been assessed until the board decides to change it. Use that money to help fund a possible bond. I am not making any decisions today.

Mr. Simmons stated for me I think we can put it off but I don't know what we would be putting it off for. We have 51 people in a poll saying no, we have a turnout here that I have never seen before. I think this is telling me that the community is not for the bond and if that is the case I think that we put it to a vote and be done with it. We can always bring it back up at another time but I'm willing to just put it on the table. We have the fact finding, we have the facts and now people are saying no thanks.

Mr. Eckert stated before we do that I want to be very explicit here. I don't want you to foreclose the opportunity to issue bonds at some point in the future if you later decide that it is in the district's best interest. If the motion could be clarified to be that the board has no intent to seek a bond and issue debt at this time that would be appropriate. I don't want you to do something that three years from now ties your hands.

Mr. Wing stated that wording would be fine with me.

On MOTION by Mr. Wing seconded by Mr. Simmons with three in favor and Mr. Labanowski opposed the board has no intent to seek a bond and issue debt at this time.
--

Mr. deNagy stated we have Brad from Crown Pools here to speak with you about the pool.

Ms. Zare left the telephone conference at this time.

Update on Pool Resurfacing

Mr. Correia stated we knew there was a situation with an expansion joint, which we have now exposed. It is hard to tell if there was failure from the start or if the leaks have caused the

concrete to break down. There are a couple different ways we can go about it, I just don't want to create a bigger issue than it needs to be. I think we can get a structural guy out here to put eyes on it for \$750 to \$1,000. I have already discussed what I have seen and sent pictures to some people and talked about options, which could range from pretty high to lower options where we can do almost like an anti-fracture membrane and suppress the crack. You have an expansion joint that is an engineered expansion joint in a swimming pool. There are a lot of ways to design these and this being an older pool we do it a little different now. The crack we are seeing has ran off and instead of there being an engineered straight joint this crack has jumped both sides. Before we remove the loose material and open it up I would like to get a structural guy to put his eyes on it and give us his opinion.

Mr. Wing stated at the last meeting our attorney indicated that if in doing this work it will determine it was a fault of the original installer or design that we may be able to go after the pool company. By using this expert will that bolster that case?

Mr. Correia responded absolutely.

Mr. Wing stated then I'm all for it.

Mr. Correia stated I have taken pictures and I can make my opinion on what is there but there is some conflicting stuff that we see from one side of the crack to the other and I think having a documented P.E. out there giving you a report is exactly what you need.

Mr. Clabots stated I agree with getting somebody out there with some expertise but when you go back 10 or 11 years the individual probably needs to look at what was the structural design specifications at that time versus what you might do differently today. If they did the job correctly at the time we might not be able to go back.

Mr. Correia stated I completely agree. I have pulled your original as-builts for the pool and I reviewed the way the design was engineered originally versus how we do it now. It doesn't appear that they necessarily did it wrong I just don't know if it was done to the best of the ability of putting it in if that makes sense. To clarify that, basically now we do a completely different type of joint where you have two independent structures so we create a joint to allow movement. Back then they were going with continuous steel and put a water stop in there. What you see hanging off the wall is the water stop. There is continuous steel behind it but that water stop instead of being in the center of the shell and having proper concrete on both sides it is a little bit closer to the surface that I think might be causing the crack to run on both sides of that

water stop. Before I chip that out and cause a bigger issue I want someone to look at it because we might be able to salvage what is there, I just want to make sure we get a structural guy to say what we are doing is the best that we can do at this point.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor the proposal to have a structural engineer examine the expansion joint in an amount to not exceed \$1,000 was approved.

Mr. Correia stated the next area to discuss is the zero entry. Zero entry is the section by the kiddie feature that will allow you to walk into the pool. That is a trough that is basically set and that sets our elevation for the water line in the pool. When you retile you have the ability to change your elevations unless you have a zero entry. When I go back with new tile in this pool I have ¼" tolerance of being level all the way around the pool. That zero entry is almost 1 1/8" out of level so I can give you a proposal to come in and basically without tearing that out I can modify and epoxy something like PVC to the inside of that trough so that I can raise the grate and basically set a new water line elevation around the pool. The problem is not only the work there but I'm going to have to take the pavers up 8 – 10 feet behind it so I can get the proper slopes and you don't have issues with water. I will write that up, it will be in the \$7,000 to \$8,000 range but I can give you a complete itemized breakdown of what is involved. That is the correct way to do it the other option is you leave it as is and we find a happy medium because no matter what when I go back with the tile I have to meet code with it. If we find that happy medium you are still going to continue to have sections where you have dry plaster and wet pavers, which I'm sure you know about right now. I can give you a proposal for that and we can talk about taking care of that while we are out here as well.

Mr. Clabots stated if you are going to do it, do it right and not in a half-baked manner that we are going to have to come back and fix again sometime.

Mr. Correia stated I am going to give you both options. I understand everybody is on a budget so if funds are not available I will give you what needs to be done to fix it then we can discuss how far we can go.

On MOTION by Mr. Wing seconded by Mr. Labanowski with all in favor Mr. Clabots was authorized to review the proposal and authorize the expenditure up to \$8,000.

Mr. Correia stated I will get the structural guy and these proposals moving so hopefully, we can get to the bottom of that this week and keep production moving forward. We did give you a line item for coping repair. I believe it was for 100 feet and we might be 120 or 130 but we are within range so we should be within what we spec'd on that.

Mr. Labanowski stated you are going to get the structural engineer out here to look at the expansion joint. What are we going to do as far as funding that so we don't hold up the construction?

Mr. Correia stated where I see that going if he gives us clearance to basically remove the water stop that I'm talking about, the piece of rubber that is in there, and we find out that is a true cold joint that runs all the way down I think that there are less expensive ways to continue your joint up to the surface and bring it back to life. If we get down in there and find that crack running wild then I have a feeling his response is going to be to maybe come 12" to both sides of the crack, make a cut and create two new expansion joints in the pool and that is going to be pretty pricey between \$25,000 to \$30,000. I don't want to rip into it if we can try to salvage what we have because the product we use to bond the new plaster to existing shell we have tested after three layers it becomes like an anti-fracture membrane. What I'm trying to do is if we can control that joint and possibly if the joint ran wild across this table and we chipped down and put an anti-fracture or some sort of elastic material on top that we could plaster over that would suppress the crack if it ever moved again it would absorb the crack and we could create our own joint from the surface up. That would probably be in the \$5,000 to \$8,000 range. Because you have other issues with the way it was constructed I want to make sure it is all written up properly for you.

Mr. deNagy asked how soon do you think we can get that?

Mr. Correia stated I can try to get the structural engineer out here this week and I can get you a proposal.

Mr. Clabots asked is this something that you find relatively frequently or is this the oddity?

Mr. Correia responded this is the worst one we have seen. We see cracks in pools, we chip down and they are not very big. I think this crack happened fairly quick in the construction of the pool and I think you have a lot of damage from the water and wear and tear of the crack being there and that is what I'm worried about. It looks like I have separate pours in the shell. We are going to make sure that what you do is the right fix.

Mr. Clabots stated when we drain the pool it is supposed to be dry and it is still not dry on one end. What is causing that?

Mr. Correia stated you just have groundwater. We have holes drilled and plugs pulled down there in the bottom of the pool so we basically secure the shell and if there is any groundwater, any pressure pushing up we want to expose that and let it come in. Any water you see inside is perfectly normal. We will make sure it is perfectly dry when the bonding agent goes down it has to stay dry before we plaster.

Mr. Wing asked what about the Turtles?

Mr. Koby stated we are still waiting to hear from you about swim blocks and I think it is going to matter if we tear up pavers around as to which ones we get into.

Mr. Correia stated if you get the ones where you drill into the medium and you are golden, we use our beam as our footing you just have to make sure from the water line to where you want your grab bars, you know what that dimension is because we only have 24", we have a 12" gutter and a 12" back beam so we have to be roughly 18" from water to where that shaft would core drill into the beam. What you have is the original proposal I submitted and I think it had the single shaft joint locks and then I broke out a separate line item for installation. If you want to purchase the blocks that is fine we will submit for core drilling and installing.

Mr. deNagy stated that is something to be paid for by the Fighting Turtles.

Mr. Koby stated I'm not sure. We were planning on buying the blocks and because the anchors are part of the pool, we need to review that.

Mr. Correia stated it is a separate anchor that is core drilled and set in and it has a stainless cap on it so I don't want to get in the middle of that but if the Fighting Turtles pull their blocks and leave you have stainless caps you can put on top of it. It would be nice to do this while under construction but if you don't figure this out in six months we can come back core drill and shut the pool down for a day or two and take care of it then.

Mr. deNagy asked if we find the cost for the expansion joint repair is significant do we want to continue this meeting or wait and see and have an emergency meeting?

Mr. Eckert stated I think it would be better to continue the meeting if you can. When will you have certainty on the structural fix and what that will entail?

Mr. Correia responded I will see if I can get a confirmation they can come out and I think they can come up with a solution while they are out here.

Mr. deNagy stated we can continue the meeting if needed depending on what we find out from Brad.

Mr. Correia stated I would pick a date next week.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2018 Future Horizons Proposal

On MOTION by Mr. Simmons seconded by Mr. Labanowski with all in favor the proposal from Future Horizons for fiscal year 2018 in the amount of \$645.00 per month was approved.

SIXTH ORDER OF BUSINESS

Consideration of Holiday Lighting Proposal

This item deferred.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Simmons stated I had conversation with a homeowner this morning about the lawn out here. There was a dog on the grounds that was very aggressive towards the children. We may want to discuss having a fence around the playground.

Mr. deNagy asked do you want the fencing added as an agenda item for the January meeting?

Mr. Simmons stated yes.

Mr. Wing asked can you peruse the budget and see where we may be able to fund the fence from?

Mr. deNagy stated I will do that.

Mr. Clabots stated I will ask you to provide appropriate financial benchmarks for us that we can use to measure financial performance and discipline.

Mr. DeFranzo stated I am former chair of the board and spent a number of years on the board. I spent 30 years as a public works director and addressed bond issues and more importantly budgeted for capital improvements. I want to advise this board that a bond issue is always a good thing to have, to pay for capital improvements. Many people are not familiar with what a capital improvement item is. It seems that it is Christmas time and everything you would like to have is a capital improvement item. No, first of all the law says it has to have a life expectancy of at least five years. Because you pay for it over a period of time you have to have that life expectancy. When I was on the board we were constantly addressing things that people wanted every day for the children, recreation purposes and upgrades some would like to have them and others on fixed incomes maybe not so much. What I want to address is the fact that the we rely a lot on the reserve studies and it is a tool we have to use it is helpful but when I addressed the former company about how they came up with these prices they don't have specific knowledge or experience in these areas. They rely on studies and numbers provided by several other resources. Let's not totally rely on the reserve study, let's make sure that if we are intended to do some improvements this year or the coming year, which we certainly need to do improvements on our overall infrastructure those are capital improvement items and they quality. We can't keep turning a deaf ear. I'm the last one who wants to increase the CDD fees. It is already difficult to buy and sell in this community because of the CDD, it is a wonderful community with great amenities but our overall value of our homes is down. I want to advise you that the correct way to budget, the correct way to control our expenditures is not to go up and down each year with our taxes or CDD fees but to keep a level playing field. It screws up everybody's budget when it goes up and down. You want to maintain a fairly level expenditure for every homeowner so we can properly budget ourselves. I want to make sure that we don't address anybody's individual concern, there are a lot of special interests in this community, we have a roomful of people but there is still only 34 people here, we have 965 homes in this community, 2,000+ people so let's not make it a mandate that puts one guys wants up there so everybody can fund it. There is a silent majority here that is not on Facebook and I don't want to hear about people crying on Facebook. You need to do a referendum on expenditures if you are

going to float a bond issue. There are things that we are required to maintain, which is your O&M budget. If you can't do it on a yearly basis you can't borrow it. The bottom line is pay as you go for people moving in this community. Let's not put the whole burden on exiting folks or future folks, but pay as we go.

Ms. Anne Venezia stated I have lived here for about six years. I have also been on other boards. I ran a large building in Manhattan. My concern is how do 51 people surveyed on Facebook control or influence the board when you have another 895 homes that you haven't even talked to? If you are going to question whether we sell bonds are not I think a letter should go out to every single homeowner, have all the facts laid out for each homeowner and let them actually vote instead of trying to do stuff on Facebook, which 90% of the people here are not on Facebook. I didn't even know we had a separate CDD page. That is what is confusing about all of this there are things that need to be fixed in this community and we want to stay competitive with ever other community around us but we have to be fair to every single homeowner in the community and I don't see that happening.

Mr. Kane stated I want to commend the board putting the bond issue to bed. I wanted to go over briefly a couple points. On the bond that was proposed you talk about the sidewalk improvements. Right now I know you are all aware that it is a major safety issue. We are going to be sued. These sidewalks that are popping up in front of the mailboxes need to be fixed yesterday.

Mr. Labanowski stated those are the county.

Mr. Kane asked who is the responsible person in this room that will facilitate to take care of that?

Mr. Labanowski stated anyone can call. Normally Lourens will call and I think he is aware of some of the spots out there.

Mr. Kane stated some senior citizen or kid is going to hurt themselves and it is a disaster waiting to happen. Has anyone called the county?

Mr. deNagy stated the county will react best to resident calls. Residents need to call and talk to your county commissioner in particular.

Mr. Kane stated I hear what you are saying about the entrance to our neighborhood. It is a lovely entrance and it is like the front of our houses and if there were \$800 lights, no one is worried about the bandstand, we are talking about \$21,000 for an electronic billboard. We have

kids ripping around in Jeeps and that billboard would be smashed in five days. We need to have a little more budgetary restraint on things that we think are nice and easy and like to have but if stuff needs to be fixed we need to fix it. We tabled the pond stuff but until I get a guarantee from somebody that these ponds aren't going to do it again, I don't care if they fall in the ground. They need to fall in before we get them fixed. Unless there is a guarantee I don't want to throw good money after bad. These issues that are going to hurt people, or a possible bench for kids, we have issues here and a new pavilion for \$164,000 that should go to lights. What is and what is not a priority?

Mr. Seaman asked is there a way to do a special assessment for some of these items that are not as expensive rather than a bond? You are paying for 30 years and the interest would be outrageous.

Mr. Springsteen stated I dealt with a lot of mobile billboards I am a retired supervisor of traffic safety for South Florida. We were constantly repairing them, constantly having damage and vandalism to them and they are very expensive. Is there a reason we have to have something bright? We have billboards but we don't need electronic ones.

Mr. Rose stated this is one of the first times I have seen anything getting done very quickly, put it to bed. The concern I have is a bond for \$800 lights, you are going to finance a bond for \$800 lights for 30 years. You have to consider you are going to take out a 30 year bond for a five year fix. The other thing is when you are doing capital improvements you have to put a maintenance price tag on that. I love the things that we put over the playground and hopefully when we did that we put some money away, every five years another \$10,000. Every time we do anything you have to have a replacement cost and adjust your budget every single time you do a capital improvement.

Mr. Wing stated the capital reserve study went into much more detail.

A resident stated I think taking out a bond is not the answer. The entrances look horrible and I am appalled at how things look. I think that should have already been part of the budget and being addressed. Every year everything that is an amenity should be maintained. We shouldn't be adding things to the budget unless we are able to maintain what is here. We have to figure this out and I will volunteer if you need an extra set of eyes but financing millions of dollars is just going to add a load of debt. I'm a real estate agent and I look at 30 year mortgages and I talk people out of refinancing because it adds to your mortgage. Adding the cost of the

transaction is adding to the mortgage. You have to think of debt as a whole and as a long-term thing.

A resident asked has there been an update on the money that was spent on the vandalism on both fields?

Mr. deNagy stated I have done a sworn statement with the sheriff's office and they are tuning it over to the state's attorney. I haven't gotten any more information since that happened last month.

Mr. Wing stated our insurance company paid for it and they are seeking restitution plus our deductible.

NINTH ORDER OF BUSINESS

**Next Scheduled Meeting – January 9, 2018 at
6:00 p.m. at the Murabella Amenity Center**

On MOTION by Mr. Labanowski seconded by Mr. Clabots with all in favor the meeting was continued to December 20, 2017 at 2:00 p.m. at the same location.

Secretary/Assistant Secretary

Chairman/Vice Chairman

TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT

The continued meeting of the Board of Supervisors of the Turnbull Creek Community Development District held December 12, 2017 was reconvened Wednesday, December 20, 2017 at 2:00 p.m. at the Murabella Amenity Center, 101 Positano Avenue, St. Augustine, Florida.

Present and constituting a quorum were:

Chuck Labanowski	Chairman
Brian J. Wing	Vice Chairman
Aage G. Schroder, III	Supervisor
Lee Clabots	Supervisor
Will Simmons	Supervisor

Also Present were:

Daniel Laughlin	District Manager
Mike Eckert	District Counsel (by telephone)
Lourens Erasmus	Vesta/Amenity Services Group
Brad Correia	Crown Pools

The following is a summary of the actions taken at the December 20, 2017 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the meeting to order at 2:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Consideration of Modifying Pool Resurfacing Work

Mr. Correia stated I can go through the process and explain each line item if there are questions.

Mr. Wing asked what did the engineer say?

Mr. Correia stated we brought a structural engineer out to inspect what we had exposed where the existing crack is now. He is going to be writing a report and submit plans to you backing up everything that I told you at the last meeting with regard to cutting a section out and creating two cold joints and putting a true expansion joint in the middle. We looked into issues of poor construction or failure or what had happened and there is not enough direct evidence to say that anything was done wrong. We have the as-builts on the pool but basically the way the pool was designed that is not a true expansion joint. I'm not sure if it was ever designed as an expansion joint. You have all kinds of different terminology and verbiage for this. Basically, what you had was connected steel so you had a monolithic shell, which was a floor and typically there would be a break and with the expansion joint we have now two independent structures. The way this was designed you had two independent concrete shells with the steels attached. It defeats the purpose of allowing any movement. Then you had a water stop in-between, which ran up the wall but the walls were a continuous pour. I think everybody knew the concrete was going to crack in that area and they tried to beef up the steel and do some things to control it and actually designed and put in a joint but it didn't crack exactly where they thought it would. In my opinion, I don't think you would have ever guessed the right spot for the crack. It is one of those things that we do not design expansion joints like they did in the pool that you have. We do a totally independent system, we have a smooth bar that slides in a piece of PVC, a greased bar, so we allow for thermal expansion. When there is movement we are allowing for it. When that steel connects behind it you are not really allowing for any movement. The steel that is in the pool right now is jeopardized pretty heavily. The no. 3 bar that is in there is probably half or smaller than half the size it should have been from the start. The water that has leaked through there has jeopardized the integrity of that area.

Mr. Wing asked is that a fault of the builder?

Mr. Correia responded no, that is a fault of the water getting through there. The steel that is there is rusting out because the water has hit it and penetrated. If that crack would have been a true expansion joint there would be no crack. The fact that the shell cracked, water is now penetrating the steel inside of it and that is going to break the steel down. That is what is occurring right there in that area so it is a weaker section.

Mr. Clabots asked how wide is that damage or how far are you cutting into that area?

Mr. Correia stated we are proposing four feet and the reason it is four feet not two feet is strictly for constructability and being able to get in there and work and do it right. The process will explain the fees behind it. There are multiple concrete pours, we are cutting a four-foot strip out and we are going to create a cold joint, which is like what you have now so instead of having a neoprene water stop where that concrete meets we are going to have a Bentonite material, which is an expandable material. You basically stick it up there and before you pour the next one you peel it off and pour concrete up to it and when the concrete hits it, it expands. That is what is going to create a water tight seal on both sides. In the middle, I have a separate stop that has to have a separate pour in which your smooth water will slide in your PVC and that will suppress any thermal expansion that you encounter. If we cut that section out and poured new it would be a matter of time before it would crack again but probably on the other side of the bridge. Basically, your crack that occurred found the weakest spot and cracked.

Mr. Simmons asked if it had been done properly the first time would we have had this issue?

Mr. Correia responded I'm not trying to put this to bed but I'm trying to explain to you and hopefully the letter from the engineer will be clearer but I do not believe there is enough evidence for you to get any relief for poor design or poor construction in this situation. That is my opinion.

Mr. Wing stated you said the steel was kind of rotting out. Just in that section you are talking about?

Mr. Correia stated yes.

Mr. Wing stated the new pour you are going to do will take care of it.

Mr. Correia stated absolutely. When that steel is encased in concrete it is watertight. If I drill holes in your pool and fill it with water it will penetrate and eat up that steel.

Mr. Schroder asked based on the size and configuration of our pool is one expansion joint appropriate or should there be more?

Mr. Correia stated we are not finding differential settlement in one section and another one not, we are finding thermal expansion, which is natural. When you build an Olympic size pool that is 175 feet long there is upwards of over an inch of expansion and contraction that takes place in that concrete in one given year. What we are doing is creating an area that is going to suppress that movement and basically absorb that movement so it does not crack the concrete.

To answer your question, one expansion joint would be sufficient. I'm going to go a little bit beyond probably the engineering based on our experience, which I can explain to you or keep it between us but the engineer is going to say there is no need to carry elastic material over the cold joint because in theory when you dowel the pin you are locking something together. My experience is you have that cold joint that is already there, if there is any movement whatsoever if I have this material on the surface, which is your marcite going over top of it and I had a chance of that crack going through that so we are probably going to introduce another joint that is going to look just like your expansion joint on top of the cold joints just for added benefit. That is above and beyond. If you ask the engineer should we do it, he is going to probably say do what you want but I don't think you need it.

Mr. Schroder asked does that mean there are going to be three?

Mr. Correia stated there are going to be three. He is going to call for one visible joint because he is going to want me to plaster over top of the two cold joints that are on the sides. When I make my cut in the wall I have a cold joint there and a cold joint here and my expansion joint in the middle. You have seen what an expansion joint is if I have two more on each side of that I don't see how it is not an added benefit to handle any sort of movement.

Mr. Schroder stated but that is only for the marcite expansion.

Mr. Correia stated that is correct.

Mr. Schroder stated it doesn't go all the way through. If you have a cold joint there should not be any need to put an expansion joint on the marcite itself.

Mr. Correia stated I would put the expansion joint in the middle. The cold joint that the engineer is telling me that all I need to do is get the bentonite, which is a water stop and I'm actually doweling and epoxying my steel so I'm tied to that, that is just a cold joint, just a crack. In theory it should never move but I have experienced situations where we expand plaster over cold joints and there have been issues. What I was going to do was at the surface of that crack run two rows of tile and put an expandable caulk, which is the same stuff we are putting in this one so I'm not creating an expansion joint because I don't have the smooth bar for thermal expansion I have just taken a step further and bringing something to the surface so if there is ever any movement it is not going to crack on that weak spot.

Mr. Schroder asked is that going to be flush with the marcite?

Mr. Correia stated yes.

Mr. Schroder asked you will see it but you won't necessarily be able to feel it.

Mr. Correia stated you will feel it. When it is all said and done it will look exactly like what you have out there right now. There will be two rows of 2 X 2 white tile with 3/8" to 1/2" joint in the middle. I want something that has some give on the surface of that cold joint. I'm doing the expansion joint but you also have a cold joint where I'm going to make my two cuts to get that four-foot section of concrete out.

Mr. Schroder asked are you going to key it in or epoxy it? To me that should be just like the rest of the pool, solid concrete reinforced. I don't understand why that would expand.

Mr. Correia stated it shouldn't but that thinking is exactly what the thinking was when they designed this pool and look what happened.

Mr. Wing asked what is the extra cost of those two?

Mr. Correia stated less than \$600. I'm going to go a little bit above and beyond what the engineer is going to write I just want everybody to be aware of why I'm doing it.

Mr. Clabots asked what was the original bid?

Mr. Laughlin stated \$157,985.00 and this is \$33,615, which will bring the total to \$191,600.

Mr. Clabots asked what was budgeted?

Mr. Laughlin responded for the reserve study it was \$151,290 so it is a \$40,310 difference. Our capital reserves as of 9/30/17 was \$309,690, we are going to be putting another \$207,000 in this year so fiscal year 2018 we will have \$516,000. We have estimated expenses of \$329,000 including the pool renovation so at the end of fiscal year 2018 we will have \$187,000 in the reserve and the reserve study recommends that we have \$54,000 so we will be about \$100,000 over with this included.

Mr. Clabots stated my general comment is if we are going to do it let's do it right. I hesitate for \$600 or a couple thousand dollars to cut corners just for the sake of cutting corners.

Mr. Correia stated to be clear I don't think it is cutting corners. I think it is more of the experiences that I have encountered and I'm going one step further. There is a great chance that we put in the expansion joint and it handle and does its job and we take plaster over those two cold joints and you never see it again. The problem is with the amount of money we are spending and what is at stake it is extremely simple for me to carry that expandable material up

to the surface to collect in the event there is an issue. We are not creating additional risks by putting that in there.

Mr. Labanowski asked if you do just that cold joint how does that affect our warranty?

Mr. Correia stated you are going to get the same warranty. That is why I brought the engineer that we brought in. He does a lot of our new stuff and his recommendation we will fully stand behind. What I'm doing is in the event that he engineered this and that crack did come back at that cold joint that would not be a warranted issue for us for your pool finish and that is why I'm saying why not go up with something that will suppress that in the event it ever did happen.

Mr. Schroder stated in the PVC that is designed to expand you have 26 feet. At what centers do you have those?

Mr. Correia stated those are all on 10" or 12" centers.

Mr. Simmons asked what is the warranty that you are giving us?

Mr. Correia stated you have a 15 year material and labor warranty on the pool finish, which is the marcite, interior finish of the pool. That 15 year warranty is backed by Crown Pools, your approved installer, who is Tempool and also the manufacturer who is CL Industries. There is a process that we have created with using the proper process and materials that have gotten that extended warranty with that finish.

Mr. Simmons asked what is the life expectancy once this is done? Do you think it is the 15 years?

Mr. Correia stated that finish that you have in your pool if it was going in a pool in your backyard it is a lifetime warranty. The reason they will not back a commercial lifetime is DOH has us bring the chemical levels up to 30 ppm in chlorine if there is an accident in the pool. There are a lot of things on the commercial end where your chemicals fluctuate and they don't want to back something with such high fluctuation in chemicals.

Mr. Wing asked how long do you expect the lifetime is on that before it has to be resurfaced again?

Mr. Correia stated you are covered for 15 and beyond that if you have no cracks that come up and your chemistry is maintained 20 to 25 years. The reason I'm hesitant is this is a pebble finish it is 85% rock 15% creme. The plaster that was in there was an 85% fine quartz aggregate and 15% creme. We have seen finishes that look like this after eight years and we

have seen them look worse than this after four years and we have seen them look brand new after 15 years so there is a lot of maintenance that goes behind trying to get that longevity that I don't have full control over. We offer service and I don't want to step on the toes of partners we work with but the main reason he is getting our cast iron parts out of your pumps that is introducing metals into this pool, which will break down and stain that new finish you are doing. There are little things like that, that could be done to help get you the 25 or more years.

Mr. Schroder asked the warranty you said on the surface but what about the expansion joint?

Mr. Correia stated honestly I haven't even thought. Crown Pools gives a one year warranty on about anything we do. We have been around long enough and done enough of this work where I think everybody who has worked with us knows that if something fails beyond that and we are 1% involved we are there to help and fix. We would have to discuss that. I think I might be stretching offering more than one year. We are dealing with a concrete structure that we didn't build and we are doing our work. Our work is not going to fail if anything is going to happen it is not going to be in that expansion joint or in the middle of our work it is going to be somewhere else in this pool shell. I don't think I would give more than a year warranty on that.

Mr. Labanowski asked when was the last time marcite was put on?

Mr. Correia stated this is the first time.

Mr. Labanowski stated the reason I'm asking is I noticed a lot of small cracks from the zero entry down towards the slide and it has already been covered over. Was that pre-marcite that those cracks appeared?

Mr. Correia stated we are going to find out because we have some heavy chipping and I don't know if you are looking at the scores that we made.

Mr. Labanowski stated going towards the slide.

Mr. Correia stated my opinion on cracks in the pool shell if you don't have the right ratio of steel to concrete in your mix you can get cracks in your concrete. The crazy thing about that and I'm telling you this so you can understand why we give you a definitive answer, you have some engineers out there that still spec no. 3 rebar, we use no. 4 with Matt Lowe. Matt Lowe the guy who wrote the report will tell you that no. 3 rebar with 6" of concrete does not meet what the concrete standard is for concrete to steel ratio but there are still engineers putting no. 3 in swimming pools. There is no way to stop that. It is a design if calculations work, this could be

another thing. This could be that and yours is not that bad we have seen a lot worse. These over here you could have had a wet hole, there might not be a lot of gravel underneath your pool, which when the guys shoot the shell they start walking on that concrete and if the concrete breaks they are pushing it into the dirt the steel could be at the bottom of the shell. We see cracks occur from that purpose and we probably won't ever know because we are not going to be able to cut out a section of it and look at it.

Mr. Labanowski stated I noticed the marcite over it does not intrude.

Mr. Correia stated after what this gentleman was saying if I have a cold joint and there is no movement and in theory that expansion joint is controlling the thermal expansion of the swimming pool why can't I just take my cementitious product over that cold joint. You might find out there are other little hairline cracks in this shell that the plaster went over and never cracked. The problem is there is no 2 + 2 is 4 type deal with that. It is a lot easier to introduce that joint that I'm talking about and maintain other than risking it.

Mr. Schroder stated the marcite has the same expansion and contraction.

Mr. Correia stated you can see with the coating you have your pool shell, another pour to get to elevation then you have the thin set for your coping and then your coping. You have four items that have totally different rates of thermal expansion, how are they ever going to all stick together? That is kind of the issue I have with the multiple layers of this whole mechanical bond failure situation but you have a bunch of different stuff there reacting differently. You really don't know what it is going to do. The shell is the only thing that is steel reinforced. The PermaKote, which is that brown mud you see on the water line out there is a bonding agent. We have formulated through CL Industries a waterproof bonding agent so this is their approved bonding agent that allows our new marcite to stick to the old after the old one has been prepped. We found the three layers of that PermaKote actually becomes elastic so if you went out there to the thicker spots and peel that off it has elasticity to it. What we have been doing is when we bond coat our shells wherever we see those little spider cracks like that we run a triple layer of PermaKote over it, which is helping absorb any movement that stops it from coming through the surface. That is something we could do on those cold joints, we could triple layer the PermaKote, which we know has some elasticity and run the plaster solid to where we only do have one joint or we can continue it up and do what I'm talking about with having an elastic

actual joint there on the surface. I will talk to the engineer on my side in terms of giving you my best recommendation. I'm assuming you are leaning on us to give you the best answer.

Mr. Wing stated I'm assuming you are going to make three cuts.

Mr. Clabots stated I agree.

Mr. Wing stated if you only had one cut it would be a different story.

Mr. Correia stated if the engineer told me there was a reason why not to, that is different.

Mr. Simmons stated it was an expansion joint that caused the crack in the beginning and you are saying you are going to do an expansion joint that is warranted for a year. Two years from now what is the probability that might be a reoccurrence?

Mr. Correia stated if you read these plans the as-built of the pool, nowhere does it call it an expansion joint it calls it a construction joint. In my mind there was never an expansion joint put in this pool. I can find six engineers who agree with that and six engineers who would disagree. That is a moot point whether it should or shouldn't have. It wasn't at the time and there is nothing wrong with what they did. There is just more evidence of there not being issues than issues where I don't think it is worth putting the effort toward trying to pin somebody with a fault. As far as your question on warranty your shell has been here since 2004 and you had no expansion, you had a crack and even with the crack you still don't have anywhere for it to expand. Could some of the other small fractures and cracks be because of that? It could be but we still don't know and it could be steel from the bottom of the pool. There could be a lot of reasons why they are there. I think what we are doing is preventing future issues so that you can get the right products in here and get the warranty behind it.

Mr. Simmons stated I agree with the other supervisors that if we are going to do it, we do it right and make sure we don't have recurring issues. We don't have to call Crown in two years and say we have a crack because of the expansion joint.

Mr. Schroder stated assuming there is no void to what extent do you disturb the gravel and so forth underneath the concrete shell itself, a minimal amount?

Mr. Correia stated a minimal amount. You have to realize they didn't over dig and throw dirt in there.

Mr. Schroder stated we don't know that. They did it on the pond banks.

Mr. Correia stated you are right we don't know that. I will tell you that the amount of leaking that was going on you probably compacted everything below that crack very well so

there could be a void but the void is really less dirt I have to get out because when I go back in I'm doing all this as if this was a brand new swimming pool from our standpoint. Most likely you are not going to see any gravel. You had so much water running through that crack that it has probably pushed that gravel under the earth and it has moved around. I have a feeling there will be a little bit of a void but we have to clean the area up so we can work. If I don't have a clean breaks and clean pours that is why it is so crucial for us on a new construction side, developers try to rock their swimming pools to save \$10,000 that is fine but you still need to have a clean surface to work with. I assume we will be taking dirt out and packing that area with rock before our concrete.

Mr. Schroder what kind of density does the spec call for?

Mr. Correia stated it is probably going to call for 96%, you are not going to get much more than that unless it is virgin soil. I don't have money in there for testing if you want to do that, you are creating something that is almost like a cantilevered deal so I'm not sure the density and strength of that soil in that four-foot section is that important because we are pinning the sides and free floating the expansion joint.

Mr. Schroder stated one of my concerns is when you cut it there might be some settlement and that could be catastrophic.

Mr. Correia stated I think you already see that because your crack is there and the steel is a quarter of the size that it should be.

Mr. Schroder asked how do you compact the gravel?

Mr. Correia stated with a hand tap. Your pond is right there so it is going to be wet so most likely we will drop some well points in the area and dry it up so we can get good compaction. The fact that you are in a wet area you already have natural compaction from water. It is helping you with that. If you want someone to do density testing on it we can set you up but I think it is \$500 to \$800 that is not going to help you one way or the other.

Mr. Schroder stated it is not necessary if it is compacted properly.

Mr. Correia stated correct. If it will help for me to write up the process and what we are going to do I understand your concern in this as well. Sitting here on the record and talking and doing all this everything is going to be done above and beyond the norm.

Mr. Labanowski asked once you open that four feet if you find a void in there farther into the pool are you going to be able to fill that?

Mr. Correia stated that is what we talked about with Matt and what we would probably do, is fill that void with concrete. I don't believe it is going to be that big. I have drained the pool and beat around the main drain and it is solid. What we do now is turn our steel and turn the pool shell and I have a simple commercial main drain has five yards of concrete under it because the old ones they just did the 6" pool floor up to the drain and you have this open fiberglass cavity so once you have erosion or settlement that would break. We have cut those out, repaired them and that main drain is solid.

Mr. Schroder asked does the main drain meet safety standards?

Mr. Correia stated it should, we have to sign off a sheet when we are done.

Mr. Schroder stated if you are pulling all the water through one drain somebody could get stuck.

Mr. Correia stated you have a commercial pool so you have a collector's hat. Nowhere on this swimming pool do we have a pump pulling water from any direct source, everything is gravity fed back to a tank. There is no pump directly hooked up to that body of water out there. We have to have main drain lids in accordance with the Virginia Graeme Baker Act so that even if someone hooks the pool pump to the pool there is still a break on that sump that does not allow someone to be locked to that drain. There is double and triple protection on that side. The second that went into effect you spent the money to replace it.

Mr. Wing moved to approve the proposal from Crown Pools in the amount of \$33,615 to replace the expansion joint and Mr. Labanowski seconded the motion.

Mr. Schroder stated explain the issue with the zero entry.

Mr. Correia stated that zero entry trench is a trench just like your main drain sump because it is linear and it has grates on it. That has to sit within a ¼" level and it is not. I have to go inside and I'm not going to cut the body because now we have a potential leak spot. If I cut and seal that it is something you are going to have to go back and keep sealing. I'm taking strips of PVC and fiberglass and I am epoxy setting those to the inside raising that elevation, the grates will come up, the water line in the pool will come up so your whole pool is getting whatever it may be ½" deeper. We do your steps so we make sure that is within code. You have a 3" tolerance on your depth markers on the pool. We check that to make sure that is within that

number. The pavers directly behind that trench are mud set, they have to be chipped up. I will never salvage what is there. You have two options. Right now in that price we are removing all the pavers from basically the first column all the way around the trench and we are going to put something to make it more appealing and look like a beach entry. At that point, I will be adjusting your pitch in that area. You have the fixed zero entry on the pool side and you have the fixed curb drain on the outer perimeter. I am going to fix that to where everything flows right. I have to come back so far by raising that so in that number is the paver work to fix the area behind it. We are talking about \$1,000 and I have this in my yard available, no wait. If we deal with Temron or Oldcastle they are going to tell us four to six weeks and it would probably be six to eight weeks on just getting the material. We are now introducing another trade and their schedule that we are going to be waiting on. To save \$1,000 we assumed that liability and then we would have to buy the new paver, pick this up, blend the old with half the square footage of the new and kind of make it a hodge podge to make it work and I just don't think for \$1,000 that if I can get this readily available, put it in I think everyone in the neighborhood will see some change in the dollars because these are tough dollars to spend because they are on structure below the naked eye.

Mr. Schroder asked putting them not as deep as the existing pavers will those crack?

Mr. Correia stated no. These meet commercial slope coefficient, I can put a 6 X 12 on a driveway and drive on it.

Mr. Schroder asked how are you going to do the join?

Mr. Correia stated I will probably do somewhat of a herringbone style because I have to come up from the zero entry grate and crown and go back down. The fact that you have a material like this I don't want what I put in to look like what you have out there right now. It is going to be very methodic, it is going to be symmetric going around that arc, it is going to look right.

Mr. Schroder asked are you going to saw cut it?

Mr. Correia responded no. You have 6 X 9 and 6 X 6's on a running bond and that running bond ran right over what is there with the 6 X 9 and all I'm doing is I have three more inches. If there is a joint introduced it will be at the crown in the middle of the section.

Mr. Labanowski asked with what we have to do with the expansion joint is that going to affect our completion timeframe?

Mr. Correia stated I'm going to ask for a couple more weeks if that is possible. We will push. I think we are contracted

Mr. Erasmus stated 45 days from the start, December 4th to the middle of January.

Mr. Wing stated with Chuck's suggestion I will modify the motion to add time for completion.

Mr. Laughlin stated I was going to ask you to allow staff to add an addendum to the agreement, which would include these two things.

Mr. Correia stated I would ask for two weeks, so if we have through January 15th if we can take that through February 1, whatever that time is I think we will be fine, weather permitting.

Mr. Erasmus stated I would say February 9th.

Mr. Wing stated that is fine.

On voice vote with all in favor the motion passed as amended with the addition of the new tile and a completion date of February 9, 2018.

FOURTH ORDER OF BUSINESS

Other Business

Mr. Labanowski stated we talked earlier about waiving payment for this meeting.

Mr. Laughlin stated normally, this is a quick meeting you are eligible to get paid but I know you have been trying to cut back to the budget so I was going to ask if you wanted to waive payment for this meeting.

All the board members agreed to waive payment for this meeting.

FIFTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Garzia stated my concern is the expansion joint, with the symmetry and size of this pool there was no need for an expansion joint. I find that hard to believe. On sidewalks you usually put an expansion joint every 10 feet.

Mr. Correia stated that is not an expansion joint that is a control joint.

Mr. Garzia stated you always put steel down.

Mr. Correia stated not always, they make different psi concretes now. There was always your average 3,000 psi pumice and we would add different things to it to strengthen whatever

our end product was. Now we have fiber we add, when we do this concrete that is going to be 4,000 psi minimum concrete. On the plans now we use a stronger concrete. An expansion joint and a control joint are two totally different things. The control joints in the concrete are for when that concrete cracks you are giving it a weak spot so that the crack hides in that section instead of running wild so it looks more uniform and aesthetically it is nicer.

Mr. Garzia stated the joint is for expansion and contraction.

Mr. Correia stated they were not, they knew the concrete was going to break because of thermal expansion. When they broke if they gave it a weak spot it would break in that spot and you wouldn't see your cracks in your concrete. Here is the deal, we are creating a maintenance item at the end of the day. When we build these pools brand new it will be in our verbiage when we are done we are going to recommend every five years to peel that joint out and put a new one in. It is not a big deal but it is a maintenance item. It is something that if you introduce that on a sidewalk every ten feet you would never get that ground.

Mr. Garzia asked you said you were putting steel down?

Mr. Correia stated there will be steel in the concrete that we put in.

Mr. Garzia stated you said the psi is so much greater now.

Mr. Correia stated this is a 6" swimming pool that is holding 200,000 gallons of water at 7.48 pounds per gallon it is a lot different than a sidewalk.

Mr. Garzia stated I have done Brooklyn Bridge expansion joints and I try to do away with all steel, there is epoxy and the stuff you are putting on the walls, I would rather put that down because any steel in water you are talking it is inevitable what is going to happen.

Mr. Correia stated what we are doing now there is another additive that we put in that when it gets wet it crystalizes so if there is ever a crack in the concrete not at the expansion joint when the water hits it crystalizes and protects the seal. It also protects the seal because you don't know what is behind that concrete. When you are digging in Florida there is a lot of wet soil here so if you get a honeycomb in concrete you want to make sure that water is not penetrating the seal. The seal has structural advantages in situations like this.

Mr. Quinto asked the CDD is paying \$181,000 for this complete job.

Mr. Labanowski stated \$191,000.

Mr. Quinto asked and we can't get a full warranty on the complete job? Just 15 year construction so that is all the work that is being done? That is a lot of money to be spending if we can't have a full guarantee.

Mr. Correia stated you are not going to get any 15 guarantee on exterior/interior tile work.

Mr. Quinto stated that is a lot of money we are spending it is not like it is \$10,000 you are talking about \$191,000.

Mr. Correia stated you take the 15 year out it is not that much for the tile portion of it.

Mr. Garzia asked what is the alternative?

Mr. Wing stated if I recall Crown had the best warranty of any of the bidders.

Mr. Correia stated that warranty is created through the process of what we are doing with getting the manufacturer back involved and not having a product that is on the shelf that we purchase and put on and you have a failure and all of a sudden you have eight different guys pointing at each other. That is what we tried to do by getting this extended warranty and doing this process. If you have an issue you come to us and we resolve it.

SIXTH ORDER OF BUSINESS

Next Scheduled Meeting January 9, 2018 at 6:00 p.m.

On MOTION by Mr. Wing seconded by Mr. Clabots with all in favor the meeting adjourned at 2:54 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Turnbull Creek
Community Development District

Unaudited Financial Reporting
November 30, 2017

*Turnbull Creek
Community Development District
Combined Balance Sheet
November 30, 2017*

	<u>Governmental Fund Types</u>				Totals
	General	Debt Service	Capital Projects	Capital Reserve	(Memorandum Only) 2018
<u>Assets:</u>					
Cash - Wells Fargo	\$1,180	---	---	\$257,395	\$258,575
Cash - Hancock Bank	\$92,023	---	---	---	\$92,023
Investments:					
Due From General Fund	---	\$38,301	---	---	\$38,301
Investment - SBA	\$40	---	---	---	\$40
Investment-General Account	\$204,153	---	---	---	\$204,153
<u>Series 2015 A1-A2</u>					
Interest A1	---	\$100.00	---	---	\$100
Interest A2	---	---	---	---	\$0
Revenue	---	\$130,247.86	---	---	\$130,248
Reserve A1	---	\$389,052.09	---	---	\$389,052
Reserve A2	---	\$106,736.97	---	---	\$106,737
Prepayment A1	---	\$19.50	---	---	\$20
Prepayment A2	---	\$13,408.05	---	---	\$13,408
Construction	---	---	\$1	---	\$1
COI	---	---	\$2,627	---	\$2,627
<u>Series 2015 B1-B2</u>					
Revenue B	---	\$10,618	---	---	\$10,618
Reserve B1	---	\$31,873	---	---	\$31,873
Reserve B2	---	\$9,632	---	---	\$9,632
Prepayment B1	---	\$3	---	---	\$3
Prepayment B2	---	\$3,649	---	---	\$3,649
Capital Interest B1	---	---	---	---	\$0
Capital Interest B2	---	---	---	---	\$0
Construction	---	---	\$44,957	---	\$44,957
<u>Series 2016</u>					
Sinking	---	\$7	---	---	\$7
Reserve	---	\$116,959	---	---	\$116,959
Redemption	---	\$0	---	---	\$0
Revenue	---	\$1,952	---	---	\$1,952
Prepayment	---	\$3,833	---	---	\$3,833
Interest	---	\$2	---	---	\$2
Construction	---	---	---	---	\$0
Prepaid Expenses	\$493	---	---	---	\$493
Assessment Receivable	---	---	---	---	\$0
Total Assets	\$297,889	\$856,393	\$47,586	\$257,395	\$1,459,263
<u>Liabilities:</u>					
Accounts Payable	\$2,010	---	---	\$33,826	\$35,836
Due to Capital Reserve	---	---	---	---	\$0
Due to General Fund	---	---	---	---	\$0
Due to Debt Service 2016	\$38,301	---	---	---	\$38,301
<u>Fund Balances:</u>					
Restricted for Debt Service	---	\$856,393	---	---	\$856,393
Restricted for Capital Projects	---	---	\$47,586	---	\$47,586
Nonspendable	\$493	---	---	---	\$493
Unassigned	\$257,084	---	---	\$223,569	\$480,654
Total Liabilities and Fund Equity	\$297,889	\$856,393	\$47,586	\$257,395	\$1,459,263

*Turnbull Creek
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period ending November 30, 2017*

	Adopted Budget	Prorated Thru 11/30/17	Actual Thru 11/30/17	Variance
<u>Revenues:</u>				
Maintenance Assessments	\$1,126,178	\$187,696	\$136,618	(\$51,079)
Interest/Miscellaneous	\$13,500	\$2,250	\$1,052	(\$1,198)
Amenities Revenue	\$2,000	\$333	\$23	(\$311)
Total Revenues	\$1,141,678	\$190,280	\$137,692	(\$52,587)
<u>Expenditures:</u>				
<u>Administrative</u>				
Supervisor Fees	\$7,000	\$1,167	\$1,000	\$167
FICA Expense	\$536	\$89	\$77	\$13
Engineering (ETM)	\$22,000	\$3,667	\$0	\$3,667
Arbitrage (Grau)	\$3,000	\$0	\$0	\$0
Dissemination (Prager Seafy)	\$2,200	\$367	\$167	\$200
Trustee (US Bank)	\$12,667	\$3,912	\$3,912	\$0
Attorney (HGS)	\$35,000	\$5,833	\$3,960	\$1,873
Tax Roll Assessments (GMS)	\$5,000	\$5,000	\$5,000	\$0
Annual Audit (Grau and Assoc)	\$3,525	\$0	\$0	\$0
Management Fees (GMS)	\$49,000	\$8,167	\$8,167	\$0
Information Technology (GMS)	\$1,600	\$267	\$267	\$0
Telephone	\$450	\$75	\$39	\$36
Postage	\$1,100	\$183	\$43	\$140
Printing & Binding	\$1,250	\$208	\$336	(\$127)
Insurance (FIA)	\$8,816	\$8,816	\$8,014	\$802
Legal Advertising	\$1,350	\$225	\$80	\$145
Other Current Charges	\$1,800	\$300	\$160	\$140
Office Supplies	\$250	\$42	\$22	\$20
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Administrative Expenses	\$156,719	\$38,493	\$31,416	\$7,076
<u>Amenity Center</u>				
Insurance (FIA)	\$15,664	\$15,664	\$14,240	\$1,424
Pest Control (Turner Pest Control)	\$2,673	\$446	\$370	\$76
Repairs & Replacements	\$45,000	\$7,500	\$5,009	\$2,491
Recreational Passes	\$600	\$100	\$200	(\$100)
Office Supplies	\$2,000	\$333	\$171	\$162
Other Current Charges	\$300	\$50	\$0	\$50
Permit Fees (Pool, ASCAP/BMI/SEASAC)	\$1,850	\$1,500	\$341	\$1,159
<u>Utilities</u>				
Water & Sewer (STCUD)	\$11,000	\$1,833	\$1,409	\$425
Electric (FPL)	\$31,700	\$5,283	\$5,752	(\$469)
Telephone/Internet (Comcast)	\$4,530	\$755	\$583	\$172
Cable (DIRECTV)	\$0	\$0	\$0	\$0

Turnbull Creek
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period ending November 30, 2017

	Adopted Budget	Prorated Thru 11/30/17	Actual Thru 11/30/17	Variance
<u>Amenity Center Cont'd.</u>				
<u>Management Contracts</u>				
Lifeguards/Pool Monitors (ASG)	\$32,200	\$0	\$0	\$0
Facility Monitor (ASG)	\$27,900	\$4,650	\$4,650	\$0
Facility Management (ASG)	\$59,500	\$9,917	\$9,917	\$0
Facility Attendants (ASG)	\$17,000	\$2,833	\$2,833	(\$0)
Field Operations (ASG)	\$50,500	\$8,417	\$8,417	\$0
Facility Maintenance (ASG)	\$48,000	\$8,000	\$8,000	\$0
Pool Maintenance (ASG)	\$14,300	\$2,383	\$2,383	(\$0)
Pool Chemicals	\$11,000	\$1,833	\$1,586	\$247
Janitorial Services (ASG)	\$8,800	\$1,467	\$1,467	\$0
Refuse Service (Advance Disposal)	\$7,000	\$1,167	\$1,300	(\$133)
Security - ENVERA	\$5,800	\$967	\$986	(\$19)
Special Events	\$9,000	\$1,500	\$2,137	(\$637)
Program Director	\$2,500	\$417	\$917	(\$500)
<u>Amenity Center Expenses</u>	<u>\$408,817</u>	<u>\$77,015</u>	<u>\$72,668</u>	<u>\$4,346</u>
<u>Grounds Maintenance</u>				
Electric (FPL)	\$3,510	\$585	\$0	\$585
Streetlighting (FPL)	\$35,375	\$5,896	\$6,175	(\$279)
Lake Maintenance (Future Horizons)	\$8,640	\$1,440	\$1,440	\$0
Landscape Maintenance (Duval Landscape)	\$265,236	\$44,206	\$45,706	(\$1,500)
Landscape Contingency	\$34,500	\$5,750	\$0	\$5,750
Pond Bank Reserves	\$0	\$0	\$0	\$0
Miscellaneous	\$3,800	\$633	\$0	\$633
Irrigation Repairs	\$18,000	\$3,000	\$0	\$3,000
Contingency	\$0	\$0	\$1,580	(\$1,580)
Capital Reserves	\$207,081	\$0	\$0	\$0
<u>Grounds Maintenance Expenses</u>	<u>\$576,142</u>	<u>\$61,510</u>	<u>\$54,901</u>	<u>\$6,609</u>
<u>Total Expenses</u>	<u>\$1,141,678</u>	<u>\$177,017</u>	<u>\$158,986</u>	<u>\$18,032</u>
<u>Excess Revenues (Expenditures)</u>	<u>\$0</u>		<u>(\$21,293)</u>	
<u>Fund Balance - Beginning</u>	<u>\$0</u>		<u>\$278,871</u>	
<u>Fund Balance - Ending</u>	<u>\$0</u>		<u>\$257,577</u>	

Turnbull Creek
Community Development District
General Fund
Month By Month Income Statement
FY 2018

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues:													
Maintenance Assessments	\$0	\$136,618	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,618
Interest/Miscellaneous	\$36	\$1,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,052
Amenities Revenue	\$23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
Interfund Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$59	\$137,633	\$0	\$137,692									
Expenditures:													
Administrative													
Supervisor Fees	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
FICA Expense	\$0	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
Trustee	\$3,912	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,912
Attorney	\$3,960	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,960
Tax Roll Assessments	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$4,083	\$4,083	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,167
Computer Time	\$133	\$133	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$267
Telephone	\$39	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39
Postage	\$15	\$28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43
Printing & Binding	\$284	\$52	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$336
Insurance	\$8,014	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,014
Legal Advertising	\$80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80
Other Current Charges	\$94	\$66	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160
Office Supplies	\$21	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Administrative Expenses	\$25,893	\$5,524	\$0	\$31,416									
Amenity Center													
Insurance	\$14,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,240
Pest Control	\$185	\$185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$370
Repairs & Replacements	\$2,853	\$2,156	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,009
Recreational Passes	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Office Supplies	\$171	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$171
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permit Fees	\$341	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$341
Utilities													
Water & Sewer	\$556	\$853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,409
Electric	\$2,716	\$3,036	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,752
Telephone/Cable/Internet	\$292	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$583
Cable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Turnbull Creek
Community Development District
General Fund
Month By Month Income Statement
FY 2018

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Amenity Center Cont'd.</i>													
<u>Management Contracts</u>													
Pool Monitors/Lifeguards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Monitor (1,550 and 2,325)	\$2,325	\$2,325	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,650
Facility Management (4958.33)	\$4,958	\$4,958	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,917
Facility Attendants (1,416.67)	\$1,417	\$1,417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,833
Field Operations (4,208.33)	\$4,208	\$4,208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,417
Facility Maintenance (4000)	\$4,000	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000
Pool Maintenance (1191.67)	\$1,192	\$1,192	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,383
Pool Chemicals (792.96 and 1134.64)	\$793	\$793	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,586
Janitorial Services (725.00)	\$733	\$733	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,467
Refuse Service	\$650	\$650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300
Security - Envera (470)	\$493	\$493	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$986
Special Events	\$2,137	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,137
Program Director (309.58)	\$458	\$458	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$917
Amenity Center Expenses	\$44,719	\$27,491	\$0	\$72,668									
<u>Grounds Maintenance</u>													
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street lighting	\$3,088	\$3,088	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,175
Lake Maintenance (\$720.00)	\$720	\$720	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,440
Landscape Maintenance (\$22,723)	\$23,603	\$22,103	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,706
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pond Bank Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$1,580	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,580
Capital Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds Maintenance Expenses	\$27,411	\$27,491	\$0	\$54,901									
Total Expenses	\$98,022	\$60,505	\$0	\$158,986									
Excess Revenues (Expenditures)	(\$97,963)	\$77,128	\$0	(\$21,293)									

Turnbull Creek
Community Development District
Debt Service Fund - Series 2015A1-A2
Statement of Revenues & Expenditures
For the Period ending November 30, 2017

<i>Adopted Budget</i>	<i>Prorated Thru 11/30/17</i>	<i>Actual Thru 11/30/17</i>	<i>Variance</i>
---------------------------	---------------------------------------	-------------------------------------	-----------------

Revenues:

<i>Interest Income</i>	\$300	\$50	\$1,153	\$1,103
<i>Assessments</i>	\$989,969	\$119,766	\$119,766	\$0
<i>Prepayments A1</i>	\$0	\$0	\$0	\$0
<i>Prepayments A2</i>	\$0	\$0	\$0	\$0
 <i>Total Revenues</i>	 \$990,269	 \$119,816	 \$120,919	 \$1,103

Expenditures

Series 2015A-1

<i>Interest 11/1</i>	\$187,109	\$187,109	\$187,109	\$0
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$15,000	(\$15,000)
<i>Interest 5/1</i>	\$187,109	\$0	\$0	\$0
<i>Principal 5/1</i>	\$405,000	\$0	\$0	\$0

Series 2015A-2

<i>Interest 11/1</i>	\$60,206	\$60,206	\$59,969	\$238
<i>Principal Prepayment 11/1</i>	\$0	\$0	\$5,000	(\$5,000)
<i>Interest 5/1</i>	\$60,206	\$0	\$0	\$0
<i>Principal 5/1</i>	\$90,000	\$0	\$0	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0

<i>Total Expenditures</i>	\$989,631	\$247,316	\$267,078	(\$19,763)
---------------------------	-----------	-----------	-----------	------------

<i>Excess Revenues (Expenditures)</i>	\$637	(\$127,500)	(\$146,159)	(\$18,659)
---------------------------------------	-------	-------------	-------------	------------

Other Sources (Uses)

<i>Operating Transfer In (Out)</i>	(\$27,974)	\$0	\$0	\$0
------------------------------------	------------	-----	-----	-----

<i>Total Other Sources(Uses)</i>	(\$27,974)		\$0	
----------------------------------	------------	--	-----	--

<i>Net Change in Fund Balance</i>	(\$27,337)		(\$146,159)	
-----------------------------------	------------	--	-------------	--

<i>Fund Balance - Beginning</i>	\$282,717		\$785,723	
---------------------------------	-----------	--	-----------	--

<i>Fund Balance - Ending</i>	\$255,380		\$639,565	
------------------------------	-----------	--	-----------	--

Turnbull Creek
Community Development District
Debt Service Fund - Series 2015B1-B2
Statement of Revenues & Expenditures
For the Period ending November 30, 2017

	<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
	<i>Budget</i>	<i>Thru</i>	<i>Thru</i>	<i>Variance</i>
		<i>11/30/17</i>	<i>11/30/17</i>	

Revenues:

Interest Income	\$0	\$0	\$114	\$114
Assessments	\$79,318	\$13,220	\$9,592	(\$3,627)
Prepayments B1	\$0	\$0	\$0	\$0
Prepayments B2	\$0	\$0	\$0	\$0
Total Revenues	\$79,318	\$13,220	\$9,706	(\$3,514)

Expenditures

Series 2015B-1

Interest 11/1	\$20,325	\$20,325	\$20,325	\$0
Principal Prepayment 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest 5/1	\$20,325	\$0	\$0	\$0
Principal 5/1	\$20,000	\$0	\$0	\$0

Series 2015B-2

Interest 11/1	\$6,031	\$6,031	\$6,031	(\$0)
Interest 5/1	\$6,031	\$0	\$0	\$0
Principal 5/1	\$5,000	\$0	\$0	\$0
Special Call 5/1	\$0	\$0	\$0	\$0

Total Expenditures	\$77,712	\$26,356	\$31,356	(\$5,000)
---------------------------	-----------------	-----------------	-----------------	------------------

Excess Revenues (Expenditures)	\$1,606	(\$13,136)	(\$21,650)	
---------------------------------------	----------------	-------------------	-------------------	--

Other Sources (Uses)

Operating Transfer In (Out)	\$0	\$0	\$0	\$0
Total Other Sources(Uses)	\$0		\$0	

Net Change in Fund Balance	\$1,606		(\$21,650)	
----------------------------	---------	--	------------	--

Fund Balance - Beginning	\$35,043		\$77,425	
--------------------------	----------	--	----------	--

Fund Balance - Ending	\$36,649		\$55,774	
-----------------------	----------	--	----------	--

Turnbull Creek
Community Development District
Debt Service Fund - Series 2016
Statement of Revenues & Expenditures
For the Period ending November 30, 2017

	<i>Adopted Budget</i>	<i>Prorated Thru 11/30/17</i>	<i>Actual Thru 11/30/17</i>	<i>Variance</i>
<u>Revenues:</u>				
<i>Interest Income</i>	\$0	\$0	\$239	\$239
<i>Assessments</i>	\$286,688	\$34,753	\$34,753	\$0
<i>Prepayments</i>	\$0	\$0	\$0	\$0
<i>Total Revenues</i>	\$286,688	\$34,753	\$34,992	\$239
<u>Expenditures</u>				
<u>Series 2016</u>				
<i>Interest 11/1</i>	\$74,851	\$74,851	\$74,851	\$0
<i>Interest 5/1</i>	\$74,851	\$0	\$0	\$0
<i>Principal 5/1</i>	\$139,000	\$0	\$0	\$0
<i>Special Call 5/1</i>	\$0	\$0	\$0	\$0
<i>Total Expenditures</i>	\$288,702	\$74,851	\$74,851	\$0
<i>Excess Revenues (Expenditures)</i>	(\$2,014)	(\$40,098)	(\$39,859)	
<u>Other Sources (Uses)</u>				
<i>Operating Transfer In/(Out) (1)</i>	\$0	\$0	\$0	\$0
<i>Transfer Out to Escrow Agent</i>	\$0	\$0	\$0	\$0
<i>Total Other Sources(Uses)</i>	\$0		\$0	
<i>Net Change in Fund Balance</i>	(\$2,014)		(\$39,859)	
<i>Fund Balance - Beginning</i>	\$83,065		\$200,913	
<i>Fund Balance - Ending</i>	\$81,051		\$161,054	

Turnbull Creek
Community Development District
Capital Projects Fund
Statement of Revenues & Expenditures
For the Period ending November 30, 2017

	<i>Series</i> <i>2015A-1 & A-2</i>	<i>Series</i> <i>2015B-1 & B-2</i>	<i>Series</i> <i>2016</i>	<i>Total</i>
<u><i>Revenues:</i></u>				
<i>Interest Income</i>	\$4	\$67	\$8	\$79
<i>Total Revenues</i>	\$4	\$67	\$0	\$71
<u><i>Expenditures</i></u>				
<i>Capital Outlay - Series 2016</i>	\$0	\$0	\$0	\$0
<i>Capital Outlay - Series 2015A-1-A2</i>	\$0	\$0	\$0	\$0
<i>Capital Outlay - Series 2015 B-1-B2</i>	\$0	\$0	\$0	\$0
<i>Cost of Issuance</i>	\$0	\$0	\$0	\$0
<i>Total Expenditures</i>	\$0	\$0	\$0	\$0
<i>Excess Revenues (Expenditures)</i>	\$4	\$67	\$0	\$71
<u><i>Other Sources (Uses)</i></u>				
<i>Operating Transfer In</i>	\$0	\$0	\$0	\$0
<i>Total Other Sources(Uses)</i>	\$0	\$0	\$0	\$0
<i>Net Change in Fund Balance</i>	\$4	\$67	\$0	\$71
<i>Fund Balance - Beginning</i>	\$2,625	\$44,891	\$0	\$47,515
<i>Fund Balance - Ending</i>	\$2,628	\$44,957	\$0.00	\$47,586

Turnbull Creek
Community Development District
Capital Reserve Funds
Statement of Revenues & Expenditures
For the Period ending November 30, 2017

	<i>Adopted Budget</i>	<i>Prorated Thru 11/30/17</i>	<i>Actual Thru 11/30/17</i>	<i>Variance</i>
<u><i>Revenues:</i></u>				
<i>Comcast Revenue Share</i>	\$0	\$0	\$0	\$0
<i>Capital Reserve Funding - Transfer In</i>	\$207,081	\$0	\$0	\$0
<i>Total Revenues</i>	\$207,081	\$0	\$0	\$0
<u><i>Expenditures</i></u>				
<i>Capital Outlay</i>	\$329,411	\$0	\$0	\$0
<i>Repair and Replacements</i>	\$0	\$0	\$82,384	(\$82,384)
<i>Total Expenditures</i>	\$329,411	\$0	\$82,384	(\$82,384)
<i>Excess Revenues (Expenditures)</i>	(\$122,330)		(\$82,384)	
<i>Fund Balance - Beginning</i>	\$307,408		\$305,953	
<i>Fund Balance - Ending</i>	\$185,078		\$223,569	

Turnbull Creek
Community Development District
Long Term Debt Report

Series 2015A1-A2 Special Assessment Refunding Bonds	
Interest Rate:	4.190%
Maturity Date:	5/1/2035
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$495,258
Reserve Fund Balance:	\$495,789
Bonds outstanding - 4/30/2015	\$13,375,000
Less: May 2, 2016 (Principal)	(\$475,000)
Less: May 2, 2016 (Prepayment -A2)	(\$15,000)
Less: November 1, 2016 (Prepayment -A1)	(\$10,000)
Less: November 1, 2016 (Prepayment -A2)	(\$5,000)
Less: May 1, 2017 (Principal-A1)	(\$395,000)
Less: May 1, 2017 (Principal-A2)	(\$90,000)
Less: May 1, 2017 (Prepayment-A2)	(\$10,000)
Less: November 1, 2017 (Prepayment -A1)	(\$15,000)
Less: November 1, 2017 (Prepayment -A2)	(\$5,000)
Current Bonds Outstanding	\$12,355,000

Series 2015B1-B2 Pond Bank Reconstruction Special Assessment Bonds	
Interest Rate:	4.450%
Maturity Date:	5/1/2045
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$41,378
Reserve Fund Balance:	\$41,504
Bonds outstanding - 4/30/2015	\$1,280,000
Less: May 2, 2016 Principal B1	(\$20,000)
Less: May 2, 2016 Principal B2	(\$5,000)
Less: May 1, 2017 (Principal-B1)	(\$20,000)
Less: May 1, 2017 (Principal-B2)	(\$5,000)
Less: November 1, 2017 (Prepayment-B1)	(\$5,000)
Current Bonds Outstanding	\$1,225,000

Series 2016 Special Assessment Refunding and Revenue Bonds	
Interest Rate:	3.700%
Maturity Date:	11/1/2037
Reserve Fund Definition:	40% Max Annual Debt
Reserve Fund Requirement:	\$115,142
Reserve Fund Balance:	\$116,959
Bonds outstanding - 5/31/2016	\$4,196,000
Less: May 1, 2017 Principal	(\$135,000)
Current Bonds Outstanding	\$4,061,000