

# Blackburn Creek Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

Phone 407-723-5900; Fax 407-723-5901

[www.blackburncreekcdd.com](http://www.blackburncreekcdd.com)

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The meeting of the Board of Supervisors for the **Blackburn Creek Community Development District** will be held **Wednesday, January 11, 2023, at 12:00 p.m.** located at **5800 Lakewood Ranch Blvd, Sarasota, FL 34240**. The following is the proposed agenda for this meeting.

**Call in number: 1-844-621-3956**

**Passcode: 790 562 990 #**

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Organizational Matters**

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

### **General Business Matters**

1. Consideration of the Minutes of the December 14, 2022, Board of Supervisors' Meeting
2. Update of Stormwater Structures Piping Inspection
3. Review and Consideration of Proposal from Aqualis for Stormwater Drains
4. Update from MBS Capital Markets pertaining to Bond Market
5. Update of Capital Projects Turnover and Completion Status
6. Ratification of Payment Authorization 188-189
7. Review of District Financial Statements

### **Other Business**

- Staff Reports
  - District Counsel
  - District Engineer
  - District Manager
- Audience Comments
- Supervisors Requests

### **Adjournment**



**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Minutes of the December 14, 2022  
Board of Supervisors' Meeting

**MINUTES OF MEETING**

**BLACKBURN CREEK COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS MEETING MINUTES  
Wednesday, December 14, 2022, at 12:00 p.m.  
5800 Lakewood Ranch Blvd., Sarasota, FL 34240**

Board Members Present via Speaker or in Person:

Kevin Johnson	Chairperson
Jerald Dell	Vice Chairperson
David Trast	Assistant Secretary
Kirk Fegley	Assistant Secretary
Phil Davis	Assistant Secretary

Also Present via Speaker or in Person:

Venessa Ripoll	District Manager- PFM Group Consulting LLC	
Jorge Jimenez	ADM- PFM Group Consulting LLC	
Rick Montejano	Accountant - PFM Group Consulting LLC	(via phone)

**FIRST ORDER OF BUSINESS**

**Organizational Matters**

**Call to Order and Roll Call**

The Board of Supervisors' Meeting for the Blackburn Creek CDD was called to order at 12:00 p.m. by Ms. Ripoll and she proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above either in person or via speaker phone.

**Public Comment Period**

There were no public comments.

**SECOND ORDER OF BUSINESS**

**Organizational Matters**

**Administer Oath of Office to Newly Elected Supervisors**

Mr. Johnson, Mr. Dell, and Mr. Davis were sworn into the Board of Supervisors. All three will receive compensation.

**Consideration of Resolution 2023-01,  
Election of Officers**

Mr. Johnson reviewed the slate of the Board. Mr. Johnson will be Chairman, Mr. Dell will be Vice Chairman, Ms. Carvalho as Secretary, Mr. Trast as Assistant Secretary, Mr. Fegley as Assistant

Secretary, Ms. Ripoll as Assistant Secretary, Ms. Glasgow as Treasurer, and Ms. Lane as Assistant Treasurer.

ON MOTION by Mr. Johnson seconded by Mr. Fegley, with all in favor, the Board approved Resolution 2023-01, Election of Officers with Kevin Johnson as Chair, Jerald Dell as Vice Chair, Vivian Carvalho as Secretary, David Trast, Kirk Fegley and Phil Davis as Assistant Secretaries, Jennifer Glasgow as Treasurer and Amanda Lane as Assistant Treasurer.

**THRID ORDER OF BUSINESS**

**General Business Matters**

**Consideration of the Minutes of the November 9, 2022, Board of Supervisors' Meeting**

The Board reviewed Minutes of the November 9, 2022, Board of Supervisors' Meeting. There was a minor changed suggested to the minutes concerning District Counsel.

ON MOTION by Mr. Trast seconded by Mr. Dell, with all in favor, the Board approved the Minutes of the November 9, 2022, Board of Supervisors' Meeting as amended.

**Update of Stormwater Structures Piping Inspection**

This item will be deferred to the next meeting.

**Review and Consideration of Proposal from Aqualis for Stormwater Drains**

The Board will wait for multiple bids and defer this to the next meeting.

**Update from MBS Capital Markets pertaining to Bond Market**

Mr. Montejano provided an update on the Capital Markets pertaining to Bond Market. The Board requested this update every 6 months. There was no further action required by the Board at this time.

**Update of Capital Projects Turnover and Completion Status**

Mr. Johnson had made a request to the Engineer that everything be cleaned up as much as possible, a motion will need to be made to accept the turnover.

**Ratification of Requisitions 2015-91,  
2018-126, 2019-109, 2019-110, 2019-111**

Ms. Ripoll stated that these requisitions have been approved need to be ratified.

ON MOTION by Mr. Johnson seconded by Mr. Dell, with all in favor, the Board ratified Requisitions 2015-91, 2018-126, 2019-109, 2019-110, 2019-111.

**Ratification of Payment Authorization 186  
- 187**

Ms. Ripoll stated that these payment authorizations have been approved and need to be ratified.

ON MOTION by Mr. Fegley seconded by Mr. Trast, with all in favor, the Board ratified Payment Authorization 186 - 187.

**Review of District Financial Statements**

The Board reviewed the District's Financial Statements.

ON MOTION by Mr. Johnson seconded by Mr. Fegley, with all in favor, the Board approved the District Financial Statements.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**District Counsel –** Not present.

**District Engineer –** Not present.

**District Manager –** Ms. Ripoll noted the next meeting is scheduled for January 11, 2023, at 12:00 p.m. and there will be follow-up with the Engineer.

**FOURTH ORDER OF BUSINESS**

**Audience Comments and Supervisor Requests**

Requisition documents were requested to be given to all Board Members.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

There was no additional business to discuss. Ms. Ripoll requested a motion to adjourn.

ON MOTION by Mr. Johnson, seconded by Mr. Trast, with all in favor, the November 9, 2022, Meeting of the Board of Supervisors of the Blackburn Creek Community Development District was adjourned at 12:13 p.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Stormwater Structures Piping Inspection

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Aqualis Proposal for Stormwater Drains



## Services Proposed For: PFM Group

PFM Group  
 Blackburn Creek CDD  
 Deland Rd.  
 Venice, FL 34293

Internal RO#: 15091

## Driver for Corrective Action

 Attention Needed

 Action Needed

 Action Required



*Function/Safety: Removal of accumulated sediment and debris from multiple curb inlets and stormwater conveyance lines*

## Summary of Issues

This proposal results from a client request to assess and repair blockages to a stormwater conveyance line at Blackburn Creek CDD. The client contacted AQUALIS regarding multiple curb and yard inlets along Deland rd. that continuously flood during rain events. Each inlet, along with the underground conveyance line, were found to have approximately 14 inches of accumulated sediment, pine straw, and additional debris. Further investigation into site drainage plans found that the stormwater conveyance line discharge into the pond west of Deland Rd. In order to properly jet and vacuum accumulated matter from the stormwater structures; the conveyance line must be plugged at the 36-inch pipe mark. This will prevent sediment and debris within the conveyance lines finding its way into the adjacent pond.

AQUALIS proposes to jet and vacuum accumulated matter within each curb inlet, yard inlet, and underground conveyance line once all structures are dewatered and the line is plugged. Removal of accumulated matter should clear obstructions within the stormwater conveyance lines to alleviate flooding concerns. Vacuumed matter should be disposed at an appropriate facility.

## Root Cause

Client request; complete required SCM inspection

## Scope of Work

AQUALIS shall provide the Services and Deliverable(s) as follows:

- Mobilize all equipment and labor to the site.
- Install necessary BMPs, barricades, and signage as needed.
- Remove standing water from stormwater inlets and conveyance lines
  - Utilize pump to dewater inlets and conveyance lines
  - Route dewatering into west pond
- Install conveyance line plug
  - Install plug at 36-inch conveyance pipe
- Jet/Vac accumulated sediment and debris
  - Jet accumulated material within stormwater inlets and conveyance lines
  - Enter stormwater system at access points for each inlet (5)
    - Remove manhole covers as needed

- Vacuum clean jetted material
- Vacuum stormwater conveyance lines and each inlet structure (5)
- Remove hoses and plug from stormwater conveyance lines
- Reinstall manhole covers
- Perform general site cleanup
- Demobilize
- Dispose of waste at an appropriate facility

## Special Project Notes

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- This proposal is good for 30 days
- This cost does not include CCTV investigation
- This cost includes jet/vac cleaning of the outlined conveyance lines and inlet structures only

**Total Cost: \$15,806.45**

This Work Order is issued pursuant to that certain Master Services Agreement, by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and the Client, dated 12/8/2022 (the “Agreement”). Capitalized terms used and not defined in this Work Order shall have the meaning set forth in the Agreement.

This scope of work is confidential to AQUALIS, PFM Group and their respective representatives. Without the prior written consent of AQUALIS, PFM Group shall not, and shall not permit any of its representatives to, disclose to any person: (a) the existence or contents of this scope of work; (b) the fact that investigations, discussions, or negotiations are taking or have taken place concerning a transaction by AQUALIS and PFM Group, including the status thereof; or (c) any terms, conditions, or other matters relating to this scope of work.

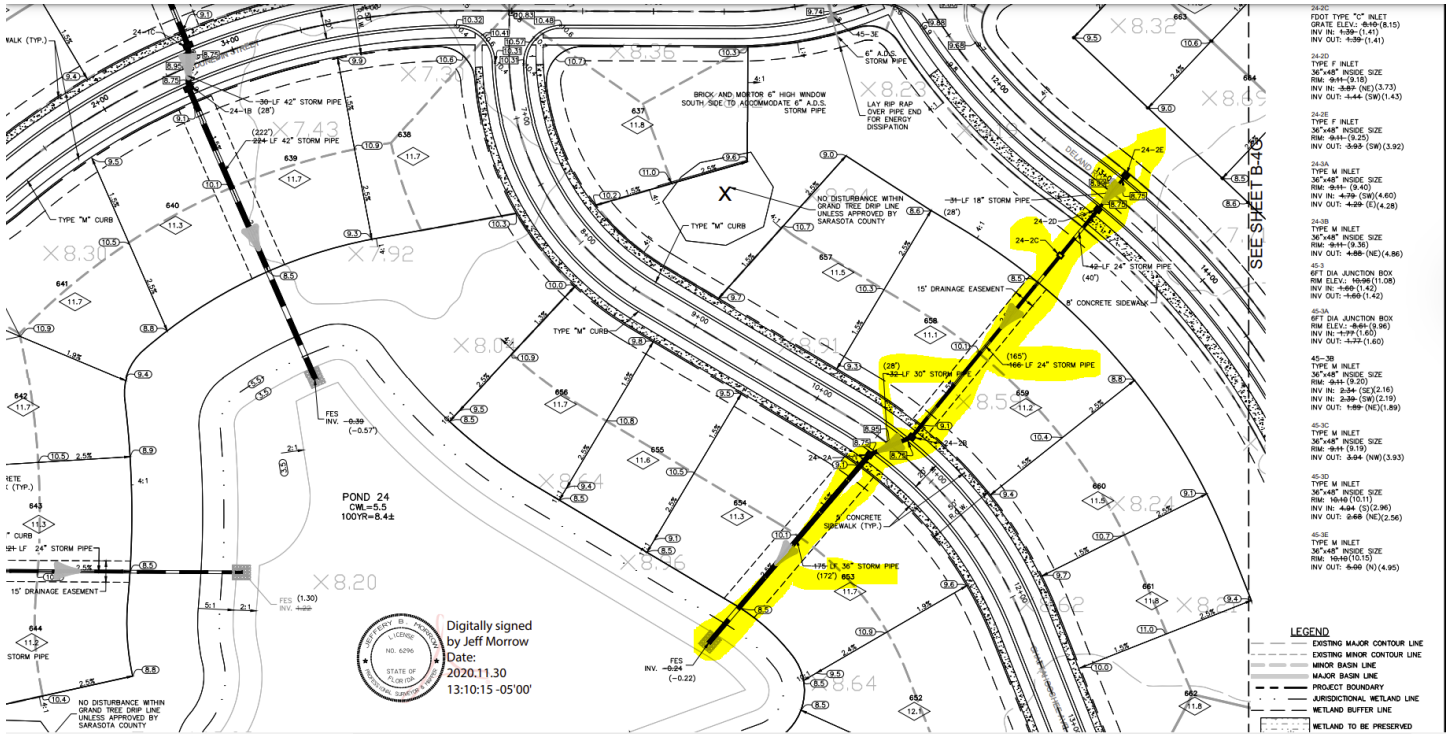
Signed \_\_\_\_\_  
PFM Group authorized signature

Date \_\_\_\_\_

Signed Anthony Villedrouin  
AQUALIS authorized signature

Date 12/8/2022





- 2400 FDOT TYPE "C" INLET  
GRDE ELEV: 849(8.15)  
INV IN: 839(1.41)  
INV OUT: 799(1.41)
- 2405 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 844(3)(1.43)
- 242E TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV OUT: 848(3)(1.92)
- 243A TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.42)
- 243B TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV OUT: 848(3)(1.92)
- 671 DIA JUNCTION BOX  
RM ELEV: 848(1.08)  
INV IN: 848(1.42)  
INV OUT: 848(1.42)
- 672 DIA JUNCTION BOX  
RM ELEV: 848(1.08)  
INV IN: 848(1.42)  
INV OUT: 848(1.42)
- 45-38 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-39 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-40 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-41 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-42 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-43 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-44 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-45 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-46 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-47 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-48 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-49 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)
- 45-50 TYPE M INLET  
36"x48" INSIDE SIZE  
RM: 844(2.15)  
INV IN: 838(2)(2.73)  
INV OUT: 848(3)(1.92)

Digitally signed  
by Jeff Morrow  
Date: 2020.11.30  
13:10:15 -05'00'

- LEGEND**
- EXISTING MAJOR CONTOUR LINE
  - EXISTING MINOR CONTOUR LINE
  - MINOR BASIN LINE
  - MAJOR BASIN LINE
  - PROJECT BOUNDARY
  - JURISDICTIONAL WETLAND LINE
  - WETLAND BUFFER LINE
  - WETLAND TO BE PRESERVED

Curb inlets along Deland Rd.



Yard inlet filled with pine straw and debris





Standing water and debris within curb inlets





## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (this “*Agreement*”) is effective as of December 8, 2022 (the “*Effective Date*”), by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and PFM Group (the “*Client*”).

1. **WORK.** AQUALIS shall perform certain Work for Client (the “*Work*”) as set forth in one or more work orders or proposals in the form of the Proposals hereto (each a “*Work Order*”). All Work Orders issued under this Agreement and all Work performed pursuant to Work Orders shall be subject to the terms of this Agreement and any conflict in terms shall be resolved in favor of the Work Order. Client may, upon written agreement by AQUALIS, request AQUALIS to make changes in the scope of the Work, provided that if any requested changes cause an increase in the cost or time required for the performance and delivery, Client shall execute an agreement, in form and substance satisfactory to AQUALIS, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.

2. **ACCESS AND AUTHORIZATION.** Client shall provide AQUALIS with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client’s change in schedule or delays in obtaining access to the property or required documentation, authorizations or permits, in each case, may result in additional fees.

3. **STANDARDS; WARRANTY.** AQUALIS will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless otherwise specified in the applicable Work Order, AQUALIS warrants that the Work will be free from material defects in parts and workmanship for a period of one (1) year from the date of completion of the Work. AQUALIS does not represent or warrant to Client that the Work performed and/or reports delivered hereunder will achieve any results for Client, other than as expressly set forth in this section or in the Work Order and AQUALIS hereby disclaims all other warranties, express or implied. Client agrees to defend, indemnify and hold AQUALIS harmless from and against any and all damages, delays, costs, injuries or death associated with any subterranean structures or utilities that were not called to the attention of AQUALIS and correctly shown on the plans furnished to AQUALIS.

4. **TERM; TERMINATION.** This Agreement will become effective on the Effective Date and will continue until terminated in accordance with this Agreement. Either party may, at any time, terminate any Work Order or this Agreement, in whole or in part, for any reason or no reason at all, upon thirty (30) calendar days’ prior written notice to the other party. Termination of this Agreement in its entirety will, automatically and without further notice, be deemed a termination of all outstanding Work Orders unless otherwise specifically stated in the applicable termination notice. Subject to the terms of this Agreement. Each party shall also have the right to terminate this Agreement or any Work Order, or any portion thereof effective immediately upon delivery of a termination notice (or at such future date as may be set forth in such termination notice), if the other: (i) materially violates any of the terms or provisions of this Agreement and such violation, if of a type that can be cured, is not cured within fourteen (14) business days of written notice of such violation, or (ii) becomes insolvent or declares bankruptcy, or the terminating party reasonably believes the non-terminating party is reasonably likely to become insolvent, declare bankruptcy, or be subject to any other similar proceedings or otherwise fail to timely pay any amounts owed

5. **PAYMENT.** Payment for the Work shall be made by Client in accordance with and at the times set forth in the applicable Work Order. Unless otherwise stated on applicable work order, payment terms shall be 15 days for preventative maintenance and inspection work or 30 days for repair, vac, hydro-excavation and CCTV work, from date of service. The provisions of this Section 5 and the payment provisions of the applicable Work Order(s) shall survive any expiration or termination of this Agreement.

6. **INDEMNIFICATION.** To the fullest extent allowed by law, Client shall defend, indemnify, and hold harmless AQUALIS and its affiliates, and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (collectively, the “*Indemnified Parties*”), from and against any and all liabilities, damages, judgments, obligations, claims, demands, losses, causes of action, settlements, deficiencies, assessments, awards, expenses, fines, costs, and penalties, including, without limitation, court costs and attorneys’ fees, consultants’ fees, and other fees and disbursements incident thereto of any nature whatsoever (whether based on tort, breach of contract, product liability, patent, copyright, or other proprietary rights infringement, or otherwise) (collectively “*Losses*”), arising directly or indirectly from or out of: (i) any act or omission of Client and/or its affiliates and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (each a “*Client Party*”, and collectively the “*Client Parties*”); (ii) any failure of any Client Party to obtain any necessary permits licenses, consents or authorizations to be obtained by Client in accordance with this Agreement; or (iii) any other failure of Client or any other Client Party to comply with the terms of this Agreement (including any Work Order).

7. **LIMITATION OF DAMAGES.** Except as set forth in Section 2 and Section 3, in no event shall either party be liable to the other in contract or tort, including negligence and strict liability, for consequential, incidental, punitive, indirect, or special damages of any kind or character, including, without limitation, any delay damages, lost opportunity damages or lost revenues/profits, incurred by Client or its affiliates, customers, agents, or employees in connection with this Agreement. In no event shall AQUALIS be liable to any person for damages in excess of the aggregate amount paid by Client to AQUALIS under the applicable Work Order.

8. **INDEPENDENT CONTRACTOR** It is understood and agreed that AQUALIS is acting as an independent contractor in the performance of the Work. Nothing herein contained shall be deemed to create an employment, agency, partner, or joint venture relationship between AQUALIS and Client.

9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement, and for a period of two (2) years thereafter, Client shall not, directly or indirectly, for the Client’s own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of personnel of AQUALIS who have performed services under this Agreement, without the express written consent of AQUALIS.



in accordance with the terms of this Agreement or the applicable Work Order.

**10. CONFIDENTIAL INFORMATION.** Client agrees to keep the specific terms and conditions of this Agreement confidential and not to disclose such information to any other person or entity and such terms and conditions of this Agreement shall be included in the term “Confidential Information” (defined below). Client may, during the course of Client’s engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems, or other information relating to AQUALIS, or its parents, related, affiliated or subsidiary companies, which may not be accessible or known to the general public (the “*Confidential Information*”). Any such knowledge acquired by Client shall be kept confidential and shall not be used, published, or divulged by Client to any other person, firm, or entity, or in any advertising or promotion regarding Client or the Work, or in any other manner or connection whatsoever, without first having obtained the prior written permission of AQUALIS, which permission AQUALIS may withhold in its sole discretion. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

**11. NOTICES.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) upon confirmation of facsimile or delivery of e-mail, (ii) one (1) business day following the date sent when sent by overnight delivery and (iii) five (5) business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid at the following address:

If to AQUALIS:

New Restoration and Recovery Services, LLC

d/b/a AQUALIS

2510 Meridian Parkway

Durham, NC 27713

Attention: Richard Matero, Chief Executive Officer

Email: [rmatero@aqualisco.com](mailto:rmatero@aqualisco.com)

If to the Client, to the address set forth on the signature page hereto.

Either party may change its respective address for notice by providing the other party with written notice of such change in accordance with this Section 11.

**12. ASSIGNMENT; AMENDMENT; BENEFIT; BINDING EFFECT.** Except as provided in this paragraph, neither party shall assign this Agreement, any Work Order, or any interest in them without the other party’s prior written consent, which will not be unreasonably withheld or delayed; provided, however, that AQUALIS, in its sole discretion and without Client’s consent, may assign this Agreement or Work Order to a subsidiary, affiliate or lender. This Agreement (including all Work Orders) shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and permitted assigns. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly signed by both parties.

**13. GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of North Carolina (without giving effect to its choice of law or conflict of laws principles).

**14. WAIVER OF JURY TRIAL.** Client and AQUALIS irrevocably waive their respective rights to trial by jury on any action, proceeding, or counterclaim, whether at law or in equity, brought by either Client or AQUALIS.

**15. SURVIVAL OF PROVISIONS.** The expiration or termination of this Agreement or any Work Order shall not affect the provisions, and the rights and obligations set forth therein, which either (i) by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination, or (ii) must survive to give effect to the provisions.

**16. COUNTERPARTS.** This Agreement and any Work Orders may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement and any Work Orders may be executed by one or more parties using an electronic signature, which the parties agree shall be binding for all purposes and shall constitute an original signature.

**17. NON-WAIVER.** If either party fails to give notice or enforce any right under this Agreement, or any Work Order, the failure shall not constitute a waiver of the right, unless the parties reduce the waiver to writing and the waiving party signs the writing. If a party waives its right in writing, the waiver shall not constitute a waiver of any other right or of a subsequent violation of the same right.

**18. EXCUSE OF PERFORMANCE.** No liability for breach of this Agreement will result from a reasonable delay in performance or nonperformance caused by circumstances beyond the reasonable control of the party failing to perform or whose performance is delayed including, but not limited to, war, governmental regulations or control, insurrection, pandemics, riot, fire, explosion, flood, sabotage, inability to obtain any material or Work, acts of God, or any other cause beyond the reasonable control of the party failing to perform or whose performance is delayed.

**19. AUTHORITY; NO THIRD PARTY BENEFICIARIES.** The parties each represent that the individuals executing this Agreement have the authority to bind the entities on behalf of which they sign. The rights and remedies of each party are cumulative and not exclusive of any rights and remedies which that party would otherwise have at law or in equity. No third party beneficiaries are created by this Agreement or Work Order, except for the Indemnified Parties. To the extent allowed by law; if any provision of this Agreement or Work Order is determined by law to be unenforceable, the remainder may be enforced.

**20. ENTIRE AGREEMENT.** This Agreement (including all Work Orders) contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement (including all Work Orders) alone sets forth the terms on which the parties have mutually agreed.

{Signatures on following page(s)}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

NEW RESTORATION AND RECOVERY SERVICES, LLC  
D/B/A AQUALIS

By: \_\_\_\_\_  
Name: Richard Matero  
Title: Chief Executive Officer

CLIENT  
PFM Group

By: \_\_\_\_\_  
Name:  
Title:

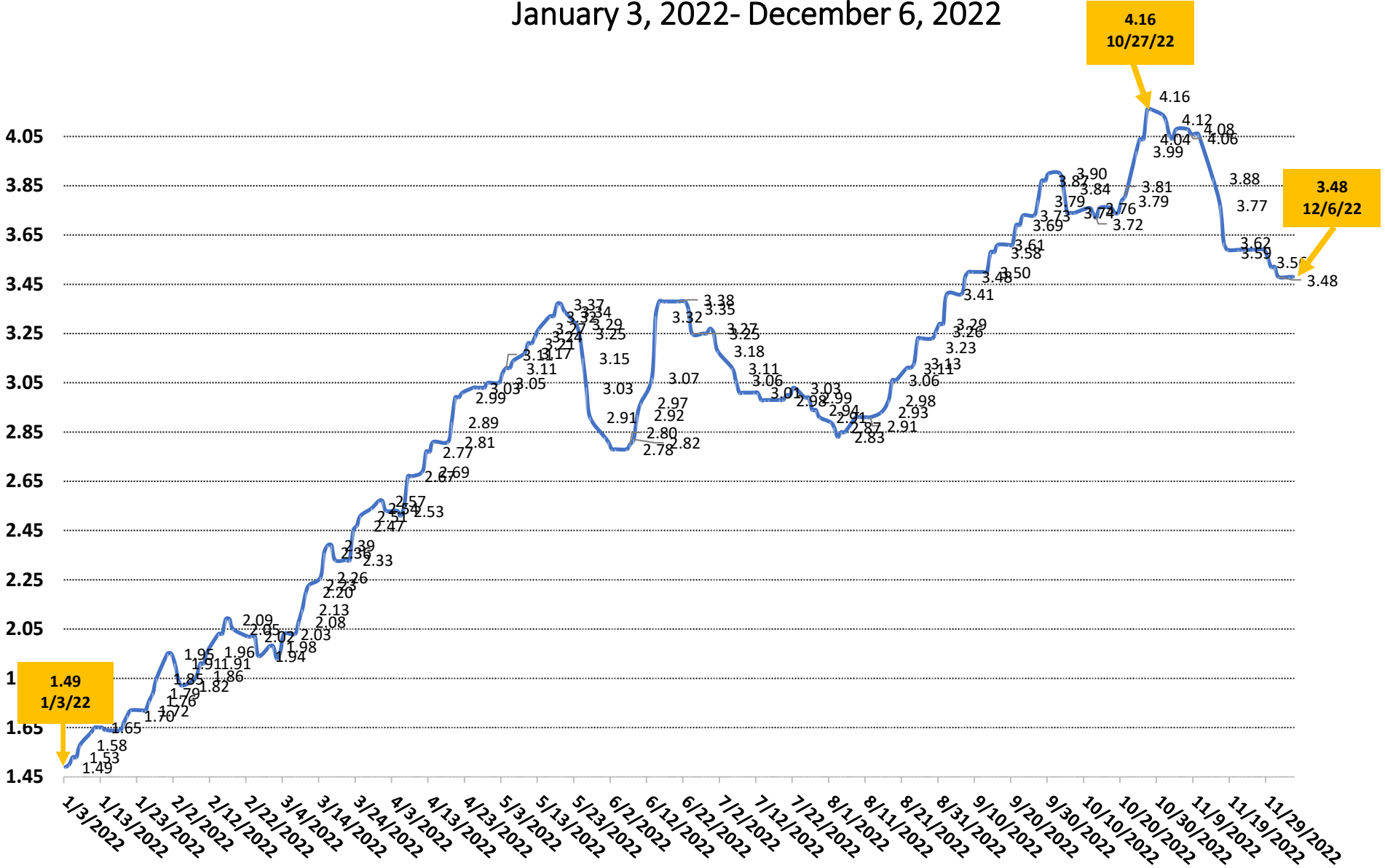
Client Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

MBS Capital Markets Update

# 30-YEAR MMD

January 3, 2022- December 6, 2022



## Jorge Orsini

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**From:** Vivian Carvalho  
**Sent:** Thursday, December 8, 2022 12:26 PM  
**To:** Rhonda Mossing  
**Cc:** Ed Bulleit; Kendall Bulleit; Jorge Orsini; Venessa Ripoll  
**Subject:** RE: Blackburn Creek CDD  
**Attachments:** MMD 1.3.22 thru 12.6.22.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Rhonda- Thank you for the update.

In copying – Jorge when we revise the Agenda on Monday, please include the below email and the attached document as an item for the Board’s review.

Thanks,

Vivian Carvalho  
District Manager

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PFM Group Consulting, LLC  
[Carvalhov@pfm.com](mailto:Carvalhov@pfm.com) | **Phone** 407-723-5900 | **Fax** 407-723-5901 | **Web** pfm.com  
3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817



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**From:** Rhonda Mossing <rhonda.mossing@mbscapitalmarkets.com>  
**Sent:** Thursday, December 8, 2022 10:35 AM  
**To:** Vivian Carvalho <carvalhov@pfm.com>  
**Cc:** Ed Bulleit <ebulleit@mbscapitalmarkets.com>; Kendall Bulleit <kbulleit@mbscapitalmarkets.com>  
**Subject:** Blackburn Creek CDD

**ALERT:** This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

Good morning Vivian. Hope you’re doing well. I wanted to give you an update on the refunding bonds for your Board Meeting on 12/14. We continue to monitor the market and while it has improved, see attached mmd chart, it hasn’t improved enough to make a refunding of the District’s bonds economical. We’re all looking forward to improvements in 2023. We will continue to monitor and keep you posted. In the interim, wishing you and the Board and Staff Happy Holidays.

Best Regards,

#

Ukqg# r qj#

#



**MBS CAPITAL MARKETS, LLC**

Managing Partner

1005 Bradford Way

Kingston, TN 37763

P: (865) 717-0303

F: (865) 717-0505

C: (865) 603-5097

E: [rhonda.mossing@mbscapitalmarkets.com](mailto:rhonda.mossing@mbscapitalmarkets.com)

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Member: FINRA & SIPC

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Capital Projects Turnover  
and Completion Status



**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Payment Authorizations  
188 – 189

# BLACKBURN CREEK COMMUNITY DEVELOPMENT DISTRICT

## Payment Authorization 188-189

PA #	Description	Amount	Total
188	PFM Group Consulting	\$ 2,750.00	
		\$ 6.02	
	VGlobalTech	\$ 135.00	
			\$2,891.02
189	CA Florida Holdings	\$ 211.75	
	PFM Group Consulting	\$ 2,750.00	
	<b>Supervisor Fees - 12/14/22 Meeting</b>		
	David Trast	\$ 200.00	
	Phil Davis	\$ 200.00	
	Kirk Fegley	\$ 200.00	
	Kevin Johnson	\$ 200.00	
	Jerald Dell	\$ 200.00	
	US Bank	\$ 4,611.75	
			\$8,573.50
		<b>Total</b>	<b>\$11,464.52</b>

**BLACKBURN CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 188**

12/1/2022

Item No.	Payee	Invoice No.	GF
<b>1</b>	<b>PFM Group Consulting</b>		
	District Mgmt Fees - Nov 2022	DM-11-2022-04	\$ 2,750.00
	Postage Fees - Oct 2022	OE-EXP-11-2022-04	\$ 6.02
<b>2</b>	<b>VGlobalTech</b>		
	Website Maintenance - Nov 2022	4461	\$ 135.00
<b>SUBTOTAL</b>			<b>\$ 2,891.02</b>
<b>TOTAL</b>			<b><u>\$ 2,891.02</u></b>

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

**BLACKBURN CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 189**

12/16/2022

Item No.	Payee	Invoice No.	GF
<b>1</b>	<b>CA Florida Holdings</b> Blackburn Creek - 11/9/2022	5095222	\$ 211.75
<b>2</b>	<b>PFM Group Consulting</b> District Mgmt Fees - Dec 2022	DM-12-2022-04	\$ 2,750.00
<b>3</b>	<b>Supervisor Fees - 12/14/2022 Meeting</b>		
	David Trast	2022.12.14	\$ 200.00
	Phil Davis	2022.12.14	200.00
	Kirk Fegley	2022.12.14	200.00
	Kevin Johnson	2022.12.14	200.00
	Jerald Dell	2022.12.14	200.00
<b>4</b>	<b>US Bank</b> Administration Fees 11/1/22-10/31/23	6740219	\$ 4,611.75
<b>SUBTOTAL</b>			<b>\$ 8,573.50</b>
<b>TOTAL</b>			<b><u>\$ 8,573.50</u></b>

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

**BLACKBURN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

District Financial Statements

**Blackburn Creek CDD**  
Statement of Financial Position  
As of 11/30/2022

	General Fund	Debt Service Fund 2013 & 2019*	Debt Service Fund - 2015	Debt Service Fund - 2018	Capital Projects Fund - 2013 & 2019*	Capital Projects Fund - 2015	Capital Projects Fund - 2018	Long Term Debt Group	Total
<b>Assets</b>									
<b>Current Assets</b>									
General Checking Account	\$220,560.23								\$220,560.23
Money Market Account	68,883.68								68,883.68
Assessments Receivable	87,090.22								87,090.22
3 MO CD	35,916.80								35,916.80
Assessments Receivable		\$358,147.19							358,147.19
Due From Other Funds		64,386.56							64,386.56
Debt Service Reserve 2013A Bond		170,975.00							170,975.00
Debt Service Reserve 2019A Bond		91,809.05							91,809.05
Revenue 2013A Bond		177,551.62							177,551.62
Revenue 2019A Bond		76,685.02							76,685.02
Prepayment 2013A Bond		527.87							527.87
Sinking Fund 2013A Bond		0.09							0.09
Sinking Fund 2019A1 Bond		0.02							0.02
Sinking Fund 2019A2 Bond		0.01							0.01
Prepayment 2019A1 Bond		2,237.48							2,237.48
Prepayment 2019A2 Bond		389.59							389.59
Assessments Receivable			\$215,724.54						215,724.54
Due From Other Funds			44,298.05						44,298.05
Debt Service Reserve 2015A1 Bond			228,000.00						228,000.00
Debt Service Reserve 2015A2 Bond			82,343.75						82,343.75
Revenue 2015A Bond			174,273.62						174,273.62
Prepayment 2015A1 Bond			2,117.04						2,117.04
Prepayment 2015A2 Bond			3,416.80						3,416.80
Sinking Fund 2015A1 Bond			0.02						0.02
Sinking Fund 2015A2 Bond			0.01						0.01
Revenue 2018A Bond				\$274,261.75					274,261.75
Sinking Fund 2018A1 Fund				0.06					0.06
Prepayment 2018A1 Bond				17,154.21					17,154.21
Debt Service Reserve 2018A1 Bond				242,731.75					242,731.75
Sinking Fund 2018A2 Bond				0.01					0.01
Prepayment 2018A2 Bond				11,624.53					11,624.53
Due from Other Funds				67,647.85					67,647.85
Assessments Receivable				410,110.87					410,110.87
Acquisition/Construction 2019A Bond					\$156,161.69				156,161.69
Total Current Assets	\$412,450.93	\$942,709.50	\$750,173.83	\$1,023,531.03	\$156,161.69	\$0.00	\$0.00	\$0.00	\$3,285,026.98
<b>Investments</b>									
Amount Available in Debt Service Funds								\$1,556,099.30	\$1,556,099.30
Amount To Be Provided								21,162,900.70	21,162,900.70
Total Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,719,000.00	\$22,719,000.00
<b>Total Assets</b>	<b>\$412,450.93</b>	<b>\$942,709.50</b>	<b>\$750,173.83</b>	<b>\$1,023,531.03</b>	<b>\$156,161.69</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$22,719,000.00</b>	<b>\$26,004,026.98</b>

**Blackburn Creek CDD**  
Statement of Financial Position  
As of 11/30/2022

	General Fund	Debt Service Fund 2013 & 2019*	Debt Service Fund - 2015	Debt Service Fund - 2018	Capital Projects Fund - 2013 & 2019*	Capital Projects Fund - 2015	Capital Projects Fund - 2018	Long Term Debt Group	Total
<b><u>Liabilities and Net Assets</u></b>									
<b><u>Current Liabilities</u></b>									
Accounts Payable	\$2,891.02								\$2,891.02
Due To Other Funds	176,332.46								176,332.46
Deferred Revenue	87,090.22								87,090.22
Deferred Revenue		\$358,147.19							358,147.19
Deferred Revenue			\$215,724.54						215,724.54
Deferred Revenue				\$410,110.87					410,110.87
Total Current Liabilities	\$266,313.70	\$358,147.19	\$215,724.54	\$410,110.87	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250,296.30
<b><u>Long Term Liabilities</u></b>									
Revenue Bonds Payable - Long-Term								\$22,719,000.00	\$22,719,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,719,000.00	\$22,719,000.00
<b>Total Liabilities</b>	<b>\$266,313.70</b>	<b>\$358,147.19</b>	<b>\$215,724.54</b>	<b>\$410,110.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$22,719,000.00</b>	<b>\$23,969,296.30</b>
<b><u>Net Assets</u></b>									
Net Assets, Unrestricted	(\$2,698.24)								(\$2,698.24)
Current Year Net Assets, Unrestricted	418.73								418.73
Net Assets - General Government	145,082.35								145,082.35
Current Year Net Assets - General Government	3,334.39								3,334.39
Net Assets, Unrestricted		\$685,938.30							685,938.30
Current Year Net Assets, Unrestricted		(101,375.99)							(101,375.99)
Net Assets, Unrestricted			\$564,456.28						564,456.28
Current Year Net Assets, Unrestricted			(30,006.99)						(30,006.99)
Net Assets, Unrestricted				\$771,582.40					771,582.40
Current Year Net Assets, Unrestricted				(158,162.24)					(158,162.24)
Net Assets, Unrestricted					\$357,349.10				357,349.10
Current Year Net Assets, Unrestricted					(201,187.41)				(201,187.41)
<b>Total Net Assets</b>	<b>\$146,137.23</b>	<b>\$584,562.31</b>	<b>\$534,449.29</b>	<b>\$613,420.16</b>	<b>\$156,161.69</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,034,730.68</b>
<b>Total Liabilities and Net Assets</b>	<b>\$412,450.93</b>	<b>\$942,709.50</b>	<b>\$750,173.83</b>	<b>\$1,023,531.03</b>	<b>\$156,161.69</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$22,719,000.00</b>	<b>\$26,004,026.98</b>

**Blackburn Creek CDD**  
**Statement of Activities**  
As of 11/30/2022

	General Fund	Debt Service Fund 2013 & 2019*	Debt Service Fund - 2015	Debt Service Fund - 2018	Capital Projects Fund 2013 & 2019*	Capital Projects Fund - 2015	Capital Projects Fund - 2018	Total
<b>Revenues</b>								
On-Roll Assessments	\$33,390.05							\$33,390.05
Off-Roll Assessments	6,065.91							6,065.91
Other Revenue	418.73							418.73
On-Roll Assessments		\$132,472.29						132,472.29
Off-Roll Assessments		41,366.30						41,366.30
On-Roll Assessments			\$91,141.14					91,141.14
Off-Roll Assessments			6,243.21					6,243.21
On-Roll Assessments				\$139,182.24				139,182.24
Off-Roll Assessments				50,516.44				50,516.44
Other Assessments				22,454.58				22,454.58
<b>Total Revenues</b>	<b>\$39,874.69</b>	<b>\$173,838.59</b>	<b>\$97,384.35</b>	<b>\$212,153.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$523,250.89</b>
<b>Expenses</b>								
Supervisor Fees	\$2,000.00							\$2,000.00
Public Officials' Insurance	2,830.00							2,830.00
Trustee Services	5,220.80							5,220.80
Management	5,500.00							5,500.00
Assessment Administration	15,000.00							15,000.00
Reamortization Schedules	750.00							750.00
Postage & Shipping	6.02							6.02
Legal Advertising	156.75							156.75
Miscellaneous	125.00							125.00
Web Site Maintenance	270.00							270.00
Dues, Licenses, and Fees	175.00							175.00
General Insurance	4,088.00							4,088.00
Principal Payment - 2013A1, 2019A1		\$30,000.00						30,000.00
Interest Payments - 2013A1, 2019A1		207,380.00						207,380.00
Interest Payments - 2019A2		38,780.00						38,780.00
Principal Payments - 2015A2 bond			\$10,000.00					10,000.00
Interest Payments - 2015A1 bond			86,925.00					86,925.00
Interest Payments - 2015A2 bond			30,468.75					30,468.75
Principal Payment - 2018A1 Bond				\$60,000.00				60,000.00
Principal Payment - 2018A2 Bond				5,000.00				5,000.00
Interest Payment - 2018A1 Bond				257,466.50				257,466.50
Interest Payment - 2018A2 Bond				47,849.00				47,849.00
Engineering					\$201,188.90			201,188.90
Capital Expenditures						\$138,537.31		138,537.31
Capital Expenditures							\$143,304.18	143,304.18
<b>Total Expenses</b>	<b>\$36,121.57</b>	<b>\$276,160.00</b>	<b>\$127,393.75</b>	<b>\$370,315.50</b>	<b>\$201,188.90</b>	<b>\$138,537.31</b>	<b>\$143,304.18</b>	<b>\$1,293,021.21</b>
<b>Other Revenues (Expenses) &amp; Gains (Losses)</b>								
Interest Income		\$945.42						\$945.42
Interest Income			\$2.41					2.41
Interest Income					\$1.49			1.49
Interest Income						\$0.59		0.59
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$0.00</b>	<b>\$945.42</b>	<b>\$2.41</b>	<b>\$0.00</b>	<b>\$1.49</b>	<b>\$0.59</b>	<b>\$0.00</b>	<b>\$949.91</b>
<b>Change In Net Assets</b>	<b>\$3,753.12</b>	<b>(\$101,375.99)</b>	<b>(\$30,006.99)</b>	<b>(\$158,162.24)</b>	<b>(\$201,187.41)</b>	<b>(\$138,536.72)</b>	<b>(\$143,304.18)</b>	<b>(\$768,820.41)</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$142,384.11</b>	<b>\$685,938.30</b>	<b>\$564,456.28</b>	<b>\$771,582.40</b>	<b>\$357,349.10</b>	<b>\$138,536.72</b>	<b>\$143,304.18</b>	<b>\$2,521,710.19</b>
<b>Net Assets At End Of Year</b>	<b>\$146,137.23</b>	<b>\$584,562.31</b>	<b>\$534,449.29</b>	<b>\$613,420.16</b>	<b>\$156,161.69</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,752,889.78</b>

\*For the purpose of fitting the financials onto one sheet across, Series 2013 & 2019 have been combined into one column.



**Blackburn Creek CDD**  
 Budget to Actual  
 For the Month Ending 11/30/2022

	Year To Date			FY 2023 Adoptedd Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
On-Roll Assessments	\$33,390.05	\$24,125.84	\$9,264.21	\$144,755.00
Off-Roll Assessments	6,065.91	-	6,065.91	-
Other Revenue	418.73	-	418.73	
Carry Forward Revenue	176,544.38	17,131.18	159,413.20	102,787.07
<b>Net Revenues</b>	<b><u>\$216,419.07</u></b>	<b><u>\$41,257.02</u></b>	<b><u>\$175,162.05</u></b>	<b><u>\$247,542.07</u></b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$2,000.00	\$2,000.00	\$0.00	\$12,000.00
Public Officials' Insurance	2,830.00	500.00	2,330.00	3,000.00
Trustee Services	5,220.80	2,666.66	2,554.14	16,000.00
Management	5,500.00	5,500.00	-	33,000.00
Engineering	-	1,666.66	(1,666.66)	10,000.00
Dissemination Agent	-	2,500.00	(2,500.00)	15,000.00
District Counsel	-	3,333.34	(3,333.34)	20,000.00
Assessment Administration	15,000.00	2,500.00	12,500.00	15,000.00
Reamortization Schedules	750.00	166.66	583.34	1,000.00
Audit	-	916.66	(916.66)	5,500.00
Arbitrage Calculation	-	166.66	(166.66)	1,000.00
Postage & Shipping	6.02	75.00	(68.98)	450.00
Legal Advertising	156.75	583.34	(426.59)	3,500.00
Bank Fees	-	41.66	(41.66)	250.00
Miscellaneous	125.00	33.40	91.60	200.00
Office Supplies	-	41.66	(41.66)	250.00
Web Site Maintenance	270.00	470.00	(200.00)	2,820.00
Dues, Licenses, and Fees	175.00	29.16	145.84	175.00
Stormwater Management	-	11,925.90	(11,925.90)	71,555.45
General Insurance	4,088.00	716.66	3,371.34	4,300.00
General Repair & Maintenance	-	312.50	(312.50)	1,875.00
Hardscape Maintenance	-	5,111.10	(5,111.10)	30,666.62
<b>Total General &amp; Administrative Expenses</b>	<b><u>\$36,121.57</u></b>	<b><u>\$41,257.02</u></b>	<b><u>\$(5,135.45)</u></b>	<b><u>\$247,542.07</u></b>
<b>Total Expenses</b>	<b><u>\$36,121.57</u></b>	<b><u>\$41,257.02</u></b>	<b><u>\$(5,135.45)</u></b>	<b><u>\$247,542.07</u></b>
<b>Net Income (Loss)</b>	<b><u>\$180,297.50</u></b>	<b><u>\$ -</u></b>	<b><u>\$180,297.50</u></b>	<b><u>\$ -</u></b>