

TWIN CREEKS NORTH

**COMMUNITY DEVELOPMENT
DISTRICT**

November 1, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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

October 25, 2023

Board of Supervisors
Twin Creeks North Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Twin Creeks North Community Development District will a Regular Meeting on November 1, 2023 at 1:15 p.m., or immediately following adjournment of the Creekside at Twin Creeks CDD Meeting, at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of St. Johns County Drainage Easement
4. Discussion: Intended Usage of Easement Surrounding Lakes
5. Consideration of STA Blue, LLC Commercial Pool Service Agreement
6. Consideration of Field Operations Agreement with Beachwalk Club
7. Update: Letter to Lennar Regarding Reclaimed Water Irrigation System for Reef
8. Consent Agenda Items
 - A. Acceptance of Unaudited Financial Statements as of September 30, 2023
 - B. Approval of August 22, 2023 Public Hearings and Regular Meeting Minutes
9. 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: November 28, 2023 at 1:15 PM, *or immediately following the adjournment of the Creekside at Twin Creeks CDD Meeting, scheduled to commence at 12:15 PM*

○ QUORUM CHECK

SEAT 1	JOHN KINSEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHRIS MCKINNEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	NEAL SHACT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	BRYAN KINSEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JARED BOUSKILA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

10. Board Members' Comments/Requests

11. Public Comments

12. 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**

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STA Blue, LLC

CPC1459583

177 Whitland Way

St. Augustine, FL 32086

P: 904.872.2220

E: stabluepools904@gmail.com



COMMERCIAL POOL SERVICE AGREEMENT

This agreement is entered into by and between **STA Blue, LLC** and **Twin Creeks North CDD** at 2300 Glades Road, Suite 410W Boca Raton, FL 33231 for the maintenance account of Beachwalk Club entry fountains along Beachwalk Boulevard.

OVERVIEW:

STA Blue, LLC agrees to properly maintain the neighborhood entry fountains in accordance with Health Department codes & requirements. The following tasks will be conducted each visit:

- Skimming surfaces of floating debris
- Vacuuming
- Brushing of walls & bottoms
- Cleaning of perimeter drains
- Cleaning of filtration systems
- Testing and balancing water chemistry
- Preventive maintenance of all equipment
- Keeping equipment areas neat and free of rubbish
- Proper storage of chemicals

Cost & frequency of service dates:

*3 Days/ week, 156 visits/ year **\$8,500.00***

Invoices are sent on the first day of each month. Payment is due by the last day of each month of service by check, credit card or ACH transfer. Services will be suspended if no payment is made by the last week of the following month.

Chemicals:

STA Blue, LLC agrees to include all chemicals needed in monthly cost.

Indemnities:

STA Blue, LLC will not be held responsible for damages caused by severe weather events, landscaping services, construction operations, corrosion of mechanical equipment, underground plumbing leaks or static shell leaks.

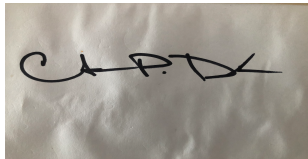
Repairs:

In the event of a fountain related equipment failure or malfunction, *Twin Creeks North CDD* agrees to incur an additional service call charge of \$120.00 per hour plus the cost of replacement equipment/ items with authorization from HOA manager.

Any items under \$50 will be replaced without authorization from HOA as a matter of routine maintenance.

Clean up of fountains from natural disasters will also incur this service charge.

STA Blue, LLC will maintain an active Certified Pool Contractors License and a Liability Insurance policy while working with Twin Creeks North CDD.



9/25/23

Chris Dehr, Principal

Date

Twin Creeks North CDD
Represented

Date

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

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**FIELD OPERATIONS AGREEMENT BETWEEN
TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
AND
BEACHWALK CLUB, INC**

This Field Operations Agreement (the “Agreement”) is made and entered into this 1st day of November, 2023 (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 unincorporated St. Johns County, Florida, and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”);

and

BEACHWALK CLUB, INC., a Florida not-for-profit corporation, whose mailing address is 100 Beachwalk Club Drive, Saint Johns, Florida 32259 (the “Association”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended; and

WHEREAS, the District and the Association have determined that it is in the best interests of both parties to enter into this Agreement for on-site field operations services to provide for a more efficient model for maintaining, operating, and managing District improvements, services, and responsibilities; and

WHEREAS, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, owns or is otherwise responsible for the maintenance, management, and operation of, among other things, the stormwater management, landscaping and irrigation, road rights-of-way, entry fountains and features, and lakes and aquatic areas (the “Improvements”), all of which Improvements are located within the boundaries of the District which Improvements, and the location thereof, are more particularaly shown in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, the District is the owner of the Improvements; and

WHEREAS, the Association, as part of its responsibilities, also provides on-site property management to common and recreational areas, and certain other services for non-CDD lands and areas within the District; and

WHEREAS, the Association and the District have determined that, at this time, it is most efficient and cost-effective for the Association to furnish certain field management services to the District using the Association contractor and its onsite property management staff (collectively, the “Contractor”); and

WHEREAS, the field management services contemplated under this Agreement are anticipated to be provided in two phases and are more particularly described in Exhibit B, attached hereto and made a part hereof, with Phase 1 of said Services (“Phase 1”) to be provided starting on the Effective Date and Phase 2 of said Services to be provided at a later date for the compensation determined by the parties by written amendment to this Agreement Services (“Phase 2,” together with Phase 1, the “Services”); and

WHEREAS, each party has agreed on behalf of and for the benefit of its members and the property owners within the District that it is in the best interest of all owners and residents within the District that the Association, on behalf of the District provide such Services, as provided herein.

NOW, THEREFORE, based upon good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1.0 Recitals.

1.1 The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

2.0 Performance of Field Management Services.

2.1 The Association shall perform or cause to be performed the Services that are more particularly described in Exhibit B, attached hereto and made a part hereof. Phase 1 shall be provided starting on the Effective Date. Phase 2 is not to be provided by the Association under this Agreement until such time as the parties have entered into a written amendment to this Agreement that includes a start date for the provision of Phase 2 and any additional compensation to be paid by the District to the Association for Phase 2.

2.2 Notwithstanding anything to the contrary herein, the Association shall not, without the prior approval of the District, take or attempt any actions related to the District or its Improvements, which is not provided for herein or which would be in conflict with the express instructions of the District.

2.3 Association agrees to comply with any and all laws concerning public records (See Section 8.0 below) and open meetings (Florida’s Sunshine Law) that may be applicable as a result of this Agreement and to seek independent legal advice as reasonably necessary to ensure such compliance.

2.4 Nothing herein shall be construed or interpreted to limit or prohibit the provision of Services or similar services by the District, its District Manager and staff, its officers, agents, or employees.

3.0 Responsibilities of the District.

3.1 The District shall allow access to the Association and its authorized agents to the District property and facilities where the Improvements are situated in order that the Association may conduct the Services that are the subject of this Agreement.

3.2 The District shall furnish the Association with amendments to its rules and regulations, copies of service agreements, amendments, and changes orders, and any data and other information available to District which will assist Association in performing the Services, in which event Association shall be entitled to rely on the accuracy and sufficiency of such data and information.

4.0 Compensation

4.1 Provided and to the extent that the Services are being provided by the Association, the District shall compensate the Association for the Services completed pursuant to this Agreement in the initial annual amount not-to-exceed FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS (the “Phase 1 Contract Amount”) which shall be payable in twelve (12) equal monthly installments of ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$1,250.00) DOLLARS each, with the first payment under this Agreement being due on December 1, 2023 (for Services provided during the month of November 2023).

4.2 Should the parties enter into an amendment to this Agreement for the Association to provide Phase 2 Services, the agreed upon annual (“Phase 2 Contract Amount”) shall be paid in twelve (12) equal monthly equal installments.

4.3 The District shall also compensate the Association for pre-approved (by the District Manager of the District) reimbursable expenses relating to the Services.

5.0 Indemnification

5.1 With respect to any claims, demands, or causes of action arising out of or in connection with this Agreement, District and Association shall be responsible for their respective own acts, omissions and negligence, and the acts, omission, and negligence of their respective officers, directors, employees, servants, and agents. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

6.0 Insurance

6.1 During the term of this Agreement, the Association and the District shall have in effect insurance with those limits specified in this Article. Copies of said insurance policy or certificate of insurance must be furnished by each party to other party immediately after execution of this Agreement by the District and the Association. Either party may request from the other party proof of insurance or the name and phone number of insurer at any time during the term of the Agreement, and the party receiving such request shall respond with said proof of insurance within five (5) days of the request. Failure to provide the proof of insurance required in this section or the name and phone number of insurer as requested shall constitute grounds for termination of this Agreement.

6.2 The Association, at its own cost and expense, shall keep in force at all times, and shall maintain the following during the terms of this Agreement:

6.2.1 Comprehensive General Liability Insurance with minimum limits of coverage of One Million (\$1,000,000.00) Dollars per occurrence and One Million (\$1,000,000) Dollars aggregate covering the District and operations, including coverage for Products and completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Personal injury, with all Care, Custody and Control exclusions deleted, covering all claims for bodily injury, including death, property damage, and personal injury, including claims for false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation, wrongful entry or eviction, or other invasion of right of private occupancy.

6.2.2 Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof in the minimum amount of One Million (\$1,000,000.00) Dollars.

6.2.3 Workers' Compensation Insurance as required by Florida Statutes.

6.3 The Association shall insure that the Contractor(s) of the Association providing such Services shall maintain at all times during the term of this Agreement insurance in the amounts and under the policies described in Section 6.2 above. Each policy referenced in Sections 6.2 and 6.3 shall provide that Twin Creeks Community Development District is an additional named insured, and that the District shall be notified by the insurer in writing of any cancellation at least thirty (30) days prior to the effective date of cancellation. The Association shall provide the District with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form acceptable to the District.

6.4 The District, at its own cost and expense, shall keep in force at all times, and shall maintain the following during the terms of this Agreement:

6.4.1 Public Entity General Liability Insurance with minimum limits of coverage of One Million (\$1,000,000.00) Dollars per occurrence covering bodily injury and property damage.

6.4.2 Workers' Compensation Insurance, as and if required by Florida Statutes.

6.5 The District shall provide the Association with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form acceptable to the Association. Within five (5) days of a change to or cancellation of any of the insurance policies referenced in Section 6.4 above, District shall notify Association of such change(s).

7.0 Term of Agreement; Termination

7.1 This Agreement shall be effective upon execution, and unless otherwise terminated as otherwise permitted in this Agreement, shall expire on September 30, 2028. Thereafter, this Agreement shall automatically renew for additional one year periods, commencing on October 1st of the following year, unless the Association provides written notice before May 1st of the year in which the then-current term will expire that the Association intends not to renew for an additional term.

7.2 In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, either party may terminate this Agreement for convenience at any time for any reason in its sole discretion by providing at least thirty (30) days written notice to the other party of its intent to terminate this Agreement pursuant to this provision.

7.3 In the event of termination, neither party to this Agreement shall have any obligation or liability whatsoever to the other party of this Agreement. Notwithstanding, upon termination, District shall pay Association the pro-rata portion of the quarterly payment due for Services provided by Association up to the effective date of the termination.

8.0 Ownership of Books and Records

12.1 **Records.** The Association shall keep books and records pertaining to the performance of this Agreement and specifically, the Services performed on behalf of the District. Such books and records will be available at all reasonable times for examination and audit by the District and shall be kept for a period of three (3) years after the expiration or earlier termination of this Agreement. The Association shall make all such records relating to the performance of the Services under this Agreement available for inspection upon the reasonable request of District. In addition, within ten (10) days of expiration or termination of this Agreement and on or before September 30th of each year, Association shall furnish the District with copies of all records not previously provided to the District that have been received, distributed, or created, or which are existing or arising out of Association's performance of this Agreement.

8.2 In addition to the above referenced provisions, the following minimum requirements in accordance with Chapter 119, Florida Statutes, Florida's Public Records Act, shall apply:

8.2.1. Association 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:

- 8.2.1.1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- 8.2.1.2. 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
- 8.2.1.3. 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 Association does not transfer the records to the District; and
- 8.2.1.4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association 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.

8.2.2. Association 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 Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

8.2.3. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ASSOCIATION

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: romd@whhassociates.com**

9.0 Force Majeure

9.1 No party shall be considered in default in the performance of any of its obligations hereunder to the extent that the performance of such obligations, except the payment of money, is prevented or delayed by any cause, existing or future, beyond the reasonable control of the affected party or by a strike, lockout or other labor difficulty (“Force Majeure”). Nothing herein contained shall be construed as requiring any of the parties to accede to any demands of labor or labor unions, suppliers or others not a party hereto which that party considers unreasonable.

9.2 Each party hereto shall give notice promptly to the others of the nature and extent of any event of Force Majeure claimed to delay or prevent its performance under this Agreement.

10.0 Miscellaneous Provisions

10.1 Time of the Essence: Time is of the essence with respect to this Agreement.

10.2 Notices: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

AS TO THE DISTRICT: Twin Creeks North Community Development District
Wrathell , Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

AS TO THE ASSOCIATION: Beachwalk Club, Inc.
100 Beachwalk Club Drive
Saint Johns, Florida 32259
Attention: President

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 PM (at the place of delivery) or on a non-business day, shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes 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.

10.3 Entire Agreement; Cancellation/Termination of the All Prior Maintenance Agreements:

The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained. Upon the Effective Date of this Agreement, any prior maintenance agreements instruments entered into by the parties, if any, are hereby terminated, upon the mutual consent and agreement of the parties, and such prior maintenance agreements shall no longer have any force and effect.

10.4 Amendment and Waiver: This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

10.5 Severability: The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

10.6 Controlling Law; Venue: This Agreement shall be construed under the laws of the State of Florida. Venue for purposes of any litigation or administrative proceedings arising out of this Agreement or the performance thereof shall be St. Johns County, Florida.

10.7 Authority: The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10.8 Costs and Fees: In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

10.9 Mediation: The District and the Association mutually agree that in the event of any dispute arising out of this Agreement, prior to bringing any action in litigation, the parties will participate in non-binding mediation with a mediator to be mutually agreed upon by the parties. Should the parties be unable to resolve their differences at mediation, any unresolved controversy, claim or dispute shall be brought in the courts of the Seventeenth Judicial Circuit in and for Charlotte County, Florida.

10.10 Successors and Assignment: This Agreement is not assignable without the written consent of all parties, and such written consent shall not be unreasonably withheld.

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

10.12 Arm's Length Transaction: This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10.13 Execution of Documents: Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

10.14 Construction of Terms: Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

10.15 Conflicts: In the event of a conflict between any provision of this Agreement and the terms and conditions of Exhibit A or Exhibit B, then this Agreement shall control. In the event of a conflict between Exhibit A and Exhibit B, then Exhibit A shall control.

10.16. Captions: The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

10.17 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

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

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

Daniel Rom, Secretary

Print name: _____
Chair/Vice-Chair
Board of Supervisors
____ day of _____, 2023

BEACHWALK CLUB, INC., a Florida not-for-profit corporation

Witnesses:

Name: _____

Name: _____

By: _____

Print name: _____

Print title: _____

(CORPORATE SEAL)

____ day of _____, 2023

Exhibit A
Improvements

L:\111111013-34-TWIN CREEKS NORTH CDD\CADD\EXHIBITS\111013.34_Stormwater Irrigation Management.dwg [LANDSCAPE IRR] 9/1/2023 11:14:39 AM Kathy Weber

LEGEND

- CDD STORMWATER MANAGEMENT
- POA STORMWATER MANAGEMENT
- CDD LANDSCAPE AND IRRIGATION MANAGEMENT
- CDD ROADWAY MAINTENANCE



0 400 800



Exhibit B

Services

Phase 1 - Scope of Services: Field Operations Phase 1

- Interface with residents, developer and builders and service providers to ensure that anticipated service levels are being provided
- Coordinate calls and correspondence for service from residents, developer and builders with service providers

Phase 2 - Scope of Services: Field Operations Phase 2

- **Coordinate and provide contract administration for any services provided to the District by outside vendors of the District:**
 - Develop service contracts and scope(s)/specifications for the delivery of services to the District, with the assistance of the District Counsel, and bid as appropriate and as required by law
 - Ensure that contract specifications are being met through regular and periodic facilities review with service providers
 - Prepare contract amendments and change orders as necessary with the assistance of District Counsel
 - Ensure proper contractor billing is received
- **Coordinate with the District Board of Supervisors to determine the services and levels of service to be provided as part of the District's budget preparations:**
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

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From: Susan F. Delegal <sfdbclmr.com>
Sent: Wednesday, October 11, 2023 2:18 PM
To: John Kinsey <JTK@TCDevelopment.net>; Daniel Rom <romd@whhassociates.com>
Subject: Twin Creeks - Letter to Lennar re: reclaimed water irrigation system for Reef

John and Daniel: On June 20, as directed by the Board, I sent a letter to Scott Keiling of Lennar regarding the irrigation system installed by Lennar's contractor which served both the CDD and HOA property but was invoiced to and paid by the HOA for both properties.

In August, I spoke with Lennar's attorney Loreyn Raab who called me to advise that she was working on this issue with her client and would be back to me. I contacted Ms. Raab on September 19 for an update and she advised that she had recently been in touch with her client and should have a response by the end of that week. On September 29, I sent another email to Ms. Raab to follow up and have not heard anything further.

Sue

Susan F. Delegal, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, 6th Floor

Fort Lauderdale, FL. 33301
Tel: (954) 232-6333
Email: sdelegal@bclmr.com
Website: www.billingcochran.com

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**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**CONSENT
AGENDA**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2023**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	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
ASSETS						
Cash	\$ 1,018,617	\$ -	\$ -	\$ -	\$ -	\$ 1,018,617
Investments						
Revenue 2016A-1	-	910,229	-	-	-	910,229
Revenue 2016A-2	-	587,985	-	-	-	587,985
Revenue 2018	-	-	117,346	-	-	117,346
Reserve 2016 A-1	-	959,622	-	-	-	959,622
Reserve 2016 A-2	-	580,056	-	-	-	580,056
Reserve 2018	-	-	106,307	-	-	106,307
Prepayment 2016A-1	-	316,677	-	-	-	316,677
Prepayment 2016A-2	-	330,540	-	-	-	330,540
Prepayment 2018	-	-	2,571	-	-	2,571
Construction 2016 BAN	-	-	-	4,935	-	4,935
Construction 2016 A-1	-	-	-	17	-	17
Construction 2016 A-2	-	-	-	13,484	-	13,484
Construction 2018	-	-	-	-	320	320
Cost of issuance 2016 BAN	-	967	-	-	-	967
Cost of issuance 2016 A-1	-	5,384	-	-	-	5,384
Cost of issuance 2016 A-2	-	5,384	-	-	-	5,384
Interest 2016A-1	-	17	-	-	-	17
Interest 2016A-2	-	11	-	-	-	11
Interest 2018	-	-	77	-	-	77
Sinking 2018	-	-	66	-	-	66
Redemption 2016 BAN	-	676	-	-	-	676
Redemption 2016 A-1	-	3,178	-	-	-	3,178
Interest receivable	-	15,462	972	79	1	16,514
Due from Lennar	76,420	23,799	-	-	-	100,219
Due from Beachwalk Retail	33,421	-	-	-	-	33,421
Due from general fund	-	-	7,127	-	-	7,127
Due from other	7,127	-	-	-	-	7,127
Assessment receivable	10,543	17,817	2,040	-	-	30,400
Total assets	<u>\$ 1,146,128</u>	<u>\$ 3,757,804</u>	<u>\$ 236,506</u>	<u>\$ 18,515</u>	<u>\$ 321</u>	<u>\$ 5,159,274</u>

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	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
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable on-site	\$ 71,789	\$ -	\$ -	\$ -	\$ -	\$ 71,789
Accounts payable off-site	7,414	-	-	-	-	7,414
Due to Developer	16,083	-	-	-	-	16,083
Due to debt service fund 2018	7,127	-	-	-	-	7,127
Accrued taxes payable	428	-	-	-	-	428
Developer advance	2,500	-	-	-	-	2,500
Total liabilities	<u>105,341</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>105,341</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	109,841	39,261	972	79	1	150,154
Total deferred inflows of resources	<u>109,841</u>	<u>39,261</u>	<u>972</u>	<u>79</u>	<u>1</u>	<u>150,154</u>
Fund balances:						
Restricted for:						
Debt service	-	3,718,543	235,534	-	-	3,954,077
Capital projects	-	-	-	18,436	320	18,756
Unassigned	930,946	-	-	-	-	930,946
Total fund balances	<u>930,946</u>	<u>3,718,543</u>	<u>235,534</u>	<u>18,436</u>	<u>320</u>	<u>4,903,779</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,146,128</u>	<u>\$ 3,757,804</u>	<u>\$ 236,506</u>	<u>\$ 18,515</u>	<u>\$ 321</u>	<u>\$ 5,159,274</u>

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 1,052,813	\$ 1,000,981	105%
Assessment levy: off-roll	-	376,851	251,270	150%
Lot closings- Lennar	-	883	-	N/A
Total revenues	<u>-</u>	<u>1,430,547</u>	<u>1,252,251</u>	114%
EXPENDITURES				
Professional & administrative				
Supervisors	-	3,800	6,000	63%
FICA	-	291	459	63%
District engineer	448	448	10,000	4%
District engineer storm water analysis	3,500	3,500	-	0%
General counsel	7,350	24,930	24,000	104%
District manager	4,292	51,500	51,500	100%
Debt service fund accounting: 2016 master bonds	418	5,034	5,034	100%
Debt service fund accounting: 2016 sub bonds	207	2,466	2,466	100%
Debt service fund accounting: Lennar bonds	292	3,500	3,500	100%
Arbitrage rebate calculation	-	1,000	750	133%
Audit	-	4,010	6,220	64%
Postage	73	664	750	89%
Insurance - GL, PL	-	12,825	13,500	95%
Legal advertising	395	1,374	1,200	115%
Mailed notices	-	-	1,600	0%
Miscellaneous - bank charges	-	-	750	0%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Dissemination agent	167	2,000	2,000	100%
Annual distict filing fee	-	175	175	100%
Trustee	-	10,500	10,500	100%
Contingencies	-	4,155	500	831%
Total professional & administrative	<u>17,142</u>	<u>133,087</u>	<u>141,819</u>	94%
Field Operations				
Landscape maintenance				
Field operations manager	-	-	9,600	0%
Landscape and irrigation maintenance	121,312	572,159	419,480	136%
Pond bank maintenance	-	-	85,000	0%
Tree care	650	7,862	107,720	7%
Sod replacement	-	19,923	-	N/A
Annuals rotation	11,132	57,483	23,500	245%
Mulch	-	-	104,200	0%
Irrigation repairs	4,460	27,982	-	N/A
Irrigation water	24,930	306,999	295,000	104%
Aquatic maintenance	1,787	21,444	22,575	95%
Monument maintenance	-	9,966	-	N/A
Road maintenance	-	-	15,000	0%
Accounting	625	7,500	7,500	100%

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
Unbudgeted expense - general maintenance	-	5,897	-	N/A
Unbudgeted expense - reef irrigation cost share	-	6,000	-	N/A
Unbudgeted expense - signage maintenance	-	1,250	-	N/A
Unbudgeted expense - irrigation repair	-	6,301	-	N/A
Total field operations	<u>164,896</u>	<u>1,050,766</u>	<u>1,089,575</u>	96%
Other fees & charges				
Tax collector	(10,543)	10,470	20,854	50%
Total other fees & charges	<u>(10,543)</u>	<u>10,470</u>	<u>20,854</u>	50%
Total expenditures	<u>171,495</u>	<u>1,194,323</u>	<u>1,252,248</u>	95%
 Excess/(deficiency) of revenues over/(under) expenditures	 (171,495)	 236,224	 3	
Fund balances - beginning	<u>1,102,441</u>	<u>694,722</u>	<u>905,572</u>	
Fund balances - ending	<u>\$ 930,946</u>	<u>\$ 930,946</u>	<u>\$ 905,575</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 SEPTEMBER 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 1,779,278	\$ 1,747,945	102%
Assessment levy: off-roll 2016A-1	-	199,247	224,070	89%
Assessment prepayments	167,725	1,701,740	-	N/A
Lot closing-Lennar	-	1,024	-	N/A
Interest 2016 BAN	7	79	-	N/A
Interest 2016 A-1	8,849	76,069	-	N/A
Interest 2016 A-2	5,935	51,295	-	N/A
Total revenues	<u>182,516</u>	<u>3,808,732</u>	<u>1,972,015</u>	193%
EXPENDITURES				
Principal BAN	-	5,000	-	N/A
Principal 2016A-1	-	270,000	270,000	100%
Principal 2016A-2	-	135,000	135,000	100%
Principal prepayment 2016A-1	-	775,000	-	N/A
Principal prepayment 2016A-2	-	580,000	-	N/A
Interest 2016A-1	-	1,001,066	1,007,550	99%
Interest 2016A-2	-	493,769	493,900	100%
Total debt service	<u>-</u>	<u>3,259,835</u>	<u>1,906,450</u>	171%
Other fees & charges				
Tax collector	(17,817)	17,696	36,416	49%
Total other fees and charges	<u>(17,817)</u>	<u>17,696</u>	<u>36,416</u>	49%
Total expenditures	<u>(17,817)</u>	<u>3,277,531</u>	<u>1,942,866</u>	169%
Excess/(deficiency) of revenues over/(under) expenditures	200,333	531,201	29,149	
Net change in fund balances	200,333	531,201	29,149	
Fund balances - beginning	3,518,210	3,187,342	2,900,847	
Fund balances - ending	<u>\$ 3,718,543</u>	<u>\$ 3,718,543</u>	<u>\$ 2,929,996</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 SEPTEMBER 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 203,702	\$ 202,400	101%
Interest	996	10,935	-	N/A
Total revenues	<u>996</u>	<u>214,637</u>	<u>202,400</u>	106%
EXPENDITURES				
Principal	-	60,000	60,000	100%
Interest	-	140,094	140,094	100%
Total debt service	<u>-</u>	<u>200,094</u>	<u>200,094</u>	100%
Other fees & charges				
Tax collector	(2,040)	2,026	4,217	48%
Total other fees and charges	<u>(2,040)</u>	<u>2,026</u>	<u>4,217</u>	48%
Total expenditures	<u>(2,040)</u>	<u>202,120</u>	<u>204,311</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	3,036	12,517	(1,911)	
Fund balances - beginning	232,498	223,017	202,653	
Fund balances - ending	<u>\$ 235,534</u>	<u>\$ 235,534</u>	<u>\$ 200,742</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 SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES		
Interest 2016 BAN	\$ 22	\$ 203
Interest 2016 A-2	59	555
Total revenues	81	758
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	81	758
Fund balances - beginning	18,355	17,678
Fund balances - ending	\$ 18,436	\$ 18,436

**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 SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2	\$ 13
Total revenues	2	13
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2	13
Fund balances - beginning	318	307
Fund balances - ending	\$ 320	\$ 320

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Twin Creeks North Community Development District held Public Hearings and a Regular Meeting on August 22, 2023 immediately following adjournment of the Creekside at Twin Creeks CDD Meeting commencing at 1:15 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259.

Present at the meeting, were:

John Kinsey	Chair
Bryan Kinsey	Vice Chair
Jared Bouskila (via telephone)	Assistant Secretary
Christopher McKinney	Assistant Secretary
Neal Shact	Assistant Secretary

Also present:

Daniel Rom	District Manager
Sue Delegal (via telephone)	District Counsel

Residents present:

Rick Wicker	Mark Desmond	Dave Mullins	Jocelyn & Michael Wynston
Renee Klose	David Gardinier	Cindy Thoman	Brenda & Marty Stavish
Wes Benwick	Kathlene Campbell	Sue Clausen	Michelle & Steve Anderson
Paul Glaser	Stefanie Spencer	Melissa Cobb	Darla & Manuel Segura
Jon Cargill	Judit Bodi-Khoor	Lisa Hathaway	Lynne & Mark Kuper
Dee Musko	Laura Wertzberger	Karissa Frytsin	Claire & Greg Karp
Betty Ross	Cheryl Schuman	Jeff Materni	Christopher Campbell
Joe Green	Vaughn Beasley	Shane Bradley	Jim & Deb Quinn
Laura Ham	Anthony Cringolo	Eddie Sumner	Christie & Drew Wynkoop
Chris Boutin	Ronald Buttafogo	Jennifer Rickus	Ginny & Paul Stoner
Jose Aponte	Suzette Prasatek	Damien Bonner	Courtney Browning
Bonnie Rogulj	Other Residents		

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 1:17 p.m. Supervisors John Kinsey, Bryan Kinsey, Shact and McKinney were present. Supervisor Bouskila attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

44 Mr. Rom welcomed all meeting attendees and explained the protocols for public
45 comments. He noted that the Public Comments should be limited to CDD business.

46 Resident David Gardinier asked what is planned on County Road 210 (CR210) and how
47 the commercial developments are getting permits without the CR210 improvements. He
48 questioned implementation of additional assessments for the recreation lake across the street,
49 since Beachwalk residents do not have access to it, and asked how the Board will grant access.
50 He asked why Beachwalk residents are asked to pay for a pond that they cannot access but
51 residents of other communities are not required to pay for the lagoon. Mr. John Kinsey stated
52 he will address non-CDD matters after the CDD meeting. Mr. Rom stated the Field Operations
53 portion of the budget contains the CDD's responsibilities. Mr. Gardinier questioned how the
54 recreational lake is not the CDD's yet residents received a letter stating that CDD assessments
55 are increasing. Mr. John Kinsey stated that lake is part of the Twin Creeks Recreational Lake
56 District, not the CDD, as indicated in the documents builders provided to homebuyers at the
57 time of purchase. Mr. Gardinier thinks the letter should be revised as it referred to the CDD.

58 Resident Mary Vastola stated she emailed her concerns about the appearance of the
59 landscaping, sign and wall at the east entrance of The Cove. Mr. Rom stated he will discuss her
60 numerous inquiries later in the meeting, including repairs to the fountain and tiles.

61 Resident Anthony Brody stated he is a Seaside Estates Board Member and he received
62 numerous complaints about gate and topcoat installation. He asked for an update. Mr. Bryan
63 Kinsey stated Seaside Estates work will start with curb repairs and then paving, which is
64 anticipated to be done at the end of the year.

65 Resident Claire Karp suggested that CDD news be published. She expressed concern
66 about the 30% budget increase and stated her opinion that the CDD is not well maintained. Mr.
67 Rom stated the map is labeled with CDD items and the CDD website contains basic information
68 but he can email additional information. Most HOAs have a handbook with information
69 regarding each entity's responsibilities.

70 Resident Dave Mullins asked when the meeting minutes are posted. Mr. Rom stated the
71 minutes are transcribed after the meeting and the draft is in the next meeting agenda. Minutes
72 are posted on the CDD website after they are approved by the Board. Mr. Mullins reported that
73 several streetlights on Beachwalk Boulevard are out. Mr. Rom stated, when residents observe
74 light outages, they can expedite repairs by providing information from the light pole to JEA. He
75 believes engaging a Field Operations Liaison will also help expedite requests.

76 Resident Renee Klose asked why public comments are taken before discussions. Mr.
77 Rom stated comments are also taken at the end of the meeting and during public hearings.

78 Resident Brenda Stavish expressed concern about possible health risks at the lagoon.
79 She understands from Crystal Lagoons that the Developer needs to manage it but she thinks it
80 is not being done. She hopes for transparency and that all parties can work together.

81 Resident Lynne Kuper wants a microphone and speaker so she can hear comments.

82 Resident Bonnie Rogulj expressed concern about the lagoon and voiced her belief that
83 four of her neighbors’ children needed antibiotics after swimming. Mr. Bryan Kinsey stated the
84 lagoon is not a part of the CDD, as CDD funds were not used to build it and do not maintain it.

85

86 **THIRD ORDER OF BUSINESS**

Discussion Items

87

88 **A. Field Operations Liaison**

89 Mr. Rom discussed the need for an on-site Field Operations Liaison.

90 Discussion ensued regarding The Club recruiting a maintenance person.

91 Mr. Shact discussed matters that a Field Operations Liaison could address and stated it
92 would be advantageous to have one contact person for CDD and HOA issues. Mr. Shact was
93 directed to work with Staff to develop a Draft Scope of Services and compensation plan.

94 **B. Recreational Use of CDD Owned Ponds**

95 Regarding a resident who reported residents fishing in CDD ponds and whether fishing is
96 allowed, Mr. Rom stated there is no prohibition against fishing in the stormwater ponds.

97 Discussion ensued regarding prohibiting recreational use of the ponds, liability,
98 enforcement concerns and easements.

99 Mr. John Kinsey asked Ms. Delegal to review the easements on the lake boundary and
100 advise at the next meeting if fishing is a permitted use or if the easements are limited to lake
101 maintenance. Ms. Delegal stated she will research and report her findings at the next meeting.

102 **C. Fountain Maintenance Proposals**

103 Mr. Rom stated proposals were requested from several companies. Mr. Bryan Kinsey
104 stated a proposal was received from STA Blue this morning and several others will be submitted
105 before the next meeting. Mr. Rom stated a line item was added to the budget to be approved
106 today and noted that, if necessary, the amount can be increased today. Mr. Bryan Kinsey

107 suggested the Board approve execution of a proposal within the budgeted amount outside of a
108 meeting, to be presented for ratification at the next meeting.

109 **D. Miscellaneous Matters**

110 There were no miscellaneous matters to discuss.

111

112 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2023/2024 Budget**

113

114

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

116 **B. Consideration of Resolution 2023-07, Relating to the Annual Appropriations and**
117 **Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending**
118 **September 30, 2024; Authorizing Budget Amendments; and Providing an Effective**
119 **Date**

120 Mr. Rom presented Resolution 2023-07. He reviewed the proposed Fiscal Year 2024
121 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2023
122 budget, and explained the reasons for any changes. The total Professional and Administrative
123 budget is increasing due to insurance increases. The main reason for the assessment increase is
124 the addition of several line items that were previously paid for by the Developer.

125 Mr. Bryan Kinsey asked if the matter of the irrigation cost share was resolved with
126 Lennar or The Reef HOA. Mr. Rom stated the matter is still open; Lennar’s Attorney is
127 researching it. If the Board approves the budget with the \$18,000 cost share and it is not used,
128 the funds will be applied to unassigned fund balance; assuming the total expenditures fall
129 below the budgeted amount.

130 Mr. Rom reviewed the components of the budget and assessments and noted that the
131 Non Ad-Valorem section of the Property Tax bill will show one lump sum that includes the
132 General Fund and the Debt Service Fund. The General Fund assessment can fluctuate, year to
133 year, while the Debt Service Fund assessment generally does not. The current budget provides
134 for total per unit annual assessment increases of \$245 to \$247.

135

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

136

137

138

139

140 Resident Stefanie Spencer asked who manages line items and contracts. Mr. Rom stated
141 the “Landscape and irrigation maintenance” line item relates to the Request for Proposals (RFP)
142 for Landscape Maintenance and Irrigation. Vendors are managed by on-site staff. The financial
143 portion includes thresholds, approvals and ensuring that contracted work is performed. RFPs
144 are required for contracts over \$195,000; smaller contracts are at the Board’s discretion.

145 Resident Lisa Hathaway questioned several budget increases. Mr. Rom stated the
146 \$18,000 Albany Bay irrigation cost share was discussed at a previous meeting. The builder of
147 that area, The Reef, installed comingled CDD and HOA irrigation lines that are owned by the
148 CDD and, in determining the cost analysis, it was discovered that Albany Bay was paying part of
149 the CDD’s expenses. The builder should rectify the issue. The Board directed Staff to send a
150 letter to Lennar’s Attorney about this because emails were not answered. The Reef prepared a
151 cost report to determine the amount to be paid by the CDD; the CDD budgeted the amount in
152 hopes that the problem is corrected appropriately and the CDD does not have to share the cost.
153 Other line items were not budgeted in the past because they were paid for by the Developer.

154 A resident questioned the high entry fountains, Beachwalk channel letters and
155 landscape lighting budget line items. Mr. Rom stated the entry fountains includes staffing,
156 chemicals, equipment repairs and water replacement. Mr. John Kinsey stated the entry
157 fountain was maintained by crews that cleaned the lagoon while the Developer was funding the
158 expense. Now that the CDD is built out and recognizing resident complaints about the entry
159 fountains, the Board engaged a vendor to maintain the entry features and the fountains so the
160 CDD budget line item was budgeted accordingly for the expense. Asked if the vendor will
161 ensure proper function and maintenance, Mr. Rom stated that will be part of the contract.

162 A resident complained that landscape lighting at the east entrance median is not
163 working. Mr. John Kinsey asked the public to understand that the Board Members do not live in
164 the CDD so they are unaware about such problems unless a report is received. Part of why an
165 on-site Field Operations Liaison will be hired is to address issues much more expeditiously.

166 A resident complained about the entry fountain expenditures.

167 A resident asked if dead trees on the CR210 median will be replaced by warranty. Mr.
168 John Kinsey stated there is a warranty on the trees; the Developer is keeping track of those that
169 need to be replaced and will meet County obligations regarding trees.

170 A resident questioned the cost of a Field Operations Manager. Mr. John Kinsey stated
171 the expenditure will be paid for by the CDD or The Club; either way, the community will fund

172 the expense. The extent to which the CDD reimburses The Club for part of the expense
173 incurred will be discussed.

174 Resident Michelle Anderson asked when tiles will be replaced and stated she received
175 conflicting responses to her emails about it. Mr. Bryan Kinsey stated the tiles will be replaced
176 next week; due to the discontinuation of the original tile, all the tiles will be replaced.

177 A resident expressed his belief that residential units are subsidizing retail units. Mr. John
178 Kinsey stated the retail share of the maintenance is established by the Methodology developed
179 by the Assessment Methodology Consultant and approved long ago, based upon a formula used
180 by CDDs based on the level of usage by the various retail and residential components. Mr. Rom
181 stated the Methodology is not on the CDD website but he can provide a copy to anyone who
182 requests it, via email. Mr. John Kinsey stated the amounts were not allocated by the Developer;
183 the Methodology was developed and approved based on the District Engineer's Report.

184 Resident Laura Hall asked if residents are responsible for mowing the grass behind their
185 homes, up to the ponds, and if they can move their fence line back or plant in the area. Mr.
186 Bryan Kinsey stated it is not uncommon for the Declarations and Covenants provided by the
187 builder to provide that homeowners to not own that area of land behind their home but that
188 they are required to maintain it. Mr. Rom and District Counsel will review the documents and
189 advise at the next meeting. Several residents advised that landscaping around the ponds was
190 done at one time. The RFP that was originally bid upon will be reviewed to clarify the question.

191 Resident Melissa Cobb expressed concern about unresolved maintenance issues. Mr.
192 Rom stated the need for a Field Operations Liaison was discussed earlier.

193 Discussion ensued regarding contractors.

194

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

197

198

199 **On MOTION by Mr. Bryan Kinsey and seconded by Mr. John Kinsey, with all in**
200 **favor, Resolution 2023-07, Relating to the Annual Appropriations and Adopting**
201 **the Budget for the Fiscal Year Beginning October 1, 2023, and Ending**
202 **September 30, 2024; Authorizing Budget Amendments; and Providing an**
203 **Effective Date, was adopted.**

204

205

206 FIFTH ORDER OF BUSINESS

Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2023/2024, Pursuant to Florida Law

212 A. Proof/Affidavit of Publication

213 B. Mailed Notice(s) to Property Owners

214 C. Consideration of Resolution 2023-08, Making a Determination of Benefit and Imposing
215 Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and
216 Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for
217 Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an
218 Effective Date

219 Mr. Bryan Kinsey stated his understanding that the Organizational Documents state that
220 the CDD pays for the expenses that were included in the budget that was just approved by
221 levying and collecting assessments, consistent with the manner in which these functions are
222 handled by CDDs statewide. If assessments are not levied, the CDD would not have the money
223 to pay expenses.

224 Mr. Rom presented Resolution 2023-08, which allows the CDD to collect the
225 assessments to fund the adopted budget,.

226

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

229

230

231 Resident Rick Wicker asked if an increase is expected next year. Mr. Rom stated that
232 question does not relate to this public hearing.

233 In response to a resident’s question, Mr. Bryan Kinsey stated the Non-Ad Valorem tax
234 information might not be included on the Truth-in-Millage (TRIM) notice but it should be on the
235 previous year’s tax bill and it will be on the current year’s tax bill.

236

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

237

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On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, Resolution 2023-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022, Prepared by Berger, Toombs, Elam, Gaines & Frank

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Mr. Rom presented the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2022 and stated that it was a clean audit. On Page 8, the General Fund Budgetary Highlights noted that “Budgeted expenditures exceeded actual expenditures primarily due to lower contingency expenditures than were originally anticipated. The September 30, 2022 budget was amended for irrigation and Beachwalk Boulevard project expenditures that were more than originally anticipated.”

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SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-09, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2022

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Mr. Rom presented Resolution 2023-09.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, Resolution 2023-09, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2022, was adopted.

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EIGHTH ORDER OF BUSINESS

Consent Agenda Items

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- A. Acceptance of Unaudited Financial Statements as of July 31, 2023**
- B. Approval of May 23, 2023 Regular Meeting Minutes**

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On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, the Consent Agenda Items, as presented, were accepted and approved.

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282 NINTH ORDER OF BUSINESS

Staff Reports

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

- 285 • Memorandum: Required Ethics Training

286 Ms. Delegal discussed recently passed legislation that requires Supervisors to complete
 287 a four-hour ethics continuing education course every year. The requirement will become
 288 effective on January 1, 2024; next year, Form 1 will include a box to check to indicate the
 289 requirement has been met. Staff will email information pertaining to free training available,
 290 including courses offered by the Florida Commission on Ethics.

291 B. District Engineer: Prosser, Inc.

292 C. Field Operations Liaison

293 There were no District Engineer or Field Operations Liaison reports.

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

- 295 • NEXT MEETING DATE: September 26, 2023 at 1:00 PM, or immediately
 296 following the adjournment of the Creekside at Twin Creeks CDD Meeting,
 297 scheduled to commence at 12:15 PM

- 298 ○ QUORUM CHECK

299 The next meeting will be on September 26, 2023, unless cancelled.

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301 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

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303 There were no Board Members' comments or requests.

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305 ELEVENTH ORDER OF BUSINESS

Public Comments

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307 Ms. Rogulj reiterated her concerns about the lagoon and her belief change is needed.

308 Ms. Spencer recommended designating a point of contact for HOA issues to field
 309 communications meant for the HOA rather than the CDD.

310 Ms. Karp asked for assurance that HOA issues will be addressed. Mr. Bryan Kinsey stated
 311 they will be addressed following the CDD meeting.

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313 TWELFTH ORDER OF BUSINESS

Adjournment

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<p>315 On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in 316 favor, the meeting adjourned at 2:41 p.m.</p>
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Secretary/Assistant Secretary

Chair/Vice Chair

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Beachwalk Clubhouse, 100 Beachwalk Club Dr, St Johns, FL, 32259

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 24, 2023 CANCELED	Regular Meeting	1:15 PM*
November 1, 2023	Regular Meeting	1:15 PM*
November 28, 2023	Regular Meeting	1:15 PM*
January 23, 2024	Regular Meeting	1:15 PM*
March 26, 2024	Regular Meeting	1:15 PM*
April 23, 2024	Regular Meeting	1:15 PM*
May 28, 2024	Regular Meeting	1:15 PM*
July 23, 2024	Regular Meeting	1:15 PM*
August 27, 2024	Regular Meeting	1:15 PM*
September 24, 2024	Regular Meeting	1:15 PM*

**Meetings will convene immediately following adjournment of the Creekside at Twin Creeks CDD Meetings, scheduled to commence at 12:15 PM*