

# **TWIN CREEKS NORTH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 16, 2022**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**Twin Creeks North Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

May 9, 2022

Board of Supervisors  
Twin Creeks North Community Development District

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
---

Dear Board Members:

The Board of Supervisors of the Twin Creeks North Community Development District will hold a Regular Meeting on May 16, 2022 at 11:30 a.m., at the Home2 Suites by Hilton St. Augustine I-95, 270 Outlet Mall Blvd, St. Augustine, Florida 32084. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Proposals for Landscape Maintenance Services
  - A. RFP Package
  - B. Affidavit/Proof of Publication
  - C. Respondents
    - I. Down To Earth Landscape & Irrigation
    - II. The Tree Amigos
  - D. Ranking
  - E. Authorization to Engage Respondent
4. Acceptance of Resignation of Supervisor Robert S. Jordan, Seat 2 (*Term Expires November 2022*)
5. Consider Appointment to Fill Unexpired Term of Seat 2
  - A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)
    - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - II. Membership, Obligations and Responsibilities
    - III. Financial Disclosure Forms

- a. Form 1: Statement of Financial Interests
      - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - c. Form 1F: Final Statement of Financial Interests
    - IV. Form 8B – Memorandum of Voting Conflict
  - B. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date
6. Discussion: Stormwater Management Needs Analysis Reporting Requirements
    - A. Ratification of Prosser, Inc., Proposal to Provide Stormwater Management Needs Analysis Report
    - B. Consideration of First Amendment to Agreement for Professional Engineering Services
  7. Consideration of Resolution 2022-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that the St. Johns County Supervisor of Elections Begin Conducting the District’s General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
  8. Consideration of Resolution 2022-03, Designating a Date, Time, and Location for Landowners’ Meeting of the District, and Providing for an Effective Date [Seat 4]
  9. Consideration of Resolution 2022-04, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
  10. Discussion: Replacement for Field Operations Liaison
  11. Acceptance of Unaudited Financial Statements as of March 31, 2022
  12. Approval of September 7, 2021 Public Hearings and Regular Meeting Minutes
  13. Staff Reports
    - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
    - B. District Engineer: *Prosser, Inc.*
    - C. Field Operations Liaison

D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 24, 2022 at 1:00 P.M.
- QUORUM CHECK

John Kinsey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Vacant	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Bryan Kinsey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Zenzi Rogers	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Jared Bouskila	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,



Daniel Rom  
District Manager

**FOR BOARD AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT CODE: 528 064 2804**

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**LANDSCAPE MAINTENANCE SERVICES FOR  
TWIN CREEKS NORTH CDD  
ST. JOHNS COUNTY, FLORIDA**

**Request for Proposal (RFP) NO. TCN-LMS-2022**

**Issue Date: March 2, 2022**

**District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Rd. Ste. 410 W.  
Boca Raton, Fl. 33431**

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS**

**LANDSCAPE MAINTENANCE SERVICES (TCN-LMS-2022)**

**TABLE OF CONTENTS**

COPY OF NOTICE

INSTRUCTIONS TO PROPOSERS

EVALUATION CRITERIA

BASIC ORGANIZATION INFORMATION FORM

PRICING FORM

NON-COLLUSION AFFIDAVIT

ACKNOWLEDGEMENT OF RECEIPT AND PROPOSAL SIGNATURE FORM

CONTRACT FORM

EXHIBIT A – LIST OF CONTRACT DOCUMENTS

EXHIBIT B – WORK AUTHORIZATION FORM

EXHIBIT C – GENERAL RELEASE

EXHIBIT D – ADDENDA, AS APPLICABLE

EXHIBIT E – SCOPE OF SERVICES, QUALIFICATIONS & LICENSES

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS**

**LANDSCAPE MAINTENANCE SERVICES  
St. Johns County, Florida**

Notice is hereby given that the Twin Creeks North Community Development District, “The District”, is requesting proposals for the Landscape Maintenance Services, **NO. TCN-LMS-2022**

**Proposal Documents Availability:** The Request for Proposals will be available on **March 2, 2022, beginning at 10:00 a.m. (EST)**. Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com), to receive a copy of the Proposal documents.

**Mandatory Pre-Proposal Site Meeting:** There will be a Mandatory Pre-Proposal meeting on **March 10, 2022 at 9:00 a.m. (EST)**, held at the **Beachwalk Clubhouse: 100 Beachwalk Club Dr., St Johns, FL 32259**. Companies who do not attend this Mandatory meeting will have their bids disqualified from consideration by the Board.

**Proposal Due Date:** Companies desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than **April 7, 2022 at 10:00 a.m. (EST)** at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Twin Creeks North Community Development District – Landscape Maintenance Services) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

**Consideration of Proposals:** The Board of Supervisors will consider and rank all proposals at the **Tuesday, April 26, 2022**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **12:15 p.m. (EST)**, at the **Home2 Suites by Hilton, 270 Outlet Mall Blvd., St. Augustine, FL 32084**. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

**Twin Creeks North Community Development District**  
District Manager



**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL NO. TCN-LMS-2022  
LANDSCAPE MAINTENANCE SERVICES**

**INSTRUCTIONS TO PROPOSING COMPANIES**

1. **Proposal Documents Availability:** The Request for Proposals will be available on **March 2, 2022, beginning at 10:00 a.m. (EST)**. Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com), to receive a copy of the Proposal documents.  
**Mandatory Pre-Proposal Site Meeting:** There will be a Mandatory Pre-Proposal meeting on **March 10, 2022 at 9:00 a.m. (EST)**, held at the **Beachwalk Clubhouse: 100 Beachwalk Club Dr., St Johns, FL 32259**. Companies who do not attend this Mandatory meeting will have their bids disqualified from consideration by the Board.
2. **Proposal Due Date:** Companies desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than **April 7, 2022 at 10:00 a.m. (EST)** at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attention: Daphne Gillyard.
3. **Basis of Award/Right to Reward, Reject or Disqualify Proposals:** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate. Companies shall be disqualified, and their proposals rejected, if District has reason to believe that collusion may exist among the other proposing companies, or if the proposing company has defaulted on any previous contract, or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.
4. **Interpretations, clarifications and Addenda:** All questions are to be directed via email to Pat Coomer at [pat@TCDevelopment.net](mailto:pat@TCDevelopment.net) with a further copy to Daniel Rom at [romd@whhassociates.com](mailto:romd@whhassociates.com) and Sue Delegal at [sdelegal@bclmr.com](mailto:sdelegal@bclmr.com). The final date and time the District will accept questions, or requests for interpretations and clarifications, will be **March 24, 2022 at 12:00 p.m. (EST)**.
5. **Protesting of the Bid Process:** Any protest regarding the proposal documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing, within seventy-two (72) hours after the receipt of the proposed project plans, specifications and other contract documents. The formal protest setting forth with particularity the facts and law upon which the protests 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.
6. **Presentation and Consideration of Proposals:** The Board of Supervisors will consider and rank all proposals at the **April 26, 2022**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **12:15 p.m.**, at the **Home2 Suites by Hilton, 270 Outlet Mall Blvd., St. Augustine, FL 32084**. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents. The District reserves the right to reject any and all proposals, with or without

- cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.
7. **Contract Award:** Within fourteen (14) days of receipt of the Notice of Award, the proposing company that was ranked number 1, shall enter into and execute a contract with the District, using the District's governmental form of agreement.
  8. **Modification and Withdrawal:** Proposals may be modified and 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. No proposal may be withdrawn after opening for a period of sixty (60) days.
  9. **Proposal Form:** All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement Form). In making its proposal, the proposing company represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
  10. **Signature on Proposal:** In addition to executing all forms, affidavits, and acknowledgements for which signature and notary blocks are provided, the proposing company must correctly sign the Acknowledgement of Receipt and Proposal Signature Form. 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 management company 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.
  11. **Proposal Guarantee:** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier's check in the amount of Twenty Five Thousand Dollars (\$25,000) with its Proposal ("**Proposal Guarantee**"). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.
  12. **Familiarity with laws:** The proposing company is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposing company will in no way relieve the proposing company from responsibility.
  13. **Qualifications of Proposing company:** The contract, if awarded, will only be awarded to a responsible proposing company who is qualified by experience to do the work specified herein. The proposing company shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.
  14. **Insurance:** All proposing companies shall include as part of their proposal a current Certificate of Insurance detailing the company's insurance coverage; a sample certificate is included as an attachment to the Basic Organization Form. In the event the Proposing company is notified of award, it shall provide proof of Insurance Coverage, as stated in the

Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proper proof of insurance coverage shall constitute a default. The District shall be named as an additional insured per the insurance requirements contained in the Agreement.

15. **Indemnification:** The successful proposing company shall fully indemnify and hold harmless the District, the District Board, Staff and Representatives, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
16. **Limitation of Liability:** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
17. **All proposals shall include the following information in addition to any other requirements of the proposal documents:**
  - A narrative description of the Proposing company's approach to providing the services as described in the scope of services, provided herein (limited to 5 pages).
  - A Pricing Form for Landscape Maintenance Services delivered to the Twin Creeks North Community Development District is attached and should be completed by the Proposing company.
  - Proposing company's Organizational Chart List position or title and corporate responsibilities of key management or supervisory personnel. Include the certifications for each person listed; list years of experience in present position for each party listed and years of related experience.
  - Financial statements for 2019, 2018 and 2017
  - A list and description of contracts undertaken for each of the last three (3) years for projects of similar size and scope to Twin Creeks North CDD, including the scope of services provided, the name and location of the project and a contact name and phone number.
  - A listing of the total annual dollar value of work, as described immediately above, completed for each of the last three (3) years.
  - List all other contracts related to the provision of services by the Proposing company in which the company is presently engaged.
  - A list of all Community Development Districts served, including the size and dollar amount of the annual contracts with each District.
  - Three references, including the name, address and phone number of a contact person, from projects of similar size and scope. The references may, but are not required to, overlap with projects or contracts as listed above.
  - Current certificates of insurance.
  - A list of any and all lawsuits that the Proposing company is or has been a party to in the past five (5) years.
  - A list of any and all licensure disciplinary actions the Proposing company or its employees is or has been a party to in the past five (5) years.
  - Completed copies of all other forms included within the proposal documents.

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL NO. TCN-LMS-2022  
LANDSCAPE MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

**Experience: (30 points)**

- Current and past record and experience of the respondent, company and personnel.
- Volume of work previously awarded to the group.
- Past performance for the district in other contracts including character, integrity, reputation of respondent, etc.
- Substantial previous experience in the maintenance of large Bermuda sod communities.

**Personnel: (20 points)**

- Geographic location of firm's headquarters or office in relation to the project.
- Adequacy and capabilities of key personnel, including the project manager and field supervisor.
- Present ability to manage this project.
- Evaluation of uncompleted workload.
- Proposed staffing levels, which must include full-time crew assigned solely to the project.
- Contractor Operations Manager holds a college degree in horticulture or related field with a minimum of five (5) years industry experience.
- Contractor and all subcontractors will provide continuous qualified supervision by a supervisor with appropriate horticultural experience and training.

**Price: (30 points)**

- 30 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the initial three (3)-year term of the contract. All other proposals will receive a lower point allocation, based upon the reasonableness of the proposed price. Proposer shall submit pricing for Year One, Year Two and Year 3, individually.

**Financial Capability: (10 points)**

- Demonstration of financial resources and stability as a business entity, necessary to complete the services required.

**Understanding of Scope of Work: (10 points)**

- The proposal demonstrates an understanding of the district's needs for the services requested.

**Twin Creeks North COMMUNITY DEVELOPMENT DISTRICT  
RFP No. (TCN-LMS-2022) For Landscape Maintenance Services**

**SUPERVISOR EVALUATION/RANKING SHEET**

<b>RESPONDENT</b>	<b>EVALUATION CRITERIA</b>					
	<b>EXPERIENCE</b>	<b>PERSONNEL</b>	<b>PRICE</b>	<b>FINANCIAL CAPABILITY</b>	<b>UNDERSTANDING SCOPE OF WORK</b>	<b>TOTAL POINTS</b>
	<b>30 POINTS</b>	<b>20 POINTS</b>	<b>30 POINTS</b>	<b>10 POINTS</b>	<b>10 POINTS</b>	<b>100 POINTS</b>
						<b>Total Points Given</b>
<b>Respondent Name-</b>						
<b>Respondent Name-</b>						
<b>Respondent Name-</b>						
<b>Respondent Name-</b>						
<b>Respondent Name-</b>						
<b>NOTES:</b>						
Completed by: _____ Date: _____						
Supervisor's Name/Signature						

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL NO. TCN-LMS-2022  
LANDSCAPE MAINTENANCE SERVICES**

**BASIC ORGANIZATION INFORMATION**

Date Submitted \_\_\_\_\_, 2022

1. Proposer \_\_\_\_\_

[Company Name]

| | An Individual

| | A LLC

| | A LLP

| | A Partnership

| | A Corporation

| | A S. Corporation

2. Proposer's Company Address:

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

3. Parent Company Name (if applicable) \_\_\_\_\_

4. Parent Company Address (if different)

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

5. List the location of the Proposer's office which would perform work.

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

6. If the proposer is a corporation, is it incorporated in the State of Florida?

yes ( ) (Proceed to Question 6.1) no ( ) (Proceed to Question 6.2)

6.1. If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporations? yes ( ) no ( )

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2. If no, provide the following:

The state in which Proposer is incorporated: \_\_\_\_\_

Is the company in good standing with that state? yes ( ) no ( )

If no, please explain \_\_\_\_\_

\_\_\_\_\_



---

Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

Is the applicant registered with the State of Florida? yes ( ) no ( )

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or limited liability company, is it organized in the State of Florida?

Yes ( ) (Proceed to Question 7.1) No ( ) (Proceed to Question 7.2)

- 7.1. If yes, is the Proposer registered with the Florida Department of State, Division of Corporations? yes ( ) no ( )

If no, please explain \_\_\_\_\_

---

---

---

Is the Proposer in good standing with the State of Florida? yes ( ) no ( )

If no, please explain \_\_\_\_\_

---

---

---

Date Proposer was organized: \_\_\_\_\_

7.2. If no, provide the following:

The state in which Proposer is organized: \_\_\_\_\_

Is the Proposer in good standing with that state? yes ( ) no ( )

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Proposer was organized: \_\_\_\_\_

Is the Proposer registered as a foreign partnership or limited liability company with the State of Florida? yes ( ) no ( )

If no, please explain \_\_\_\_\_

8. Does Proposer hold any registrations or licenses with the State of Florida applicable to the contract?

yes ( ) no ( )

- 8.1. If yes, provide the following information and attach one (1) photocopy of each listed license (attach additional sheets if necessary):

Type of registration \_\_\_\_\_

License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Qualifying Individual \_\_\_\_\_ Title \_\_\_\_\_

List company(s) currently qualified under this license \_\_\_\_\_

\_\_\_\_\_

- 8.2. Does the Proposer hold any registrations or licenses with St. Johns County applicable to the contract? yes ( ) no ( )

If yes, please list and provide a photocopy of each listed license or registration:

\_\_\_\_\_

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year.

(2020) \_\_\_\_\_, (2019) \_\_\_\_\_, (2018) \_\_\_\_\_

10. What is the Proposer's current insurance limits? (Provide a copy of applicant's Certificate of Insurance) An example of an insurance certificate is attached hereto as Exhibit A.

General Liability \$ \_\_\_\_\_

Automobile Liability \$ \_\_\_\_\_

Workers Compensation \$ \_\_\_\_\_

Expiration Date \$ \_\_\_\_\_

11. Has the proposer been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes ( ) no ( )

If yes, please describe each violation, fine, and resolution

---

---

---

- 11.1. What is the Proposer's current worker compensation rating?

---

- 11.2.1 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? yes ( ) no ( )

If yes, please describe each incident

---

---

---

The undersigned hereby authorize(s) and request(s) an person, firm or corporation to furnish any pertinent information requested by the Twin Creeks North Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing and general reputation of the applicant.

\_\_\_\_\_

Name of Proposer

By: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_

[Name and Title of Person Signing]

(Apply Corporate Seal, if filing as a corporation)

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, of the \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_

Signature of Notary taking acknowledgement

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL NO. TCN-LMS-2022  
LANDSCAPE MAINTENANCE SERVICES**

**PRICING FORM**

**Pricing Instructions:** This Pricing Form is intended to cover landscape and irrigation services delivered to Twin Creeks North Community Development District. A map of the District is attached, outlining the boundaries of the District and delineating the area of service for landscape and irrigation work to be performed according to the Landscape and Irrigation Maintenance Specifications. In order to determine accurate pricing for the landscape and irrigation services to be delivered to the Twin Creeks North Community Development District, Proposers should refer to the Landscape and Irrigation Maintenance Specifications which provides the detail regarding the work to be performed by the Proposer if awarded the Final Contract.

**Grand Total** (this “Grand Total” should be completed by the Proposer. The bid amount entered should correspond with the scope of services provided in the Landscape and Irrigation Maintenance Specifications for the Twin Creeks North Community Development District).

<b>SERVICE</b>	<b>Year 1 May. 1, 2022 – April 30, 2023</b>	<b>Year 2 May 1, 2023 – September 30, 2024</b>
Pond Bank Maintenance	\$	\$
Tree Care		
Other Landscape and Irrigation Maintenance	\$	\$
<b>Total Amount-Monthly</b>	<b>\$</b>	<b>\$</b>
<b>Total Amount-Annually</b>	<b>\$</b>	<b>\$</b>
<b>Mulch and Annuals Priced Separately, do not include in Totals Above</b>		
Mulch Install (Pine Bark, 1x at 24-month intervals	\$	\$
Annual Flowers (4 rotations per year)	\$	\$

<b>LABOR</b>		
# of Crew Members Weekly During Growing Season		#
# of Crew Members Weekly During non-growing season		#
# Irrigation Tech Labor Rate	As Needed/Requested	\$ _____ HR
<b>SOD / SEED REPLACEMENT</b>		
Bermuda – Sq. Ft.	As Needed/Requested	\$ _____ /Sq. Ft.
St. Augustine – Sq. Ft.	As Needed/Requested	\$ _____ /Sq. Ft.
Bahia – Sq. Ft.	As Needed/Requested	\$ _____ /Sq. Ft.
Winter Rye – Sq. Ft.	As Needed/Requested	\$ _____ /Sq. Ft.
Dead Sod Removal – Hr. Rate	As Needed/Requested	\$ _____ /Hr.
Sod Install – Hr. Rate	As Needed/Requested	\$ _____ /Hr.
Soil Test – Total Cost	As Needed/Requested	\$ _____
Aeration Sq. Ft.	As Needed/Requested	\$ _____ /Sq. Ft.

\*Mulch installation, application of winter rye, seed and annual rotations, if awarded, will be paid for at the time services are rendered. These are not part of the monthly price.

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSAL NO. TCN-LMS-2022  
LANDSCAPE MAINTENANCE SERVICES**

**AFFIDAVIT OF NON-COLLUSION**

State of \_\_\_\_\_

County of \_\_\_\_\_

I \_\_\_\_\_, do hereby certify that I have not, either directly or indirectly participated in collusion or proposal rigging. Affiant is a \_\_\_\_\_ in the firm of \_\_\_\_\_, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment. Dated this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature by authorized representative of Proposer



**AGREEMENT FOR  
LANDSCAPE MAINTENANCE SERVICES  
(Twin Creeks North CDD)**

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (the "Agreement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. John's County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, party of the first part (hereinafter "District"); and \_\_\_\_\_, a \_\_\_\_\_, whose business address is \_\_\_\_\_, party of the second part (hereinafter "Contractor").

WHEREAS, the District was established for the purpose of purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure, roadway and entranceway improvements, landscaping, and other improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for those certain lands, right-of-way, water management areas, and similar planting areas within the District areas, as more particularly identified for such areas within the jurisdictional boundaries of the District as more particularly described in the Twin Creeks North CDD Request for Proposal attached hereto and made a part hereof as Exhibit "A" (the "RFP/Scope of Services"), which RFP/Scope of Services is attached hereto and made a part hereof; and

WHEREAS, in accordance with the bidding process set forth in the RFP, on \_\_\_\_\_, 2022, the Contractor submitted its response to the RFP (the "Proposal"), which Proposal is attached hereto and made a part hereof as Exhibit "B" and which was considered by the District Board of Supervisors (the "Board") at its meeting of \_\_\_\_\_, 2022; and

WHEREAS, the District Board of Supervisors, at its meeting of \_\_\_\_\_, 2022, awarded the contract solicited under the RFP for the District landscape maintenance services to Contractor, providing that the Contractor shall provision such services to the District areas for the price(s) set forth herein; and

WHEREAS, Contractor represents that it is qualified to perform the RFP/Scope of Services and has agreed to furnish to the District such services set forth in the RFP/Scope of Services and this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

## **ARTICLE I. SCOPE OF WORK.**

1.0 Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

1.1 The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of the landscaping and landscaped areas of the Twin Creeks North Community Development District, together with all landscaping within the right of way of CR210 fronting on the CDD property, in accordance with this Agreement, inclusive of all exhibits or other contract documents specifically made a part of this Agreement.

1.2 Contract Exclusions. Intentionally omitted.

1.3 Applicable Laws, Rules and Ordinances. Contractor shall perform the work provided for herein in accordance with all applicable federal, state, and local laws, rules, and ordinances. Contractor shall obtain permits, where necessary or required by the local governing authority.

1.4 Other Contractors and Vendors. Nothing in this Agreement shall be construed to obligate the District to purchase irrigation, landscape or plant materials from Contractor or to require District to utilize Contractor to perform irrigation, landscape, mulch, and plant installation or trimming, as the case may be.

1.5 Licenses. Contractor shall maintain all applicable licenses, provide all materials, equipment and labor necessary to fulfill the terms of this Agreement, except as specifically excluded in the Proposal.

1.6 Role of District Manager or Designee.

1.6.1 District agrees that the District Manager and his or her designees shall be the liaisons with the community. Any comments from the residents shall be made to the liaisons, who will relay such comments to the Contractor.

1.6.2 The foreman for Contractor shall communicate with the District Manager or his or her designee on a regular basis for matters relating to the services to be provided pursuant to this Agreement. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding this Agreement.

1.7 Emergencies. Contractor agrees to respond to all emergencies within 24 hours and non-emergency matters within 48 hours. Contractor shall respond with either written (by email) or verbal acknowledgement of the situation or complaint and shall specify Contractor's plan of action. Any verbal complaints or emergencies shall be followed up or confirmed in writing (by email) by the District.

1.8 Contractor's Employees and Subcontractors. The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and the employees of any subcontractors and shall not employ on the jobsite an unfit person or anyone not skilled in the work assigned to him or her. No liquor, alcoholic beverages, or narcotics shall be allowed within the boundaries of the District. All labor described herein or indicated in the Proposal and the Scope of Services, shall be executed in a high quality, thorough substantial and workmanlike and by people skilled in the applicable trade. All employees of the Contractor and any subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. The Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of work included in this Agreement.

1.9 Natural Disasters. Upon request by the District Manager of the District, the CONTRACTOR SHALL PROVIDE A HURRICANE RESPONSE PLAN to the District within thirty (30) days of the request. Such Response Plan shall require the Contractor to contact the District within twenty-four (24) hours of a storm event to remove storm damage debris. Contractor is expected to be familiar with all FEMA, State and County rules and regulations pertaining to responding to hurricane or disaster events, required reimbursement documentation, and the rules and policies that must be followed to ensure reimbursement to District. Contractor will be responsible for proper documentation of all work including debris removal, meeting with the agencies and the filing of applications to ensure the District will comply and receive all available reimbursements for the cost of hurricane clean up or any other event or disaster that causes damage to or requires clean-up of District property. In the event that the District finds it necessary or appropriate to file a claim with FEMA or any other governmental entity, the Contractor shall participate in properly documenting all work accordingly, meeting with the agency (if required), and completing all the necessary applications (as instructed by the District) to assure that the District will comply and receive all available reimbursements for the cost of hurricane clean up or any other disaster event. In the event of a hurricane or storm event requiring Contractor to perform the services set forth in this section 1.9, Contractor shall perform such work under the pricing schedules to be determined, but which are (1) consistent with the pricing and any unit pricing contained within this Agreement, (2) consistent with industry standards for similar services in St. Johns County, Florida, and (3) in amounts that are fully reimbursable to the District by FEMA. Such pricing may be coordinated under the mutual agreement of the District Manager and the Contractor on an annual basis, prior to an expected storm event, or within the twenty-four (24) hour period that Contractor must respond to the storm event and perform the services described herein. CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE DISTRICT MAY BID THIS DEBRIS REMOVAL WORK SEPARATELY PURSUANT TO A COMPETITIVE BID PROCESS.

**ARTICLE II. COMPENSATION.**

2.0 The District shall pay the Contractor for the faithful performance of the Agreement in lawful money of the United States and subject to additions and deletions as provided herein, as set forth in the Proposal for the District areas, an annual contract amount, as work is performed and completed, in accordance with the table below (“Annual Contract Amount”), payable in equal monthly installments.

<b>Contract Year</b>	<b>Annual Contract Amount</b>
Year 1: May 1, 2022 – April 30, 2023	\$ _____
Year 2: May 1, 2023 – September 30, 2024	\$ _____

This does not include work furnished to the District that is not included in the Annual Contract Amount but is to be provided on an as needed and requested (by the District) basis as detailed in the RFP/Scope of Services and the Proposal.

2.1 At the end of each month, the Contractor shall submit invoices for work completed by Contractor pursuant to this Agreement. The District will not pay in advance for services to be performed. For example, for services performed in May, the Contractor shall mail its invoice to the District after May 31<sup>st</sup> (the last day of the month). Each monthly invoice shall include all services performed by Contractor for that month and such work shall be described in reasonably sufficient detail and itemized where possible. Each monthly invoice shall be sufficiently detailed in the opinion of the District Manager of the District and his or her designee(s) to describe or attach exhibits describing any and all work performed by the Contractor, and for any work performed on an as needed/as requested basis, include a breakdown of parts and equipment utilized, invoices and receipts.

2.2 Irrigation repairs shall be performed on a parts and labor basis at the hourly rate set forth in the Proposal and labor shall be billed in 6-minute increments of 0.1 each). For example, work that takes 24 minutes to complete shall be billed at 0.4 x the hourly rate. Irrigation parts and materials are reimbursable to Contractor upon presentation of sufficient detail justifying the expense (i.e. invoice identifying dates, location and descriptions of the repair or work along with quantities of parts and materials utilized).

2.3 All invoices are due and payable upon receipt. The Contractor shall receive payment from District for such properly submitted invoice within 21 days of the District’s receipt of the mailed invoice. Notwithstanding, the District shall comply with the requirements of Florida’s Prompt Payment Act.

2.4 Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager of the District or his or her designee. Extra Work, as later described, shall not exceed, when added to the amount to be paid under this Agreement, the statutory public bidding threshold for

maintenance contracts pursuant to Sections 190.033 and 287.017, Florida Statutes.

**ARTICLE III. TERM.**

3.0 The Contractor shall commence performance of the work set forth in the RFP/Scope of Services on May 1, 2022 and, unless otherwise terminated sooner, the term of the Agreement shall expire on September 30, 2024 (the “Initial Term”). Thereafter, this Agreement may be extended on an annual basis upon the mutual agreement of the parties under the terms and conditions existing at the end of the Initial Term.

**ARTICLE IV. TERMINATION.**

4.0 The District reserves the right to cancel or terminate this Agreement upon thirty (30) days written notice if (i) the District determines, in its sole discretion, that it is in the best interests of the District to terminate this Agreement for convenience; or (ii) if work is not performed in a satisfactory manner as determined in the sole and absolute discretion of the District. Notice of termination shall be in writing and delivered in accordance with Section 6.1 of this Agreement.

**ARTICLE V. CONTRACTOR'S ACCEPTANCE OF CONDITIONS.**

5.0 The Contractor has carefully examined the described common areas, right-of-way, water management areas, open space, and similar planting areas identified in Exhibit “A” and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions.

5.1 It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor.

5.2 Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**ARTICLE VI. NOTICES.**

6.1 All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

DISTRICT: Twin Creeks North Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Dennis E. Lyles, Esq.

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**ARTICLE VII. MISCELLANEOUS.**

**7.0 Protection of Property and the Public.**

7.0.1 The Contractor shall continually maintain adequate protection of all work and landscaping and hardscaping materials from damage and shall protect public and private property from injury or loss arising in connection with this Agreement. The Contractor shall make redress for any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and this Agreement. The Contractor shall take all necessary precautions for the safety of employees on the jobsite, and shall comply with all applicable provisions of federal, state and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the jobsite.

7.0.2 The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of owners of any land adjoining any work sites, which may be caused by him or his employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extra ordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property there from; the same care shall be exercised by all Contractor's and subcontractor's employees.

7.0.3 The Contractor shall duly protect buildings, sidewalks, fences, shade trees, lawns and all other improvements from damage. Property obstructions, such as sewers, drains, water or gas pipes, conduit, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of performance of this Agreement.

7.1 Defective Work. Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Landscape Maintenance Services. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the Contractor and the amount thereof deducted from any monies due, or which may become due to it, as liquidated damages and not as a penalty. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by Contractor.

7.2 Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its supervisors, officers, employees, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts and omissions, recklessness or

intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

7.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

#### 7.4 Insurance.

7.4.1 The Contractor shall provide and maintain during the term of this Agreement "Worker's Compensation Insurance" for all of its employees employed in connection with the performance of this Agreement and, in case any work hereunder is sublet, the Contractor shall require each subcontractor similarly to provide "Worker's Compensation Insurance" for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Agreement at the site are not protected under the "Worker's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of its employees not otherwise protected.

7.4.2 The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect the Contractor and employees from claims for damage for personal injury, including accidental death, as well as from claims



for property damage which may arise from operations under this Agreement, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the Services and this Agreement, including, but not limited to, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.4.3 Insurance shall be provided by and maintained by Contractor at its expense with a limit of \$1,000,000/\$2,000,000 a policy of Comprehensive General Liability and Contractual Liability. Insurance shall also be provided by and maintained by the Contractor at its expense for Automobile Liability Insurance with a limit of \$1,000,000.00.

7.4.4 Prior to any work being performed pursuant to this Agreement, the Contractor shall submit to the District certificates of insurance, specifically providing that the Twin Creeks North Community Development District (defined to mean the District, its officers, agents, employees, staff, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.

7.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

7.4.6 Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

7.4.7 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

7.4.8 The Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

7.5 Interpretation of Contract. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

7.6 Ambiguities. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

7.7 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in St. John's County, Florida.

7.8 Sovereign Immunity. The Contractor agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

7.9 Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

7.10 Attorney's Fees. To the extent permitted by Florida law, in the event that either party brings suit for enforcement of this Agreement, each party shall bear their sum of attorney's fees and court costs.

7.11 Exhibits. Each of the exhibits referred to herein forms an essential part of this Agreement.

7.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

7.13 Waiver. It is distinctly understood and agreed that the approval, or acceptance of any part of the work by the District as in compliance with terms of this Agreement and related specifications covering said work, shall not operate as

a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related specifications. Any work required by this Agreement and related specifications not performed by the Contractor, after receipt of written notice in accordance with Section 6.1 of such failure to perform said work to recover reasonable cost for such work from the Contractor or, reduce the sums of money due Contractor by the cost of such work. Failure of the District to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

7.14 Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor. No right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

7.15 Headings For Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

7.16 Public Records.

7.16.1 Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if

the Contractor does not transfer the records to the District;  
and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

7.16.2 Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**7.16.3. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**WRATHELL, HUNT & ASSOCIATES, LLC  
2300 GLADES ROAD, SUITE 410W  
BOCA RATON, FLORIDA 33431  
TELEPHONE: (561) 571-0010  
EMAIL: GILLYARDD@WHHASSOCIATES.COM**

7.17 E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the CDD is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the CDD has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the CDD has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the CDD as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

7.18 Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_ By: \_\_\_\_\_

Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

Print name: \_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_, a  
\_\_\_\_\_

\_\_\_\_\_

By:

Print Name

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2022

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA            }  
COUNTY OF \_\_\_\_\_    }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_. He or she is personally known to me or has produced \_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**RFP/SCOPE OF SERVICES**

**EXHIBIT "B"**

**Proposal**



**EXHIBIT A**  
**LIST OF CONTRACT DOCUMENTS**

EXHIBIT A - LIST OF CONTRACT DOCUMENTS  
EXHIBIT B - WORK AUTHORIZATION FORM  
EXHIBIT C - GENERAL RELEASE  
EXHIBIT D - ADDENDA, AS APPLICABLE  
EXHIBIT E - LANDSCAPE AND IRRIGATION MAINTENANCE SPECIFICATIONS  
EXHIBIT F – MAP OF LANDSCAPE and POND MAINTENANCE  
EXHIBIT G – MAP OF IRRIGATION MAINTENANCE

**EXHIBIT B**

**WORK AUTHORIZATION FORM**

Work Authorization

Contract No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date: \_\_\_\_\_, 2022

Work Authorization No. \_\_\_\_\_ - \_\_\_\_\_

To: \_\_\_\_\_ (company name)

**Pursuant to the Landscape Maintenance Services Agreement dated \_\_\_\_\_, the Contractor agrees to perform the services described below for a fixed fee to be computed in the manner set out below or in accordance with Sections 3(a) and 3(b) of the Agreement.**

Description of Work Authorization services:

**Bill to: District**

The following is/are applicable to this Work Authorization as marked:

\_\_\_\_ A. As a result of this Work Authorization, the Contractor shall be compensated a fee in the amount of \$\_\_\_\_\_.

\_\_\_\_ B. Contractor shall proceed immediately with this Work Authorization on a time and material basis in accordance with the Contract Documents. Time and material tickets should be submitted daily to the Program Manager.

\_\_\_\_ C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in accordance with the Contract Documents.

The total amount of this Work Authorization should be full and complete consideration to the Contractor for performance of the services set forth above and the Contractor hereby waives any and all claims arising out of or related to the services covered by this Work Authorization.

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:

For District:

**Company Name**

**Twin Creeks North Community Development District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

---

For review and Approval (if applicable):

---

District Engineer: \_\_\_\_\_

---

By: \_\_\_\_\_ Date: \_\_\_\_\_

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT C**

**GENERAL RELEASE**

The undersigned, for and in consideration of the payment of the sum of \$\_\_\_\_\_, paid by Twin Creeks North Community Development District, (hereinafter referred to as District), receipt of which is hereby acknowledged as complete compensation for performance of Contract Number \_\_\_\_\_, does hereby fully and completely discharge and release the District, its agents, employees, consultants, officers, directors, successors and assigns, the District Manager, and the District Engineer from any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, liabilities, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the contract between the parties dated \_\_\_\_\_ (the Contract). The undersigned here certifies that all material men, suppliers, subcontractors or others furnishing labor, goods, supplies or materials in connection with the Contract have been fully paid and satisfied and hereby agrees to hold harmless and indemnify District from any such claims, liens, demands, judgments, causes of action, suits or other liabilities which District/Engineer may incur as a result of any such non-payment or other dispute. The undersigned further agrees that in the event the District is required, in its sole discretion, to enforce this release or the Contract in court proceedings or otherwise, then District shall be allowed to recover reasonable attorney's fees and costs incurred, whether incurred at trial, on appeal or in alternative dispute resolution.

Witnesses:

\_\_\_\_\_

Print Name of Contractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known/produced identification.

\_\_\_\_\_

Notary Public  
State of Florida at Large  
My Commission Expires

**EXHIBIT D**

**ADDENDA**

## EXHIBIT E

### SCOPE OF SERVICES, QUALIFICATIONS & LICENSES

#### I. AREAS IN WHICH FULL LANDSCAPE & IRRIGATION MAINTENANCE PROGRAM WILL BE REQUIRED:

- a. Common Areas (Indicated in **GREEN** on *Exhibit A - attached*)
1. 2 Front Entrances and right-of-way's along County Road 210 (that's been planted)
  2. Medians, rights-of-way and landscape easements along Beachwalk Boulevard
  3. Community entries out to Beachwalk Boulevard
  4. 13 Pond Banks (1, 2, 2a, 8, 10, 11, 13a, 13b, 15c)
  5. Beachwalk Club/Lagoon

#### II. SCOPE OF WORK.

The Landscape and Irrigation Maintenance Contractor (the "**Contractor**") shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape and irrigation system within Beachwalk CDD (the "**Association**") throughout the contract period, as specified per the contractual agreement.

a. Contract Period & Renewal:

The term of the landscape contract shall commence May 1, 2022 and expire September 30, 2024 with an automatic renewal of one year thereafter, upon mutual agreement of both parties.

b. Contractor Requirements:

All vehicles shall have company name identified on the exterior and All employees shall wear matching shirts identifying company.

Contractor shall be required to inform owner or manager or leave door tag on any owner's door with Contractors contact information when Contractor has damaged an owner's property. Contractor shall also be solely responsible for hiring a contractor to make the repairs to the owner's property and paying for the cost of said repairs.

c. Schedule of Services:

The Contractor will be on site as necessary to complete the scope of work. The Contractor will endeavor to schedule all work to be completed each week by 5:00 PM Friday, however the Contractor may be required to work on weekends to complete tasks delayed or caused by Acts of God or in emergency situations. The Contractor shall be on site as required year-round. A knowledgeable (and licensed when applicable) supervisor from the Contractor's firm is required to be present during every maintenance visit.

d. Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the District's representative ("**Manager**") on monthly quality inspections. Such inspections should occur on a set schedule as agreed upon by the Manager and the Contractor. Any deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies Manager of a reasonable explanation as to why such issue cannot be completed in such time period.

- e. Attendance at meetings:  
Upon request by the District, the contractor shall attend CDD Board meetings.
- f. Reporting:
  - i. The Contractor is **REQUIRED** to provide Manager with the following information:
    - **As Part of Proposal and Prior to Beginning Service**
      - Copy of all Business Licenses
      - List of individuals & Contact info for all individuals who will be responsible for the Beachwalk CDD Landscape and Irrigation maintenance.
      - Copy of Insurance
      - W9
      - Map/schedule detailing which Common Areas will be mowed, edged, trimmed and blown off each day of the week.
      - Map/schedule detailing which week or weeks that the Common Areas will be sprayed, weeded, and detailed each month.
    - **Upon Starting Service**
      - Monthly Common Area Irrigation Inspection Reports
      - Monthly Detailing Service Reports
      - Fertilization / Pest Control Reports
      - Annual Flower Types and Design for approval prior to install

### III. LAWN CARE:

- a. Mowing and Edging:  
Bermuda turf shall be mowed based on ONE HUNDRED FOUR (104) mowing cycles per 12-month period. Bermuda turf shall be mowed using a high-speed rotary mower with non-mulching kit and mower decks shall be less than 60” in width to avoid scalping. Pond banks and non-Bahia common areas shall be mowed ONE (1) time every SEVEN (7) days during the active growing season (March 15 – November 15) and once a month during the dormant seasons (November 16 to March 14) unless specifically noted below. All mowing that occurs during the active growing season must be done on the same day(s) of each week. If Contractor is unable to complete the mowing on the designated day of the week, the Contractor must notify Manager of said complication and provide the day in which the mowing will be made up. During extended rainy or dry periods mowing will take place as conditions dictate. Clippings shall not be caught and removed from lawn area unless they are lying in swaths, which may damage the lawn. Mowing height will be based on what is horticultural correct for the turf variety as recommended by the University of Florida and taking into account the season:
  - Bermuda 1 ½ - 2 ½
  - Saint Augustine Floritam 4”
  - Bahia 3-5”.
- b. Sod:  
The Contractor shall replace dead common area sod up to one pallet within two (2) weeks of identifying the disturbed area. Sod replacement equaling more than one pallet shall be approved by the Manager in advance. Contractor should take care to not scalp the sod by adjusting mower height as needed.

- c. Edging:  
The Contractor shall edge ground cover as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.
- d. Fertilization:  
A fertilization program of properly timed applications of quality slow release fertilizers shall be established. Program shall provide a lawn, which is evenly green and thick, and one, which does not promote surge growth or burning. The expectation is that either the Contractor or Sub Contractor for these applications will be held responsible for identifying and correctly treating issues with sod and shrubs. Failure to identify and correct issues may result in the replacement cost being passed back to the Contractor.
- e. Weed, Disease, and Insect Control:  
The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, army worms, chinch bugs and other grass and plant pests as well as plant fungus. Pre-emergent and post-emergent controls shall be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant turf.
- f. Overseed with Rye:  
The Contractor shall over-seed all common-area Bermuda turf once per year. This will take place prior to October 31 each year.

#### **IV. GROUND COVER AREA / SHRUB AREAS:**

Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.

Pruning of plants, which overhang curbs and sidewalks shall be addressed regularly. Pruning of bushes includes maintaining the current shape and specifically does not include changing the shape of the plant as in a cut back. Mass planted shrubs shall not be pruned individually. Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean and neat appearance.

- a. Weed Control:  
The Contractor shall keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Beds around Amenity Center and Amenities should be weeded by hand on a regular basis.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.



Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

b. Fertilization:

The Contractor shall apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material being fertilized. Soil samples should be taken if Contractor encounters problematic areas of the community in order to determine the best remediation plan for those areas.

c. Fungicide:

The Contractor shall apply legally approved fungicides to control disease-causing damage to ornamentals if warranted.

d. Pesticide:

The Contractor shall apply legally approved pesticides to control insects causing damage to ornamentals if warranted.

e. Dead Plant Material: Dead plants should be removed from all landscaping beds while performing maintenance in that area each week or month. Contractor should provide a proposal to Manager each month to replace all dead and removed shrubs and plants in common area beds. Dead and replacement plants located on individual lots should be discussed with owner. *“A missing shrub is better than a dead shrub”*

**V. ROSE BUSHES:**

a. Roses should be trimmed back, dead headed and fertilized consistently so as to promote healthy and even growth and consistent budding.

**VI. ORNAMENTAL GRASSES**

a. The Contractor shall cut all ornamental grasses back every two years in the months of January or February starting with January/February 2022. All ornamental grass clippings shall be raked up and removed from the property at the end of each day in which the grasses are being cut.

**VII. TREE CARE:**

a. Pruning:

Height limitation for tree pruning covered in the specifications is 10 feet. On trees over 10 feet in height, only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised to 8 feet above ground level. Trees less than 10 feet in height will be scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Contractor will be required to attend to any branches identified as a hazard to pedestrian or vehicular traffic within seven (7) days from the date notice is provided to Contractor by the on-site manager.

b. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

c. Tree Fertilization:

A tree fertilization program should be provided to the Association within your proposal. This shall include all Palms, Oaks, Maples, Elms, Magnolias, Hollies, etc.

d. Palm Pruning:

Dead or dying fronds shall be removed consistently throughout the year as an ongoing routine and part of the scope of service.

**VIII. MULCH / PINE STRAW:**

The Contractor will install pine bark mulch one time per year to all common areas.

**\*\*NOTE: As stated in Cost Summary attached to the Request for Proposal above, this cost is to be broken out separately.**

**IX. ANNUAL COLOR**

Annual flowers will be installed Four (4) times per year corresponding to each seasonal variety and the Association shall maintain the right to request an additional rotation at its discretion. Specified varieties, size spacing, and frequency will be recommended per climate and location of plantings. Annuals will be fertilized at the time of installation using a balanced, slow-release fertilizer. A 90-day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.

**\*\*NOTE: As stated in Cost Summary attached to the Request for Proposal above, this cost is to be broken out separately.**

**X. DEBRIS CLEANUP**

All landscape areas shall be inspected on days of service and excess debris and litter removed. Dead and fallen tree limbs and palm fronds should be removed from the turf and beds during each visit. Gardening debris, generated from the Contractor's work, shall be removed from all surface areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks, pools, etc.

**XI. IRRIGATION SYSTEM**

The Contractor shall visually inspect the entire common area irrigation system twice a month for a total of 24 inspections annually to ensure optimal performance. The Contractor will be responsible for controlling all irrigation water use in compliance with the St. Johns River Water Management guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season.

a. Sprinkler Heads.

All sprinkler heads shall be checked for proper operation and coverage at each inspection. Contractor shall be solely responsible for the repair and replacement of any all irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.

b. Valves & Valve Boxes.

The Contractor shall inspect all valves and valve boxes for broken or stuck valves or missing valve box lids, and replacing as needed. Contractor shall be solely responsible for the repair and replacement of any all irrigation heads or irrigation equipment damaged by landscape personal during routine landscape maintenance.

c. Watering Schedule.

The Contractor shall adjust watering schedules to correspond with seasonal color installation, fertilization applications, and pest control operations. Water schedules will be adjusted as needed

based on season and rainfall amounts.

d. Emergency Contact.

The Contractor shall provide Manager with a contact person and telephone number who shall be available for on-call emergency service.

e. Irrigation Repairs.

Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Stopping water loss and health hazards associated with main line breaks, valve damage, backflow malfunctions, lateral breaks, damaged heads, etc., are emergency services and water shall be turned off immediately upon notice of damage. Final repairs shall be completed within 48 hours. Contractor shall submit proposals for any repairs that fall outside of the inclusive repairs for materials and labor.

**XII. TURF CARE PROGRAM (BERMUDA) - Indicated in *GREEN* on Exhibit B - attached)**

Bermuda grass shall be maintained according to the below program/schedule utilizing the noted chemicals and amounts as detailed below. Please also see the chart below the schedule for guidelines on Soil and Foliar spraying. If any changes to the below are required due to soil test results or weather patterns, Contractor shall work with Manager to discuss and implement changes.

• **JANUARY**

- Soil spray application and foliar spray application
- Spectacle pre emergence in NON over seeded areas at 3oz/ acre rate

• **FEBRUARY**

- 2nd or 3rd week apply Ronstar pre-emergent impregnated on a 15-0-15 fertilizer
  - (Mini prill at a rate of 200 pounds per acre)

• **MARCH**

- Soil spray application and Foliar spray application
- 2<sup>nd</sup> or 3rd week Mole cricket prevention application of Fipronil

• **APRIL**

- 3<sup>rd</sup> or 4<sup>th</sup> week (weather pending) Revolver application at 10oz/acre (transition from rye to Bermuda)
- Light vertical mow of all Bermuda grass
- Foliar spray application
- 5/8" core aerification
- Milorganite application at heavy rate

• **MAY**

- 1st week Ronstar application with 20-0-10 fertilizer (Mini prill at rate of 200 pounds per acre)
- \*2<sup>nd</sup> application of Revolver May be needed to completely eradicate Overseed

• **JUNE**

- Soil spray application and Foliar spray application
- Aggressive verticutting followed by a circle mow or multiple cross direction mowing at a

- reduced scalping height
  - 12-1-0 fertilizer application
- **JULY**
  - Foliar spray application
  - Prodiamine pre emergence application on all Turf at 1 pound per acre
  - *\*Vertical mow can be performed again if needed*
- **AUGUST**
  - Foliar spray application
  - 3/4"-1" aerification followed by aggressive vertical mow
  - Heavy top-dress with sports turf sand
  - Milorganite application after aerification into core holes
- **SEPTEMBER**
  - Soil spray application and Foliar spray application
- **OCTOBER**
  - Soil spray application
  - Prodiamine all areas that will be overseeded
  - XL 2g(Surflan) areas that will NOT be overseed but do border seed
  - Spectacle all other areas not overseeded
  - Heavy Milorganite application
  - Overseed with Rye
- **NOVEMBER**
  - Soil spray application
  - 12-22-8 fertilizer application on overseed 1#N/1000
- **DECEMBER**
  - Soil spray application and Foliar spray application
  - Prodiamine application 1#/acre on overseed
  - *\*Iron applications during the winter will Help with quick deep color response.*

<b>Soil Spray (Week 1)</b>		
2 qts/acre	FP Calcium	7-0-0, 7% Ca, 5% Amino
1 gal/acre	FP Armament MKS	0-0-5, 2.5% Mg, 4.5% S
2 qts/acre	FP Manganese	2-0-0, 1% Mg, 3% Mn, 5% Amino

<b>Foliar Spray (Weeks 2-4)</b>		
3 gal/acre	FP Grow-In	8-4-5, 0.2% Fe, 0.07% Zn
1 gal/acre	FP Micros Plus	2-0-0, Ca, Mg, B, Cu, Fe, Mn, Zn, Seaweed

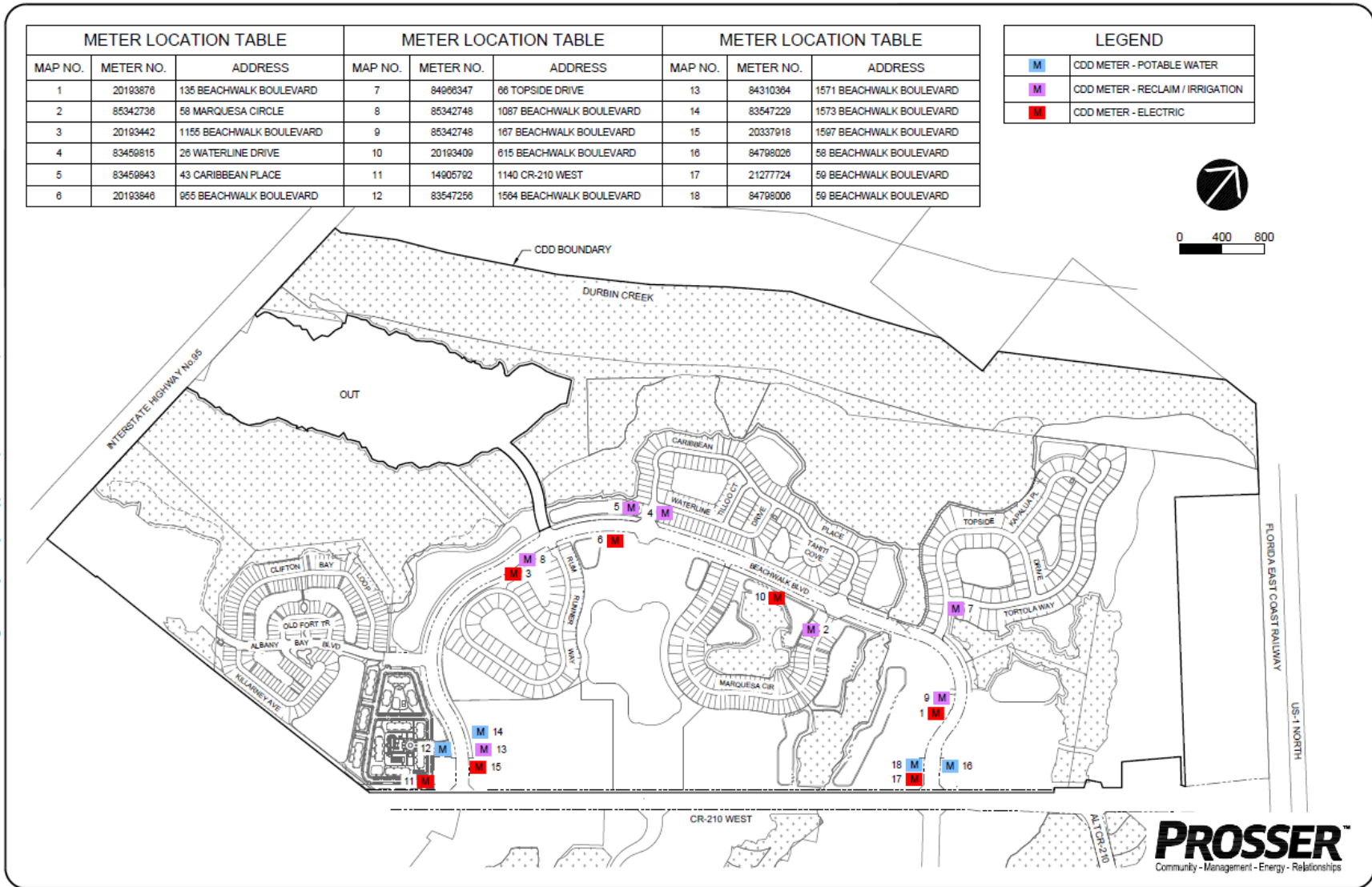
**Wetting Agents (for both)**

- Command     Organic Acid Penetrant
- Matador     Matrix Active Soil Surfactant

### Exhibit F: Landscape and Pond Maintenance Map



### Exhibit G: Irrigation Map



**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**TWIN CREEKS NORTH CDD  
2300 GLADES ROAD SUITE 410W**

**BOCA RATON, FL 33431**

ACCT: 19105  
AD# 0003402795-01  
PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **REQUISITION OF PROPOSALS** in the matter of **LANNSCAPE MAINTENANCE SVC TCN-LMS-2020** was published in said newspaper in the issue dated **03/02/2022**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT  
NOTICE OF SOLICITATION FOR  
REQUEST FOR PROPOSALS  
LANDSCAPE MAINTENANCE  
SERVICES  
St. Johns County, Florida**

Notice is hereby given that the Twin Creeks North Community Development District, "The District", is requesting proposals for the Landscape Maintenance Services, NO. TCN-LMS-2022

**Proposal Documents Availability:** The Request for Proposals will be available on **March 2, 2022, beginning at 10:00 a.m. (EST)**. Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at gillyardd@whassociates.com, to receive a copy of the Proposal documents.

**Mandatory Pre-Proposal Site Meeting:** There will be a Mandatory Pre-Proposal meeting on **March 10, 2022 at 9:00 a.m. (EST)**, held at the Beachwalk Clubhouse: **100 Beachwalk Club Dr., St Johns, FL 32259**. Companies who do not attend this Mandatory meeting will have their bids disqualified from consideration by the Board.

**Proposal Due Date:** Companies desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than **April 7, 2022 at 10:00 a.m. (EST)** at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Attention: Daphne Gillyard. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear "RESPONSE TO REQUEST FOR PROPOSALS (Twin Creeks North Community Development District - Landscape Maintenance Services) ENCLOSED" on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

**Consideration of Proposals:** The Board of Supervisors will consider and rank all proposals at the **Tuesday, April 26, 2022**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **12:15 p.m. (EST)**, at the **Home2 Suites by Hilton, 270 Outlet Mall Blvd., St. Augustine, FL 32084**. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

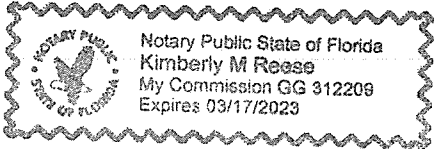
**Twin Creeks North Community  
Development District  
District Manager  
3402795 March 2, 2022**

Sworn to (or affirmed) and subscribed before me by means of  
 physical presence or  
 online notarization

this \_\_\_\_\_ day of MAR 02 2022

by [Signature] who is personally known to me or who has produced as identification

[Signature]  
(Signature of Notary Public)





**TWIN CREEKS NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3D**

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT**

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES EVALUATION MATRIX**

<b>RFP FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES</b>	<b>EXPERIENCE</b>	<b>PERSONNEL</b>	<b>PRICE</b>	<b>FINANCIAL CAPABILITY</b>	<b>UNDERSTANDING SCOPE OF WORK</b>	<b>TOTAL POINTS</b>
<b>PROPOSER</b>	<b>30 POINTS</b>	<b>20 POINTS</b>	<b>30 POINTS</b>	<b>10 POINTS</b>	<b>10 POINTS</b>	<b>100 POINTS</b>
<b>Down to Earth Landscape &amp; Irrigation</b>						
<b>The Tree Amigos</b>						

Completed by: \_\_\_\_\_  
Board Member's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Board Member

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**4**

**NOTICE OF TENDER OF RESIGNATION**

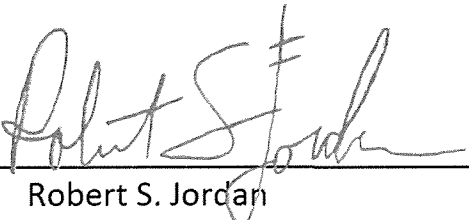
To: Board of Supervisors  
**Twin Creeks North Community Development District**  
Attn: Daniel Rom, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Robert S. Jordan, Field Operations Liaison  
Twin Creeks North Community Development District

Date: December 31, 2021

I, Robert S. Jordan, hereby tender my resignation as a member of the Board of Supervisors of the Twin Creeks North Community Development District.

This resignation will be effective as of December 31, 2021.

By:   
Robert S. Jordan

Date: 12.31.21

Cc: John T. Kinsey, Chairman

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**5B**

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** \_\_\_\_\_ is appointed Chair.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair.

**SECTION 3.** **Craig Wrathell** is appointed Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

**Daniel Rom** is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this 16th day of May, 2022.

ATTEST:

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**6A**





Creative Visionaries. Engineering Minds™

January 27, 2022

Mr. Daniel Rom  
District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**RE: Twin Creeks North Community Development District  
Proposal for Engineering Services  
Stormwater Management Needs Analysis**

Dear Mr. Rom:

Thank you very much for this opportunity to submit a proposal for professional services for the preparation of a Stormwater Management Needs Analysis report for the District. The necessary scope and fee are described below:

**Task 1 – Coordination, Meetings and Exhibits**

Prosser will meet with District Staff and consultants as necessary for the development of the District's need analysis report. Prosser will utilize GIS information and available District data to develop the necessary exhibits to support the needs analysis report. These exhibits will be provided to District Staff and consultant team for comments, Prosser will modify as necessary to finalize.

Because of the uncertain nature of this task, we propose it be on a time & materials basis utilizing Prosser's current hourly rates.

**Task 2 – Draft Stormwater Needs Analysis**

Prosser, with the assistance of the CDD Manager, will prepare a draft Stormwater Management Needs Analysis report in accordance with Section 403.9302 of the Florida Statutes which as a minimum will include the following:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.
- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and

expenditures with an evaluation of how the local government expects to close any projected funding gap.

This draft will be provided to the District staff and consultant team for review and comments.

### **Task 3 - Final Stormwater Needs Analysis**

Prosser will evaluate the comments generated from Task 2, incorporate any additional information, and finalize the Stormwater Management Needs Analysis report.

### **FEES**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Task 1	Coordination, Meetings and Exhibits (T&M)	\$3,000.00
Task 2	Draft Stormwater Needs Analysis (Lump Sum)	\$3,500.00
Task 3	Final Stormwater Needs Analysis (Lump Sum)	\$2,500.00

### **ADDITIONAL SERVICES**

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached. Prosser, Inc. will obtain proposals for other subconsultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work as necessary. We will assist with coordinating the work of all subconsultants by providing them with site information and data, as and when requested. These subconsultants will contract with you for their services.

Our scope of work for this project does not include the following:

- CLOMR/LOMR Application Process
- Regulatory Planning Work
- Traffic Study/Signal Warrant Analysis
- Design and Permitting
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Land or Easement Acquisition Elements
- Surveys
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- NPDES Stormwater permitting
- Engineers Estimate of Probable Costs
- Bid Administration
- Coordination of any dry utilities
- Permit Fees
- Three dimensional graphics
- Structural, electrical and mechanical design
- PUD/Zoning Modifications

### **OUT-OF-POCKET EXPENSES**

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

It is our pleasure to provide this professional services proposal to you. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience. Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

**PROSSER**

Sincerely,  
**PROSSER**<sup>™</sup>



Neal Brockmeier, PE  
Project Director



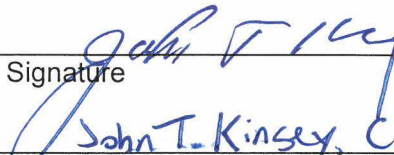
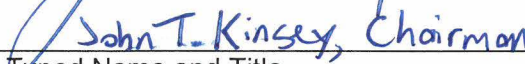
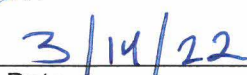
Ryan P. Stilwell, PE  
Principal

Accepted By:

Signature

Typed Name and Title

Date

**PROSSER**

**PROSSER, INC.**

**GENERAL CONDITIONS**

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items From Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.  
  
The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.
9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

**PROSSER**

# PROSSER

Creative Visionaries. Engineering Minds™

## Hourly Rate Schedule

Effective May 17, 2021

### Planning & Engineering

Principal	\$235
Project Director	\$200
Project Manager	\$175
Senior Engineer	\$170
Engineer	\$140
Senior Planner & Senior Landscape Architect	\$165
Planner & Landscape Architect	\$140
Senior Graphic Arts Director	\$165
Graphic Art Designer	\$120
Senior Designer	\$140
Designer	\$110
CADD Technician	\$ 95
Clerical	\$ 85
Administrative Support	\$ 85

### Project & Business Services

Project Administrator	\$145
Sr. Project Researcher	\$140
Project Researcher	\$135
Sr. Public Relations Liaison	\$150
Technical Writer	\$105

### Information Services

Programmer	\$140
Information Systems	\$140
GIS Programmer	\$150
GIS Analyst	\$130
GIS Technician	\$115

### CEI/Construction Management Services

Resident Engineer	\$160
Construction Project Manager	\$150
Sr. Construction Inspector	\$105
Construction Inspector	\$ 95

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

**TWIN CREEKS NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6B**

**FIRST AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (the "Amendment"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between:

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and the laws of the State of Florida, located in St. Johns County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"),

and

**PROSSER, INC.**, a Florida corporation, whose address is 13901 Sutton Park Drive, Suite 200, Jacksonville, Florida 32224-0119 (the "Engineer").

**WITNESSETH**

**WHEREAS**, the District and the Engineer each acknowledge that in 2016 they entered into and are parties to an Agreement for Professional Engineering Services, in connection with Engineer providing district engineer services to the District, as amended (collectively, the "Agreement"); and

**WHEREAS**, the Engineer has requested an adjustment to the hourly fee schedule under the Agreement to accommodate increases in personnel costs, and the District has requested that the Engineer complete the Stormwater Management System Needs Analysis as required by Section 403.9302, Florida Statutes, which the parties desire to include as part of this Amendment; and

**WHEREAS**, District and the Engineer further agree to amend the Agreement to amend the Notices section and the Public Records section pursuant to Section 119.0701, Florida Statutes, and to add sections regarding E-Verify pursuant to Sections 448.09 and 448.095, Florida Statutes, and sovereign immunity.

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

**Section 1.** The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Amendment.

**Section 2.** Effective January 1, 2022, Schedule “A” to the Agreement is hereby replaced in its entirety with the Hourly Rate Schedule attached hereto and made a part hereof as Exhibit A-1 to this Amendment.

**Section 3.** Engineer shall complete a Stormwater Management Needs Analysis in accordance with the requirements of Section 403.9302, Florida Statutes, for the compensation and in accordance with the Engineer’s proposal, dated January 27, 2022 attached hereto and made a part hereto as Exhibit B-1.

**Section 4.** Article 17 of the Agreement, entitled “Public Records” is hereby replaced in its entirety with the following:

**Article 17. Public Records.**

A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Engineer transfers all public records to the District upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All



records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Engineer acknowledges that should Engineer fail to provide the public records to the District within a reasonable time, Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**WRATHELL, HUNT & ASSOCIATES, LLC  
2300 GLADES ROAD, SUITE 410W  
BOCA RATON, FLORIDA 33431  
TELEPHONE: (561) 571-0010  
EMAIL: GILLYARDD@WHHASSOCIATES.COM**

**Section 5.** Article 20 of the Agreement, entitled "Notices" is hereby replaced in its entirety with the following:

**Article 20. Notices.**

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to Engineer: Prosser, Inc.  
13901 Sutton Park Drive S, Suite 200A  
Jacksonville, FL 32224  
Attn: Neal Brockmeier, P.E.

If to District: Twin Creeks North Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attention: District Manager

With a copy to: Dennis E. Lyles, Esq.  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
Las Olas Square, Suite 600  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

**Section 6.** Article 25 of the Agreement, entitled “E-Verify” is hereby created and added to the Agreement, as follows

**Article 25. E-Verify.**

The Engineer, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Engineer further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Engineer agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Engineer shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Engineer is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Engineer shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Engineer shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Engineer is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal

immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Engineer and order the Engineer to immediately terminate its subcontract with the subcontractor. The Engineer shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Engineer's failure to comply with the E-Verify requirements referenced in this subsection.

**Section 7.** Article 26 of the Agreement, entitled "Sovereign Immunity" is hereby created and added to the Agreement, as follows

**Article 26. Sovereign Immunity.** Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, and limitations of liability afforded the District under the doctrine of sovereign immunity and Section 768.28, Florida Statutes.

**Section 8.** In all other respects not specifically amended by this Amendment, the Agreement shall remain in full force and effect.

**Section 9.** This Amendment shall be effective upon execution of the Amendment by the parties; however, the changes in the hourly rates as reflected in Exhibit A-1 hereto be effective beginning January 1, 2022.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed the day and year first above written.

ATTEST:

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_ day of \_\_\_\_\_, 2022

**PROSSER, INC., a Florida  
corporation**

Witnesses:

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 2022

**EXHIBIT "A-1"**

**EXHIBIT "B-1"**

**TWIN CREEKS NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors ("Board") of Twin Creeks North Community Development District seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the St. Johns County Supervisor of Elections ("Supervisor") to conduct the District's General Election ("General Election").

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT:**

1. **GENERAL ELECTION SEATS.** Seat 2, currently vacant and Seat 3, currently held by Bryan Kinsey, are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.
2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.
4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.
5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the



Supervisor to conduct the District's General Election in November, 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF MAY, 2022.**

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

---

**CHAIR/VICE CHAIR, BOARD OF SUPERVISORS**

**ATTEST:**

---

**SECRETARY/ASSISTANT SECRETARY**

## Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE  
TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Twin Creeks North Community Development District will commence at noon on June 8, 2022, and close at noon on June 12, 2022. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, Suite 101, St. Augustine, Florida 32095, (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Twin Creeks North Community Development District has two (2) seats up for election, specifically seats 2 and 3. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

**District Manager**  
**Twin Creeks North Community Development District**

**TWIN CREEKS NORTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2022-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Twin Creeks North Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated St. Johns County, Florida; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of St Johns County Ordinance No. 2016-15 creating the District ("**Ordinance**") is March 17, 2016; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** In accordance with section 190.006(2)(b), *Florida Statutes*, the meeting of the landowners to elect one (1) supervisor of the District, shall be held on the \_\_ day of November, 2022, at \_\_\_\_\_ a.m./p.m., at Home2Suites by Hilton St. Augustine I-95, 270 Outlet Mall Blvd., St. Augustine, Florida 32084.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held the 26<sup>th</sup> day of April, 2022. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 16th day of May, 2022.

**ATTEST:**

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

## TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

### INSTRUCTIONS RELATING TO LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: **November \_\_, 2022**

TIME: \_\_\_\_\_.

LOCATION: Home2Suites by Hilton St. Augustine I-95  
270 Outlet Mall Blvd.  
St. Augustine, Florida 32084

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

One (1) seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for the successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT  
ST. JOHNS COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER \_\_, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Twin Creeks North Community Development District to be held at \_\_\_\_ a.m./p.m., on November \_\_, 2022 at the Home2Suites by Hilton St. Augustine I-95, 270 Outlet Mall Blvd., St. Augustine, Florida 32084 and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2016), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).



**OFFICIAL BALLOT**  
**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**ST. JOHNS COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER \_\_\_\_, 2022**

**For Election (1 Supervisor):** The candidate receiving the highest number of votes will receive a four (4)-year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Twin Creeks North Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

*[Insert the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]*

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	NUMBER OF VOTES
-------------------	-----------------

4. \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Twin Creeks North Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_, 2022

**HOUR:** \_\_\_\_\_ A/P.M.

**LOCATION:** Home2Suites by Hilton St. Augustine I-95  
270 Outlet Mall Blvd.  
St. Augustine, Florida 32084

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF MAY, 2022.**

ATTEST:

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A: 2022/2023 Proposed Budget**

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023  
PROPOSED BUDGET**

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<b>Description</b>	<b>Page Number(s)</b>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2016	5
Amortization Schedule - Series 2016A-1	6 - 7
Amortization Schedule - Series 2016A-2	8 - 9
Debt Service Fund Budget - Series 2018	10
Amortization Schedule - Series 2018	11 - 12
Projected Assessments	13 - 14

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	
<b>REVENUES</b>					
Assessment levy: gross	\$ 849,081				\$ 941,472
Allowable discounts (4%)	(33,963)				(37,659)
Assessment levy: net	815,118	\$ 687,749	\$ 216,066	\$ 903,815	903,813
Assessments off-roll	226,729	29,990	196,739	226,729	226,729
Total revenues	1,041,847	717,739	412,805	1,130,544	1,130,542
<b>EXPENDITURES</b>					
<b>Professional &amp; administration</b>					
Supervisors	4,000	-	2,400	2,400	6,000
FICA	306	-	306	306	459
District engineer	5,000	-	10,000	10,000	10,000
General counsel	24,000	4,313	2,000	6,313	24,000
District manager	50,000	25,000	25,000	50,000	51,500
Debt service fund accounting: 2016 master bonds	5,017	2,508	2,509	5,017	5,034
Debt service fund accounting: 2016 sub bonds	2,483	1,241	1,242	2,483	2,466
Debt service fund accounting: Lennar bonds	3,500	1,750	1,750	3,500	3,500
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Trustee	10,500	10,500	-	10,500	10,500
Audit	6,010	-	6,010	6,010	6,220
Postage	750	353	397	750	750
Insurance - GL, POL	13,175	11,930	-	11,930	13,500
Legal advertising	1,200	-	1,200	1,200	1,200
Mailed notices	1,600	-	1,600	1,600	1,600
Miscellaneous- bank charges	750	509	241	750	750
Website			-		
Hosting	705	-	705	705	705
ADA compliance	210	-	210	210	210
Annual district filing fee	175	175	-	175	175
Contingencies	-	-	-	-	500
Total professional & admin	132,131	59,279	57,320	116,599	\$141,819
<b>Field Operations</b>					
Landscape maintenance					
Field operations manager	9,600	-	9,600	9,600	9,600
Beachwalk Blvd (inc. main entries)	350,000	145,344	204,656	350,000	378,650
Pond bank maintenance	-	-	-	-	85,000
CR 210 - median	30,000	-	30,000	30,000	-
Tree/plant replacement	50,000	-	50,000	50,000	-
Tree care	-	-	-	-	101,750
Annuals rotation	18,000	-	18,000	18,000	23,500
Mulch	171,000	-	171,000	171,000	104,000
Irrigation repairs	12,000	-	12,000	12,000	-
Irrigation water	295,000	84,284	210,716	295,000	295,000
Aquatic maintenance	21,500	8,935	12,565	21,500	22,575
Road maintenance	15,000	-	15,000	15,000	15,000
Accounting	7,500	3,750	3,750	7,500	7,500
Total field operations	979,600	242,313	737,287	979,600	1,042,575



**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET**

	Fiscal Year 2022			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
<b>Other fees and charges</b>					
Tax collector	16,982	13,757	3,225	16,982	18,829
Total other fees & charges	16,982	13,757	3,225	16,982	18,829
Total expenditures	1,128,713	315,349	797,832	1,113,181	1,203,223
Net increase/(decrease) of fund balance	(86,866)	402,390	(385,027)	17,363	(72,681)
Fund balance - beginning (unaudited)	591,365	888,209	1,290,599	888,209	905,572
Fund balance - ending (projected):					
Assigned:					
3 months working capital	292,060	292,060	292,060	292,060	310,931
Unassigned	212,439	998,539	613,512	613,512	521,960
Fund balance - ending (projected)	<u>\$ 504,499</u>	<u>\$ 1,290,599</u>	<u>\$ 905,572</u>	<u>\$ 905,572</u>	<u>\$ 832,891</u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administration**

Supervisors	\$ 6,000
Statutorily set at \$200 per Supervisor for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
FICA	459
As per federal law, this expenditure is currently 7.65% of gross wages.	
District engineer	10,000
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
General counsel	24,000
Billing, Cochran, Lyles, Mauro & Ramsey, PA will provide legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications,	
District manager	51,500
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and	
Debt service fund accounting: 2016 master bonds	5,034
<b>Wrathell, Hunt and Associates, LLC</b> , will administer the District's lien book and the assessment process pursuant to the requirements of Chapter 170, FS and the assessment methodology.	
Debt service fund accounting: 2016 sub bonds	2,466
Debt service fund accounting: Lennar bonds	3,500
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Audit	6,220
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor	
Postage	750
Mailing agenda packages, overnight deliveries, correspondence, etc.	
Insurance - GL, POL	13,500
The District carries general liability and public officials liability insurance. The limit of liability is set at \$5,000,000 for general liability and \$5,000,000 for public officials liability.	
Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc. After bonds are issued, many of the required public hearings will be completed. For future years, legal advertising could be reduced to \$1,500 to \$2,000 range.	

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Mailed notices	1,600
Miscellaneous- bank charges	750
Bank charges, automated AP routing and other miscellaneous expenses	
Website	
Hosting	705
ADA compliance	210
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities &	
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Trustee	10,500
Annual fees paid for services provided as trustee, paying agent and	
Contingencies	
Meeting room rental, etc.	500
<b>Field Operations</b>	
<b>Landscape maintenance</b>	
Field operations manager	9,600
Beachwalk Blvd (inc. main entries)	378,650
Pond bank maintenance	85,000
Tree care	101,750
Annuals rotation	23,500
4 rotations per year	
Mulch	104,000
Pine bark, 1x at 24-month intervals	
Irrigation water	295,000
Aquatic maintenance	22,575
Road maintenance	15,000
Accounting	7,500
<b>Other fees and charges</b>	
Tax collector	18,829
The tax collector's fee is 2% of assessments collected.	
Total expenditures	<u><u>\$ 1,203,223</u></u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND SERIES 2016 BANS & 2016 BONDS BUDGET**

Fiscal Year 2022

	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2023
<b>REVENUES</b>					
Assessment levy: gross	\$ 1,820,776				\$ 1,820,776
Allowable discounts (4%)	(72,831)				(72,831)
Assessment levy: net	1,747,945	\$ 1,333,622	\$ 414,323	\$ 1,747,945	1,747,945
Assessments off-roll 2016A-1	224,070	126,624	97,446	224,070	224,070
Assessments prepayment	-	118,048	-	118,048	-
Interest	-	154	-	154	-
Total revenues	1,972,015	1,578,448	511,769	2,090,217	1,972,015
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal 2016A-1	285,000	285,000	-	285,000	270,000
Principal 2016A-2	130,000	130,000	-	130,000	135,000
Principal prepayment 2016A-1	-	170,000	-	170,000	-
Principal prepayment 2016A-2	-	165,000	-	165,000	-
Interest 2016A-1	1,031,969	522,183	507,150	1,029,333	1,007,550
Interest 2016A-2	510,825	257,038	248,638	505,676	493,900
Total debt service	1,957,794	1,529,221	755,788	2,285,009	\$1,906,450
<b>Other fees and charges</b>					
Tax collector	36,416	26,674	9,742	36,416	36,416
Total other fees & charges	36,416	26,674	9,742	36,416	36,416
Total expenditures	1,994,210	1,555,895	765,530	2,321,425	1,942,866
Net increase/(decrease) of fund balance	(22,195)	22,553	(253,761)	(231,208)	29,149
Fund balance - beginning (unaudited)	3,059,887	3,132,055	3,154,608	3,132,055	2,900,847
Fund balance - ending (projected)	\$ 3,037,692	\$ 3,154,608	\$ 2,900,847	\$ 2,900,847	2,929,996
Use of fund balance:					
Debt service reserve account balance (required)					(1,716,918)
Principal and Interest expense 2016 A-1 - November 1, 2023					(785,400)
Principal and Interest expense 2016 A-2 - November 1, 2023					(385,263)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 42,415</u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2016A-1 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/22	270,000.00	5.000%	507,150.00	777,150.00	19,030,000.00
05/01/23	-		500,400.00	500,400.00	19,030,000.00
11/01/23	285,000.00	5.000%	500,400.00	785,400.00	18,745,000.00
05/01/24	-		493,275.00	493,275.00	18,745,000.00
11/01/24	300,000.00	5.750%	493,275.00	793,275.00	18,445,000.00
05/01/25	-		484,650.00	484,650.00	18,445,000.00
11/01/25	315,000.00	5.750%	484,650.00	799,650.00	18,130,000.00
05/01/26	-		475,593.75	475,593.75	18,130,000.00
11/01/26	335,000.00	5.750%	475,593.75	810,593.75	17,795,000.00
05/01/27	-		465,962.50	465,962.50	17,795,000.00
11/01/27	355,000.00	5.750%	465,962.50	820,962.50	17,440,000.00
05/01/28	-		455,756.25	455,756.25	17,440,000.00
11/01/28	375,000.00	5.750%	455,756.25	830,756.25	17,065,000.00
05/01/29	-		444,975.00	444,975.00	17,065,000.00
11/01/29	395,000.00	6.375%	444,975.00	839,975.00	16,670,000.00
05/01/30	-		432,384.38	432,384.38	16,670,000.00
11/01/30	420,000.00	6.375%	432,384.38	852,384.38	16,250,000.00
05/01/31	-		418,996.88	418,996.88	16,250,000.00
11/01/31	450,000.00	6.375%	418,996.88	868,996.88	15,800,000.00
05/01/32	-		404,653.13	404,653.13	15,800,000.00
11/01/32	480,000.00	6.375%	404,653.13	884,653.13	15,320,000.00
05/01/33	-		389,353.13	389,353.13	15,320,000.00
11/01/33	510,000.00	6.375%	389,353.13	899,353.13	14,810,000.00
05/01/34	-		373,096.88	373,096.88	14,810,000.00
11/01/34	540,000.00	6.375%	373,096.88	913,096.88	14,270,000.00
05/01/35	-		355,884.38	355,884.38	14,270,000.00
11/01/35	575,000.00	6.375%	355,884.38	930,884.38	13,695,000.00
05/01/36	-		337,556.25	337,556.25	13,695,000.00
11/01/36	615,000.00	6.375%	337,556.25	952,556.25	13,080,000.00
05/01/37	-		317,953.13	317,953.13	13,080,000.00
11/01/37	655,000.00	6.375%	317,953.13	972,953.13	12,425,000.00
05/01/38	-		297,075.00	297,075.00	12,425,000.00
11/01/38	695,000.00	6.375%	297,075.00	992,075.00	11,730,000.00
05/01/39	-		274,921.88	274,921.88	11,730,000.00
11/01/39	740,000.00	6.375%	274,921.88	1,014,921.88	10,990,000.00
05/01/40	-		251,334.38	251,334.38	10,990,000.00
11/01/40	785,000.00	6.375%	251,334.38	1,036,334.38	10,205,000.00
05/01/41	-		226,312.50	226,312.50	10,205,000.00

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2016A-1 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/41	835,000.00	6.375%	226,312.50	1,061,312.50	9,370,000.00
05/01/42	-		199,696.88	199,696.88	9,370,000.00
11/01/42	890,000.00	6.375%	199,696.88	1,089,696.88	8,480,000.00
05/01/43	-		171,328.13	171,328.13	8,480,000.00
11/01/43	945,000.00	6.375%	171,328.13	1,116,328.13	7,535,000.00
05/01/44	-		141,206.25	141,206.25	7,535,000.00
11/01/44	1,005,000.00	6.375%	141,206.25	1,146,206.25	6,530,000.00
05/01/45	-		109,171.88	109,171.88	6,530,000.00
11/01/45	1,070,000.00	6.375%	109,171.88	1,179,171.88	5,460,000.00
05/01/46	-		75,065.63	75,065.63	5,460,000.00
11/01/46	1,140,000.00	6.375%	75,065.63	1,215,065.63	4,320,000.00
05/01/47	-		38,728.13	38,728.13	4,320,000.00
11/01/47	1,215,000.00	6.375%	38,728.13	1,253,728.13	3,105,000.00
<b>Total</b>	<b>16,480,000.00</b>		<b>17,799,487.64</b>	<b>34,279,487.64</b>	

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2016A-2 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/22	135,000.00	5.000%	248,637.50	383,637.50	8,870,000.00
05/01/23	-		245,262.50	245,262.50	8,870,000.00
11/01/23	140,000.00	5.000%	245,262.50	385,262.50	8,730,000.00
05/01/24	-		241,762.50	241,762.50	8,730,000.00
11/01/24	145,000.00	6.000%	241,762.50	386,762.50	8,585,000.00
05/01/25	-		237,412.50	237,412.50	8,585,000.00
11/01/25	155,000.00	6.000%	237,412.50	392,412.50	8,430,000.00
05/01/26	-		232,762.50	232,762.50	8,430,000.00
11/01/26	165,000.00	6.000%	232,762.50	397,762.50	8,265,000.00
05/01/27	-		227,812.50	227,812.50	8,265,000.00
11/01/27	175,000.00	6.000%	227,812.50	402,812.50	8,090,000.00
05/01/28	-		222,562.50	222,562.50	8,090,000.00
11/01/28	185,000.00	6.000%	222,562.50	407,562.50	7,905,000.00
05/01/29	-		217,012.50	217,012.50	7,905,000.00
11/01/29	195,000.00	6.000%	217,012.50	412,012.50	7,710,000.00
05/01/30	-		211,162.50	211,162.50	7,710,000.00
11/01/30	210,000.00	6.000%	211,162.50	421,162.50	7,500,000.00
05/01/31	-		204,862.50	204,862.50	7,500,000.00
11/01/31	220,000.00	6.000%	204,862.50	424,862.50	7,280,000.00
05/01/32	-		198,262.50	198,262.50	7,280,000.00
11/01/32	235,000.00	6.375%	198,262.50	433,262.50	7,045,000.00
05/01/33	-		190,771.88	190,771.88	7,045,000.00
11/01/33	250,000.00	6.375%	190,771.88	440,771.88	6,795,000.00
05/01/34	-		182,803.13	182,803.13	6,795,000.00
11/01/34	265,000.00	6.375%	182,803.13	447,803.13	6,530,000.00
05/01/35	-		174,356.25	174,356.25	6,530,000.00
11/01/35	280,000.00	6.375%	174,356.25	454,356.25	6,250,000.00
05/01/36	-		165,431.25	165,431.25	6,250,000.00
11/01/36	300,000.00	6.375%	165,431.25	465,431.25	5,950,000.00
05/01/37	-		155,868.75	155,868.75	5,950,000.00
11/01/37	320,000.00	6.375%	155,868.75	475,868.75	5,630,000.00
05/01/38	-		145,668.75	145,668.75	5,630,000.00
11/01/38	340,000.00	6.375%	145,668.75	485,668.75	5,290,000.00
05/01/39	-		134,831.25	134,831.25	5,290,000.00
11/01/39	360,000.00	6.375%	134,831.25	494,831.25	4,930,000.00
05/01/40	-		123,356.25	123,356.25	4,930,000.00
11/01/40	385,000.00	6.375%	123,356.25	508,356.25	4,545,000.00
05/01/41	-		111,084.38	111,084.38	4,545,000.00

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2016A-2 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/41	410,000.00	6.375%	111,084.38	521,084.38	4,135,000.00
05/01/42	-		98,015.63	98,015.63	4,135,000.00
11/01/42	435,000.00	6.375%	98,015.63	533,015.63	3,700,000.00
05/01/43	-		84,150.00	84,150.00	3,700,000.00
11/01/43	465,000.00	6.375%	84,150.00	549,150.00	3,235,000.00
05/01/44	-		69,328.13	69,328.13	3,235,000.00
11/01/44	495,000.00	6.375%	69,328.13	564,328.13	2,740,000.00
05/01/45	-		53,550.00	53,550.00	2,740,000.00
11/01/45	525,000.00	6.375%	53,550.00	578,550.00	2,215,000.00
05/01/46	-		36,815.63	36,815.63	2,215,000.00
11/01/46	560,000.00	6.375%	36,815.63	596,815.63	1,655,000.00
05/01/47	-		18,965.63	18,965.63	1,655,000.00
11/01/47	595,000.00	6.375%	18,965.63	613,965.63	1,060,000.00
<b>Total</b>	<b>8,075,000.00</b>		<b>8,722,056.82</b>	<b>16,797,056.82</b>	



**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND SERIES 2018**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	
<b>REVENUES</b>					
Assessment levy: gross	\$ 210,833				\$ 210,833
Allowable discounts (4%)	(8,433)				(8,433)
Assessment levy: net	202,400	\$ 154,017	\$ 48,383	\$ 202,400	202,400
Interest	-	13	-	13	-
Total revenues	<u>202,400</u>	<u>154,030</u>	<u>48,383</u>	<u>202,413</u>	<u>202,400</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	55,000	-	55,000	55,000	60,000
Principal prepayment	-	-	15,000	15,000	-
Interest	142,225	71,113	71,112	142,225	140,094
Total debt service	<u>197,225</u>	<u>71,113</u>	<u>141,112</u>	<u>212,225</u>	<u>200,094</u>
<b>Other fees and charges</b>					
Tax collector	4,217	3,079	1,138	4,217	4,217
Total other fees & charges	<u>4,217</u>	<u>3,079</u>	<u>1,138</u>	<u>4,217</u>	<u>4,217</u>
Total expenditures	<u>201,442</u>	<u>74,192</u>	<u>142,250</u>	<u>216,442</u>	<u>204,311</u>
Net increase/(decrease) of fund balance	958	79,838	(93,867)	(14,029)	(1,911)
Fund balance - beginning (unaudited)	211,504	216,682	296,520	216,682	202,653
Fund balance - ending (projected)	<u>\$ 212,462</u>	<u>\$ 296,520</u>	<u>\$ 202,653</u>	<u>\$ 202,653</u>	<u>200,742</u>
Use of fund balance:					
Debt service reserve account balance (required)					(101,507)
Interest expense - December 15, 2023					(68,884)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 30,351</u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2018 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
12/15/21			71,112.50	71,112.50	2,970,000.00
06/15/22	55,000.00	3.875%	71,112.50	126,112.50	2,915,000.00
12/15/22			70,046.88	70,046.88	2,915,000.00
06/15/23	60,000.00	3.875%	70,046.88	130,046.88	2,855,000.00
12/15/23			68,884.38	68,884.38	2,855,000.00
06/15/24	60,000.00	3.875%	68,884.38	128,884.38	2,795,000.00
12/15/24			67,721.88	67,721.88	2,795,000.00
06/15/25	65,000.00	4.500%	67,721.88	132,721.88	2,730,000.00
12/15/25			66,259.38	66,259.38	2,730,000.00
06/15/26	65,000.00	4.500%	66,259.38	131,259.38	2,665,000.00
12/15/26			64,796.88	64,796.88	2,665,000.00
06/15/27	70,000.00	4.500%	64,796.88	134,796.88	2,595,000.00
12/15/27			63,221.88	63,221.88	2,595,000.00
06/15/28	70,000.00	4.500%	63,221.88	133,221.88	2,525,000.00
12/15/28			61,646.88	61,646.88	2,525,000.00
06/15/29	75,000.00	4.500%	61,646.88	136,646.88	2,450,000.00
12/15/29			59,959.38	59,959.38	2,450,000.00
06/15/30	80,000.00	4.875%	59,959.38	139,959.38	2,370,000.00
12/15/30			58,009.38	58,009.38	2,370,000.00
06/15/31	85,000.00	4.875%	58,009.38	143,009.38	2,285,000.00
12/15/31			55,937.50	55,937.50	2,285,000.00
06/15/32	85,000.00	4.875%	55,937.50	140,937.50	2,200,000.00
12/15/32			53,865.63	53,865.63	2,200,000.00
06/15/33	90,000.00	4.875%	53,865.63	143,865.63	2,110,000.00
12/15/33			51,671.88	51,671.88	2,110,000.00
06/15/34	95,000.00	4.875%	51,671.88	146,671.88	2,015,000.00
12/15/34			49,356.25	49,356.25	2,015,000.00
06/15/35	100,000.00	4.875%	49,356.25	149,356.25	1,915,000.00
12/15/35			46,918.75	46,918.75	1,915,000.00
06/15/36	105,000.00	4.875%	46,918.75	151,918.75	1,810,000.00
12/15/36			44,359.38	44,359.38	1,810,000.00
06/15/37	110,000.00	4.875%	44,359.38	154,359.38	1,700,000.00
12/15/37			41,678.13	41,678.13	1,700,000.00
06/15/38	115,000.00	4.875%	41,678.13	156,678.13	1,585,000.00
12/15/38			38,875.00	38,875.00	1,585,000.00
06/15/39	120,000.00	5.000%	38,875.00	158,875.00	1,465,000.00
12/15/39			35,875.00	35,875.00	1,465,000.00
06/15/40	130,000.00	5.000%	35,875.00	165,875.00	1,335,000.00
12/15/40			32,625.00	32,625.00	1,335,000.00
06/15/41	135,000.00	5.000%	32,625.00	167,625.00	1,200,000.00
12/15/41			29,250.00	29,250.00	1,200,000.00
06/15/42	140,000.00	5.000%	29,250.00	169,250.00	1,060,000.00

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2018 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
12/15/42			25,750.00	25,750.00	1,060,000.00
06/15/43	150,000.00	5.000%	25,750.00	175,750.00	910,000.00
12/15/43			22,000.00	22,000.00	910,000.00
06/15/44	160,000.00	5.000%	22,000.00	182,000.00	750,000.00
12/15/44			18,000.00	18,000.00	750,000.00
06/15/45	165,000.00	5.000%	18,000.00	183,000.00	585,000.00
12/15/45			13,875.00	13,875.00	585,000.00
06/15/46	175,000.00	5.000%	13,875.00	188,875.00	410,000.00
12/15/46			9,500.00	9,500.00	410,000.00
06/15/47	185,000.00	5.000%	9,500.00	194,500.00	225,000.00
12/15/47			4,875.00	4,875.00	225,000.00
06/15/48	195,000.00	5.000%	4,875.00	199,875.00	30,000.00
<b>Total</b>	<b>2,940,000.00</b>		<b>2,452,143.88</b>	<b>5,392,143.88</b>	

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

On-Roll Assessments						
Parcel	Product	Sq. Ft. /Units	FY 2023 O&M Assessment per 1,000 Sq. Ft./Unit	FY 2023 DS Assessment per 1,000 Sq. Ft./Unit	FY 2023 Total Assessment per 1,000 Sq. Ft./Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./Unit
<b><u>Non-Residential</u></b>						
Commercial Parcel 5	Retail	105,070	423.90	-	423.90	423.90
Commercial Parcel 5	Hotel	100	254.34	-	254.34	254.34
Commercial Parcel 6	Retail	73,310	423.90	-	423.90	423.90
Commercial Parcel 7	Retail	-	-	-	-	-
Commercial Parcel 8	Retail	-	-	-	-	-
Office Parcel 9	Office	-	-	-	-	-
<b>Total</b>		<b>178,480</b>				
<b><u>Residential</u></b>						
Residential Parcel 1	TH 22.5'	109	847.81	1,088.02	1,935.83	1,935.83
Residential Parcel 2/3	SF 40'	184	867.72	2,690.15	3,557.87	3,557.87
Residential Parcel 2/3- Prepaid	SF 40'	3	867.72	-	867.72	867.72
Residential Parcel 4	MF	348	254.34	-	254.34	254.34
Residential Parcel 5	MF	298	254.34	-	254.34	254.34
Residential Parcel 10/11	SF 63'	47	853.12	3,104.13	3,957.25	3,957.29
Residential Parcel 10/11 - Reduced	SF 63'	13	853.12	2,604.21	3,457.33	3,457.37
Residential Parcel 10/11 - Prepaid	SF 63'	2	853.12	-	853.12	853.16
Residential Parcel 10/11	Villa 37.5'	30	853.12	3,114.80	3,967.92	3,967.96
Residential Parcel 10/11- Reduced	Villa 37.5'	2	853.12	2,719.05	3,572.17	3,572.21
Residential Parcel 12	Villa 37.5'	90	853.12	3,114.80	3,967.92	3,967.96
Residential Parcel 12 - Reduced	Villa 37.5'	21	853.12	2,719.05	3,572.17	3,572.21
Residential Parcel 12 - Prepaid	Villa 37.5'	23	853.12	-	853.12	853.16
Residential Parcel 13	SF 53'	84	853.12	3,227.14	4,080.26	4,080.30
Residential Parcel 13 - Reduced	SF 53'	48	853.12	2,816.73	3,669.85	3,669.89
Residential Parcel 13 - Prepaid	SF 53'	15	853.12	-	853.12	853.16
Residential Parcel 14	SF 73'	112	853.12	3,575.24	4,428.36	4,428.40
Residential Parcel 14 - Prepaid	SF 73'	7	853.12	-	853.12	853.16
<b>Total</b>		<b>1,436</b>				

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

<b>Off-Roll Assessments</b>
-----------------------------

Product/Parcel	Product	Sq. Ft. /Units	FY 2023 O&M Assessment per 1,000 Sq. Ft./Unit	FY 2023 DS Assessment per 1,000 Sq. Ft./Unit	FY 2023 Total Assessment per 1,000 Sq. Ft./Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./Unit
<b><u>Non-Residential</u></b>						
Commercial Parcel 5	Retail	-	398.47	363.34	761.81	761.81
Commercial Parcel 6	Retail	-	398.47	363.34	761.81	761.81
Commercial Parcel 7	Retail	100,000	398.47	363.34	761.81	761.81
Commercial Parcel 8	Retail	175,000	398.47	363.34	761.81	761.81
Office Parcel 9	Office	100,000	398.47	248.61	647.08	647.08
<b>Total</b>		<b>375,000</b>				
<b><u>Residential</u></b>						
Residential Parcel 1	TH 22.5'	97	796.94	1,023.61	1,820.55	1,820.55
Residential Parcel 2/3	SF 40'	-	-	-	-	-
Residential Parcel 2/3- Prepaid	SF 40'	-	-	-	-	-
Residential Parcel 4	MF	-	-	-	-	-
Residential Parcel 10/11	SF 63'	-	-	-	-	-
Residential Parcel 10/11 - Reduced	SF 63'	-	-	-	-	-
Residential Parcel 10/11	Villa 37.5'	-	-	-	-	-
Residential Parcel 12	Villa 37.5'	-	-	-	-	-
Residential Parcel 12 - Reduced	Villa 37.5'	-	-	-	-	-
Residential Parcel 12 - Prepaid	Villa 37.5'	-	-	-	-	-
Residential Parcel 13	SF 53'	-	-	-	-	-
Residential Parcel 13 - Reduced	SF 53'	-	-	-	-	-
Residential Parcel 13 - Prepaid	SF 53'	-	-	-	-	-
Residential Parcel 14	SF 73'	-	-	-	-	-
<b>Total</b>		<b>97</b>				

**Note:** The exact number of units that will be assessed on-roll and off-roll will be updated after June 2022 based on information received from the St. Johns County Property Appraiser's Office

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**11**

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2022**

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2022**

	General Fund	Debt Service Fund Series 2016	Debt Service Fund Series 2018	Capital Projects Fund Series 2016	Capital Projects Fund Series 2018	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$ 1,288,938	\$ -	\$ -	\$ -	\$ -	\$ 1,288,938
Investments						
Revenue 2016A-1	-	807,333	-	-	-	807,333
Revenue 2016A-2	-	624,906	-	-	-	624,906
Revenue 2018	-	-	189,929	-	-	189,929
Reserve 2016 A-1	-	1,160,668	-	-	-	1,160,668
Reserve 2016 A-2	-	556,250	-	-	-	556,250
Reserve 2018	-	-	101,507	-	-	101,507
Prepayment 2016A-1	-	2,892	-	-	-	2,892
Prepayment 2018	-	-	2,455	-	-	2,455
Construction 2016 BAN	-	-	-	4,713	-	4,713
Construction 2016 A-1	-	-	-	16	-	16
Construction 2016 A-2	-	-	-	12,875	-	12,875
Construction 2018	-	-	-	-	305	305
Cost of issuance 2016 BAN	-	923	-	-	-	923
Cost of issuance 2016 A-1	-	5,141	-	-	-	5,141
Cost of issuance 2016 A-2	-	5,141	-	-	-	5,141
Interest 2016A-2	-	2,575	-	-	-	2,575
Redemption 2016 BAN	-	3,217	-	-	-	3,217
Redemption 2016 A-1	-	466	-	-	-	466
Interest receivable	-	160	15	1	-	176
Due from Sentosa Beachwalk II	11,122	-	-	-	-	11,122
Due from Beachwalk Retail	33,421	-	-	-	-	33,421
Due from 789 Development	9,192	76,460	-	-	-	85,652
Due from general fund	-	22,760	2,629	-	-	25,389
Due from debt service fund	37,664	-	-	-	-	37,664
Total assets	<u>\$ 1,380,337</u>	<u>\$ 3,268,892</u>	<u>\$ 296,535</u>	<u>\$ 17,605</u>	<u>\$ 305</u>	<u>\$ 4,963,674</u>



**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2022**

	General Fund	Debt Service Fund Series 2016	Debt Service Fund Series 2018	Capital Projects Fund Series 2016	Capital Projects Fund Series 2018	Total Governmental Funds
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable on-site	\$ 5,115	\$ -	\$ -	\$ -	\$ -	\$ 5,115
Due to Developer	2,999	-	-	-	-	2,999
Due to general fund	-	37,664	-	-	-	37,664
Due to debt service fund	25,389	-	-	-	-	25,389
Developer advance	2,500	-	-	-	-	2,500
Total liabilities	<u>36,003</u>	<u>37,664</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>73,667</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	53,735	76,620	15	1	-	130,371
Total deferred inflows of resources	<u>53,735</u>	<u>76,620</u>	<u>15</u>	<u>1</u>	<u>-</u>	<u>130,371</u>
Fund balances:						
Restricted for:						
Debt service	-	3,154,608	296,520	-	-	3,451,128
Capital projects	-	-	-	17,604	305	17,909
Unassigned	1,290,599	-	-	-	-	1,290,599
Total fund balances	<u>1,290,599</u>	<u>3,154,608</u>	<u>296,520</u>	<u>17,604</u>	<u>305</u>	<u>4,759,636</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,380,337</u>	<u>\$ 3,268,892</u>	<u>\$ 296,535</u>	<u>\$ 17,605</u>	<u>\$ 305</u>	<u>\$ 4,963,674</u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 11,977	\$ 687,749	\$ 815,118	84%
Assessment levy: off-roll	-	29,990	226,729	13%
Total revenues	<u>11,977</u>	<u>717,739</u>	<u>1,041,847</u>	69%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	4,000	0%
FICA	-	-	306	0%
District engineer	-	-	5,000	0%
General counsel	2,813	4,313	24,000	18%
District manager	4,167	25,000	50,000	50%
Debt service fund accounting: 2016 master bonds	418	2,508	5,017	50%
Debt service fund accounting: 2016 sub bonds	207	1,242	2,483	50%
Debt service fund accounting: Lennar bonds	292	1,750	3,500	50%
Arbitrage rebate calculation	-	-	750	0%
Audit	-	-	6,010	0%
Postage	15	352	750	47%
Insurance - GL, PL	-	11,930	13,175	91%
Legal advertising	-	-	1,200	0%
Mailed notices	-	-	1,600	0%
Miscellaneous - bank charges	-	509	750	68%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Dissemination agent	167	1,000	2,000	50%
Annual district filing fee	-	175	175	100%
Trustee	3,500	10,500	10,500	100%
Total professional & administrative	<u>11,579</u>	<u>59,279</u>	<u>132,131</u>	45%
<b>Field Operations</b>				
Landscape maintenance				
Field operations manager	-	-	9,600	0%
Beachwalk Blvd (inc. main entries)	24,224	145,344	350,000	42%
CR 210 - median	-	-	30,000	0%
Tree/plant replacement	-	-	50,000	0%
Annuals rotation	-	-	18,000	0%
Mulch	-	-	171,000	0%
Irrigation repairs	-	-	12,000	0%
Irrigation water	16,855	84,284	295,000	29%
Aquatic maintenance	1,787	8,935	21,500	42%
Road maintenance	-	-	15,000	0%
Accounting	624	3,750	7,500	50%
Total field operations	<u>43,490</u>	<u>242,313</u>	<u>979,600</u>	25%

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>Other fees &amp; charges</b>				
Tax collector	240	13,757	16,982	81%
Total other fees & charges	240	13,757	16,982	81%
Total expenditures	55,309	315,349	1,128,713	28%
Excess/(deficiency) of revenues over/(under) expenditures	(43,332)	402,390	(86,866)	
Fund balances - beginning	1,333,931	888,209	591,365	
Fund balances - ending	<u>\$ 1,290,599</u>	<u>\$ 1,290,599</u>	<u>\$ 504,499</u>	

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2016 BANS & 2016 BONDS  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ 23,224	\$ 1,333,622	\$ 1,747,945	76%
Assessment levy: off-roll 2016A-1	-	126,624	224,070	57%
Assessment prepayments	-	118,048	-	N/A
Interest 2016 A-1	14	95	-	N/A
Interest 2016 A-2	8	59	-	N/A
Total revenues	<u>23,246</u>	<u>1,578,448</u>	<u>1,972,015</u>	80%
<b>EXPENDITURES</b>				
Principal 2016A-1	-	285,000	285,000	100%
Principal 2016A-2	-	130,000	130,000	100%
Principal prepayment 2016A-1	-	170,000	-	N/A
Principal prepayment 2016A-2	-	165,000	-	N/A
Interest 2016A-1	-	522,183	1,031,969	51%
Interest 2016A-2	-	257,038	510,825	50%
Total debt service	<u>-</u>	<u>1,529,221</u>	<u>1,957,794</u>	78%
<b>Other fees &amp; charges</b>				
Tax collector	465	26,674	36,416	73%
Total other fees and charges	<u>465</u>	<u>26,674</u>	<u>36,416</u>	73%
Total expenditures	<u>465</u>	<u>1,555,895</u>	<u>1,994,210</u>	78%
Excess/(deficiency) of revenues over/(under) expenditures	22,781	22,553	(22,195)	
Fund balances - beginning	<u>3,131,827</u>	<u>3,132,055</u>	<u>3,059,887</u>	
Fund balances - ending	<u>\$ 3,154,608</u>	<u>\$ 3,154,608</u>	<u>\$ 3,037,692</u>	

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018 BONDS  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 2,682	\$ 154,017	\$ 202,400	76%
Interest	2	13	-	N/A
Total revenues	<u>2,684</u>	<u>154,030</u>	<u>202,400</u>	76%
<b>EXPENDITURES</b>				
Principal	-	-	55,000	0%
Interest	-	71,113	142,225	50%
Total debt service	<u>-</u>	<u>71,113</u>	<u>197,225</u>	36%
<b>Other fees &amp; charges</b>				
Tax collector	53	3,079	4,217	73%
Total other fees and charges	<u>53</u>	<u>3,079</u>	<u>4,217</u>	73%
Total expenditures	<u>53</u>	<u>74,192</u>	<u>201,442</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	2,631	79,838	958	
Fund balances - beginning	293,889	216,682	211,504	
Fund balances - ending	<u>\$ 296,520</u>	<u>\$ 296,520</u>	<u>\$ 212,462</u>	

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2016 BANS & 2016 BONDS  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest 2016 A-2	\$ 1	\$ 1
Total revenues	1	1
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1	1
Fund balances - beginning	17,603	17,603
Fund balances - ending	\$ 17,604	\$ 17,604

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2018 BONDS  
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	305	305
Fund balances - ending	<u><u>\$ 305</u></u>	<u><u>\$ 305</u></u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**12**



**DRAFT**

**MINUTES OF MEETING  
TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Twin Creeks North Community Development District held multiple Public Hearings and a Regular Meeting on September 7, 2021 at 12:15 p.m., in the St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084.

**Present at the meeting were:**

John Kinsey	Chair
Zenzi Rogers	Vice Chair
Bryan Kinsey	Assistant Secretary
Steven Jordan	Assistant Secretary
Jared Bouskila (via telephone)	Assistant Secretary

**Also present were:**

Daniel Rom	District Manager
Sue Delegal (via telephone)	District Counsel
Brenda McCarthy (via telephone)	American Landmark
Danny Tanton	Resident
Neal Shact	Resident
Jennifer Dumas	Resident
Lisa Nichols	Resident
Charlie Arnold	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 12:16 p.m. Supervisors Bryan Kinsey, John Kinsey, Rogers and Jordan were present in person. Supervisor Bouskila was attending via telephone.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

40 **THIRD ORDER OF BUSINESS****Public Hearing on Adoption of Fiscal Year  
2021/2022 Budget**41  
4243 **A. Proof/Affidavit of Publication**

44 The affidavit of publication was included for informational purposes.

45 **B. Consideration of Resolution 2021-06, Relating to the Annual Appropriations and**  
46 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**  
47 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**  
48 **Date**49 Mr. Rom reviewed the proposed Fiscal Year 2022 budget, which was unchanged since it  
50 was last presented.

51

52 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**  
53 **favor, the Public Hearing was opened.**

54

55

56 Resident Neal Schact asked if there was a way for the CDD to refinance the original debt  
57 that was borrowed at a lower interest and if there was a call provision on the existing bonds.  
58 Mr. Rom stated the call period is typically 10 years and the bonds were not callable at this time.59 Resident Jennifer Dumas voiced her opinion that the ponds were overrun with algae,  
60 overgrown vegetation and cattails and the landscape was inundated with weeds. She asked  
61 how the CDD assessments that she pays are being utilized as, in her opinion, the community is  
62 not being properly maintained. She wanted to know what ensures that landscape maintenance  
63 will improve when the assessments increase.64 Mr. John Kinsey stated landscape maintenance has been ongoing and Staff is finalizing a  
65 Request for Proposals (RFP) for a new contractor for future landscape repairs and replacement,  
66 for which the CDD has been accruing funds over the last few years. There is a plan to remove all  
67 of the dead plantings and weeds and clean out the area, through January, in preparation for  
68 new plant and palm tree installations at the entranceways in April. There will be a dramatic  
69 transformation with improved landscaping and lake maintenance in spring.

70 Resident Lisa Nichols reiterated Ms. Dumas’ comments about the weeds. She asked  
 71 about the RFP and expressed her hope that the CDD was not waiting for a nationally known  
 72 coffee company to relocate to the area to make the improvements. She asked for the shrubs at  
 73 the Dorado entrance to be lowered, as, in her opinion, it is difficult for motorists to see passing  
 74 golf carts. She asked for Taylor Morrison (TM) to install a “One Way” sign at the end of the  
 75 property because she believed that motorists are mistakenly driving the wrong way.

76 Mr. John Kinsey stated the RFP was slightly more complicated than expected. The plant  
 77 replacement timing has nothing to do with waiting for any businesses to come into the area.  
 78 The shrubs at the Dorado entrance would be inspected and “One Way” signage would be  
 79 installed in the area mentioned.

80

81 **On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor,**  
 82 **the Public Hearing was closed.**

83

84

85

Mr. Rom presented Resolution 2021-06 and read the title.

86

87 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**  
 88 **favor, Resolution 2021-06, Relating to the Annual Appropriations and Adopting**  
 89 **the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**  
 90 **September 30, 2022; Authorizing Budget Amendments; and Providing an**  
 91 **Effective Date, was adopted.**

92

93

94 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments  
 and Objections on the Imposition of  
 Maintenance and Operation Assessments  
 to Fund the Budget for Fiscal Year  
 2021/2022, Pursuant to Florida Law**

99

100 **A. Proof/Affidavit of Publication**

101 The affidavit of publication was included for informational purposes

102 **B. Mailed Notice(s) to Property Owners**

103 The Notices were included for informational purposes.

104 C. Consideration of Resolution 2021-07, Making a Determination of Benefit and Imposing  
 105 Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and  
 106 Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for  
 107 Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an  
 108 Effective Date

109

110 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**  
 111 **favor, the Public Hearing was opened.**

112

113

114 There were no public comments.

115

116 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**  
 117 **favor, the Public Hearing was closed.**

118

119

120 Mr. Rom presented Resolution 2021-07.

121

122 **On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor,**  
 123 **Resolution 2021-07, Making a Determination of Benefit and Imposing Special**  
 124 **Assessments for Fiscal Year 2021/2022; Providing for the Collection and**  
 125 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**  
 126 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**  
 127 **Providing an Effective Date, was adopted.**

128

129

130 **FIFTH ORDER OF BUSINESS**

**Presentation of Audited Financial Report**  
**for the Fiscal Year Ended September 30,**  
**2020, Prepared by Berger, Toombs, Elam,**  
**Gaines & Frank**

131

132

133

134

135 Mr. Rom presented the Audited Financial Report for the Fiscal Year Ended September  
 136 30, 2020 and noted the pertinent information. There were no findings, irregularities,  
 137 deficiencies on internal control or instances of non-compliance; it was a clean audit.

138

139 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2021-08,  
Hereby Accepting the Audited Annual  
Financial Report for the Fiscal Year Ended  
September 30, 2020

140  
141  
142  
143  
144

Mr. Rom presented Resolution 2021-08.

145

**On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, Resolution 2021-08, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2020, was adopted.**

146  
147  
148  
149  
150

151 **SEVENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial  
Statements as of July 31, 2021

152  
153  
154

Mr. Rom presented the Unaudited Financial Statements as of July 31, 2021.

155

**On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, the Unaudited Financial Statements as of July 31, 2021, were accepted.**

156  
157  
158  
159

160 **EIGHTH ORDER OF BUSINESS**

Approval of May 18, 2021 Regular Meeting  
Minutes

161  
162  
163

Mr. Rom presented the May 18, 2021 Regular Meeting Minutes.

164

**On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor, the May 18, 2021 Regular Meeting Minutes, as presented, were approved.**

165  
166  
167  
168

169 **NINTH ORDER OF BUSINESS**

Staff Reports

170  
171

**A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.***

172  
173

Ms. Delegal stated the Florida Legislature introduced several bills that will affect CDD operations and impose requirements, as follows:

174  
175

- An additional annual report requirement regarding the number of CDD employees and contractors and compensation.

- 176 ➤ CDD spending.
- 177 ➤ Modifications of the criteria regarding publication of notice
- 178 ➤ Protections of governmental entities involving actions related to COVID, assuming
- 179 certain steps are taken.
- 180 ➤ Some bills are related to impact fees, competitive bidding, etc. District Management and
- 181 District Counsel will apply as necessary.
- 182 ➤ A new bill requires CDD that provide wastewater and stormwater management services
- 183 to develop a Needs Analysis for the next 20 years, including a description of the facilities,
- 184 projected services, cost calculations, etc. T first Report will be due by June 2022, with updates
- 185 every five years thereafter. Staff will need to start work on this soon.
- 186 Mr. Rom would distribute the memos to the Board Members.

187 **B. District Engineer: *Prosser, Inc.***

188 There was no report.

189 **C. Field Operations Liaison: *Steven Jordan***

190 There was being no report.

191 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

192 **I. Update: RFP FOR Landscape Maintenance Services**

193 The RFP was being finalized and it would be advertised soon.

194 **II. NEXT MEETING DATE: November 16, 2021 at 12:15 P.M.**

195 ○ **QUORUM CHECK**

196 The next meeting would be held on November 16, 2021, unless cancelled.

197

198 **TENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

199

200 There were no Board Members' comments or requests.

201

202 **ELEVENTH ORDER OF BUSINESS**

**Public Comments**

203

204 There were no public comments.

205

206

207 **TWELFTH ORDER OF BUSINESS**

**Adjournment**

208

209           There being nothing further to discuss, the meeting adjourned.

210

211           **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**  
212           **favor, the meeting adjourned at 12:46 p.m.**

213

214

215

216

217

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

218  
219  
220  
221  
222

---

Secretary/Assistant Secretary

---

Chair/Vice Chair



**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**13D**

## TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

#### LOCATION

*St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084*

*\*Home2 Suites by Hilton St Augustine I-95, 270 Outlet Mall Blvd, St. Augustine, Florida 32084*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 16, 2021 <b>CANCELED</b>	Regular Meeting	12:15 P.M.
January 18, 2022 <b>CANCELED</b>	Regular Meeting	12:15 P.M.
March 15, 2022 <b>CANCELED</b>	Regular Meeting	12: 15 P.M.
April 26, 2022* <b>CANCELED</b> NO QUORUM	Regular Meeting	1:00 P.M.
May 16, 2022*	Regular Meeting	11:30 A.M. <sup>1</sup>
May 24, 2022*	Regular Meeting	1:00 P.M.
July 26, 2022*	Regular Meeting	1:00 P.M.
September 27, 2022*	Regular Meeting	1:00 P.M.

<sup>1</sup> May 16, 2022 meeting will begin immediately following the adjournment of the Creekside at Twin Creeks Community Development District meeting, scheduled to commence at 11:30 a.m.