TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

September 1, 2020

BOARD OF SUPERVISORS VIRTUAL PUBLIC HEARING AND MEETING AGENDA

Twin Creeks North Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W●Boca Raton, Florida 334313

Phone: (561) 571-0010●Toll-free: (877) 276-0889●Fax: (561) 571-0013

August 25, 2020

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

Board of Supervisors
Twin Creeks North Community Development District

Dear Board Members:

The Board of Supervisors of the Twin Creeks North Community Development District will hold a Virtual Public Hearing and Meeting on September 1, 2020 at 11:30 a.m., accessible via computer at https://zoom.us/j/2043596216, Meeting ID 204 359 6216 **or by calling** 1-929-205-6099, **Meeting ID** 204 359 6216. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Robert Furlong, Seat 2 *(Term Expires November, 2020)*
4. Discussion/Consideration of Candidate 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
5. Acceptance of Resignation of Supervisor Scott Keiling Seat 4 *(Term Expires November, 2022)*

6. Discussion/Consideration of Candidate to Fill Unexpired Term of Seat 4
    - Administration of Oath of Office to Newly Appointed Supervisor *(the supporting documents will be provided in a separate package)*

7. Consideration of Resolution 2020-08, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, and Providing for an Effective Date

8. Public Hearing on Adoption of Fiscal Year 2020/2021 Budget
    A. Proof/Affidavit of Publication
    B. Consideration of Resolution 2020-09, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Authorizing Budget Amendments; and Providing an Effective Date

9. Consideration of Resolution 2020-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2020/2021; 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

10. Consideration of Proposals for Landscape Maintenance Services
    A. RFP Package
    B. Affidavit/Proof of Publication
    C. Respondent
        - The Tree Amigos
    D. Ranking
    E. Authorization to Engage Respondent

11. Consent Agenda Items
    A. Acceptance of Unaudited Financial Statements as of July 31, 2020
    B. Approval of July 14, 2020 Virtual Public Meeting Minutes

12. Staff Reports
    A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
    B. District Engineer: *Prosser, Inc.*

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

- NEXT MEETING DATE: November 10, 2020 Landowners' Election, *immediately followed by Regular Meeting*
  - QUORUM CHECK

John Kinsey	☐ YES	☐ NO	☐ PHONE
	☐ YES	☐ NO	☐ PHONE
Bryan Kinsey	☐ YES	☐ NO	☐ PHONE
	☐ YES	☐ NO	☐ PHONE
Jared Bouskila	☐ YES	☐ NO	☐ PHONE

13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

"Further, please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus.

"That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so by computer via **https://zoom.us/j/2043596216,** Meeting ID **204 359 6216** or by dialing **1-929-205-6099,** Meeting ID **204 359 6216.** Additionally, participants are encouraged to submit questions and comments to the District's manager at mcgaffneyh@whhassociates.com."

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at (904) 386-0186.

Sincerely,

Howard McGaffney
District Manager

FOR VIRTUAL PARTICIPATION

VIA COMPUTER
https://zoom.us/j/2043596216
MEETING ID: 204 359 6216

VIA PHONE
CALL-IN NUMBER: 1-929-205-6099
MEETING ID: 204 359 6216

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

3

NOTICE OF TENDER OF RESIGNATION

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

From: Robert E. Furlong, Vice-Chairman
Twin Creeks North Community Development District

Date: July 10,20

I, Robert E. Furlong 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 July 17, 2020.

By: _____
Robert E. Furlong

Date: 7/10/20

Cc: John T Kinsey, Chairman

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

5

DocuSign Envelope ID: 74FCA96F-0E16-4B53-A01E-B1321E675DE3

NOTICE OF TENDER OF RESIGNATION

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

From: Scott Keiling
Printed Name

Date: 8/27/2020
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Twin Creeks North Community Development District.* My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accept it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [__] personally presented at a duly notice meeting of the Board of Supervisors, [__] scanned and electronically transmitted to gillyardd@whhassociates.com or [__] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

DocuSigned by:
A1DDDC758F94417...
Signature

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2020-08

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT 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*, being situated in St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Howard McGaffney is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

2. **EFFECTIVE DATE**. This Resolution shall become effective immediately upon its adoption.

Adopted this 1st day of September, 2020.

ATTEST:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

8A

THE ST. AUGUSTINE RECORD
Affidavit of Publication

TWIN CREEKS NORTH CDD
2300 GLADES ROAD SUITE 410W

BOCA RATON, FL 33431

ACCT: 19105
AD# 0003300557-01

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 **NOTICE OF HEARING** in the matter of **PH & REG MTG FY 2020-21 BUDG** was published in said newspaper on **08/14/2020, 08/21/2020.**

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.

Sworn to (or affirmed) and subscribed before me by means of

[✓] physical presence or
[ ] online notarization

this AUG 21 2020 day of _____

by _____ who is personally known to me or who has produced as identification

(Signature of Notary Public)

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2020/2021 BUDGETS; NOTICE OF POSSIBLE REMOTE PROCEDURES DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Notice is hereby given that the Board of Supervisors ("Board") of the Twin Creeks North Community Development District ("District") will hold a public hearing on September 1, 2020 at 11:30 a.m., or immediately thereafter following the meeting of the Board of Supervisors of the Creekside at Twin Creeks Community Development District, for the purpose of hearing comments and objections on the adoption of the proposed budgets (**"Proposed Budget"**) of the District for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (**"Fiscal Year 2020/2021"**). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 (**"District Manager's Office"**), during normal business hours, or by visiting the District's website https://twincreeksnorthcdd.net/ .

Pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150 and 20-179 issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes, relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, members of the general public wishing to listen to and/or participate during the designated audience comments portion of the public hearing and meeting may do so via Zoom at https://zoom.us/j/204359 6216 Meeting ID 204 359 6216 or by dialing 1 929 205 6099 Meeting ID 204 359 6216. Participants are strongly encouraged to submit questions and comments to the District Manager's Office at mcgaffneym@whhassociates.com or by calling (561) 571-0010 at least 48 hours in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting. The District will provide updates on its website, of any changes in how to participate as soon as possible.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts and Executive Order 20-69. They may be continued to a date, time, and place to be specified on the record at the hearing or meeting.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8771 (TTY), or 1-800-955-8770 (voice) for aid in contacting the District Manager's office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

0003300557 August 14, 21, 2020

NOTARY PUBLIC STATE OF FLORIDA

Notary Public State of Florida
TIFFANY M LOWE
My Commission GG 115811
Expires 06/18/2021

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

8B

RESOLUTION 2020-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors ("**Board**") of the Twin Creeks North Community Development District a proposed budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021"**) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1st of each year, the District Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Twin Creeks North Community Development District for the Fiscal Year Ending September 30, 2021".

d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of $3,502,467 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	$1,097,725
TOTAL DEBT SERVICES FUND - SERIES 2016	$2,198,464
TOTAL DEBT SERVICES FUND - SERIES 2018	$ 206,278
TOTAL ALL FUNDS	$3,502,467

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed $10,000 or 10% of the original appropriation.

c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budgets under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 1st DAY OF SEPTEMBER, 2020.

ATTEST:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2020/2021 Budget

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021
PROPOSED BUDGET
PREPARED MAY 12, 2020

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS

Description	Page Number(s)
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 2020				
	Adopted Budget FY 2020	Actual through 3/31/2020	Projected through 9/30/2020	Total Actual & Projected	Proposed FY 2021 Budget
REVENUES					
Assessment levy: gross	$ 354,871				$ 641,145
Allowable discounts (4%)	(14,195)				(25,646)
Assessment levy: net	340,676	$ 244,210	$ 96,466	$ 340,676	615,499
Assessments off-roll	757,419	64,385	693,034	757,419	482,226
Lot closings	-	110,989	-	110,989	-
Total revenues	1,098,095	419,584	789,500	1,209,084	1,097,725
EXPENDITURES					
Professional & administration					
Supervisors	6,000	-	3,000	3,000	4,000
FICA	459	-	459	459	306
District engineer	5,000	-	5,000	5,000	5,000
General counsel	30,000	6,363	17,000	23,363	24,000
District manager	50,000	25,000	25,000	50,000	50,000
Debt service fund accounting: 2016 master bonds	5,116	2,558	2,558	5,116	5,183
Debt service fund accounting: 2016 sub bonds	2,384	1,192	1,192	2,384	2,317
Debt service fund accounting: Lennar bonds*	3,500	1,750	1,750	3,500	3,500
Arbitrage rebate calculation	750	-	750	750	750
Audit	5,665	-	5,665	5,665	5,835
Postage	750	107	643	750	750
Insurance - GL, POL	11,246	10,978	-	10,978	13,175
Legal advertising	1,200	94	1,106	1,200	1,200
Mailed notices	1,600	-	1,600	1,600	1,600
Miscellaneous- bank charges	750	75	675	750	750
Website					
Hosting	705	-	705	705	705
ADA compliance	200	199	-	199	210
Dissemination agent	2,000	1,000	1,000	2,000	2,000
Annual district filing fee	175	175	-	175	175
Trustee	10,500	10,500	-	10,500	10,500
Total professional & admin	138,000	59,991	68,103	128,094	131,956
Field Operations					
Landscape maintenance					
Field operations manager	9,600	4,000	5,600	9,600	9,600
Beachwalk Blvd (inc. main entries)	323,346	163,349	159,997	323,346	323,346
CR 210 - median	30,000	-	30,000	30,000	30,000
Tree/plant replacement	50,000	-	50,000	50,000	50,000
Annuals rotation	18,000	-	18,000	18,000	18,000
Mulch	183,551	-	95,000	95,000	171,000
Irrigation repairs	12,000	1,978	10,022	12,000	12,000
Irrigation water	250,000	147,106	147,106	294,212	295,000
Pest control	-	5,672	-	5,672	-
Electrical	-	4,320	-	4,320	-
Aquatic maintenance	44,000	10,722	10,700	21,422	21,500
Road maintenance	15,000	-	15,000	15,000	15,000
Accounting	7,500	3,750	3,750	7,500	7,500
Total field operations	942,997	340,897	545,175	886,072	952,946

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET

	Fiscal Year 2020				
	Adopted Budget FY 2020	Actual through 3/31/2020	Projected through 9/30/2020	Total Actual & Projected	Proposed FY 2021 Budget
Other fees and charges					
Tax collector	7,097	4,874	2,223	7,097	12,823
Total other fees & charges	7,097	4,874	2,223	7,097	12,823
Total expenditures	1,088,094	405,762	615,501	1,021,263	1,097,725
Net increase/(decrease) of fund balance	10,001	13,822	173,999	187,821	-
Fund balance - beginning (unaudited)	39,269	32,920	46,742	32,920	220,741
Fund balance - ending (projected):					
Unassigned	49,270	46,742	220,741	220,741	220,741
Fund balance - ending (projected)	$ 49,270	$ 46,742	$220,741	$ 220,741	$ 220,741

*These items will be realized when bonds are issued.

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES
Professional & administration

Supervisors	$ 4,000
Statutorily set at $200 per Supervisor for each meeting of the Board of Supervisors not to exceed $4,800 for each fiscal year.	
FICA	306
As per federal law, this expenditure is currently 7.65% of gross wages.	
District engineer	5,000
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	
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	50,000
Wrathell, Hunt and Associates, LLC 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	5,183
Wrathell, Hunt and Associates, LLC, 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	2,317
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	5,835
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	13,175
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	
Field Operations	
Landscape maintenance	
Field operations manager	9,600
Beachwalk Blvd (inc. main entries)	323,346
CR 210 - median	30,000
Tree/plant replacement	50,000
Annuals rotation	18,000
Mulch	171,000
Irrigation repairs	12,000
Irrigation water	295,000
Aquatic maintenance	21,500
Road maintenance	15,000
Accounting	7,500
Other fees and charges	
Tax collector	12,823
The tax collector's fee is 2% of assessments collected.	
Total expenditures	$1,097,725

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

	Fiscal Year 2020				
	Adopted Budget FY 2020	Actual through 3/31/2020	Projected through 9/30/2020	Total Actual & Projected	Proposed FY 2021 Budget
REVENUES					
Assessment levy: gross	$1,021,262				$1,760,660
Allowable discounts (4%)	(40,850)				(70,426)
Assessment levy: net	980,412	$ 678,076	$ 302,336	$ 980,412	1,690,234
Assessments off-roll 2016A-1	896,942	-	692,236	692,236	508,230
Assessments off-roll 2016A-2	385,681	-	184,148	184,148	-
Assessments prepayment	-	393,389	-	393,389	-
Lot closings	-	406,239	-	406,239	-
Interest	-	22,297	-	22,297	-
Total revenues	2,263,035	1,500,001	1,178,720	2,678,721	2,198,464
EXPENDITURES					
Debt service					
Principal 2016A-1	280,000	280,000	-	280,000	290,000
Principal 2016A-2	125,000	125,000	-	125,000	130,000
Principal prepayment 2016A-1	-	190,000	220,000	410,000	-
Principal prepayment 2016A-2	-	200,000	280,000	480,000	-
Interest 2016A-1	1,244,106	623,194	620,912	1,244,106	1,199,563
Interest 2016A-2	579,675	287,772	291,903	579,675	536,056
Total debt service	2,228,781	1,705,966	1,412,815	3,118,781	2,155,619
Other fees and charges					
Tax collector	20,425	13,533	8,258	21,791	35,213
Total other fees & charges	20,425	13,533	8,258	21,791	35,213
Total expenditures	2,249,206	1,719,499	1,421,073	3,140,572	2,190,832
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(7,024)	-	(7,024)	-
Total other financing sources	-	(7,024)	-	(7,024)	-
Net increase/(decrease) of fund balance	13,829	(226,522)	(242,353)	(468,875)	7,632
Fund balance - beginning (unaudited)	3,274,254	3,796,193	3,569,671	3,796,193	3,327,318
Fund balance - ending (projected)	$3,288,083	$3,569,671	$3,327,318	$3,327,318	3,334,950

Use of fund balance:	
Debt service reserve account balance (required)	(1,786,998)
Principal and Interest expense 2016 A-1 - November 1, 2021	(896,156)
Principal and Interest expense 2016 A-2 - November 1, 2021	(401,403)
Projected fund balance surplus/(deficit) as of September 30, 2021	$ 250,393

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/20	290,000.00	5.000%	603,406.25	893,406.25	19,585,000.00
05/01/21			596,156.25	596,156.25	19,585,000.00
11/01/21	300,000.00	5.000%	596,156.25	896,156.25	19,285,000.00
05/01/22			588,656.25	588,656.25	19,285,000.00
11/01/22	315,000.00	5.000%	588,656.25	903,656.25	18,970,000.00
05/01/23			580,781.25	580,781.25	18,970,000.00
11/01/23	335,000.00	5.000%	580,781.25	915,781.25	18,635,000.00
05/01/24			572,406.25	572,406.25	18,635,000.00
11/01/24	350,000.00	5.750%	572,406.25	922,406.25	18,285,000.00
05/01/25			562,343.75	562,343.75	18,285,000.00
11/01/25	370,000.00	5.750%	562,343.75	932,343.75	17,915,000.00
05/01/26			551,706.25	551,706.25	17,915,000.00
11/01/26	390,000.00	5.750%	551,706.25	941,706.25	17,525,000.00
05/01/27			540,493.75	540,493.75	17,525,000.00
11/01/27	415,000.00	5.750%	540,493.75	955,493.75	17,110,000.00
05/01/28			528,562.50	528,562.50	17,110,000.00
11/01/28	435,000.00	5.750%	528,562.50	963,562.50	16,675,000.00
05/01/29			516,056.25	516,056.25	16,675,000.00
11/01/29	460,000.00	6.375%	516,056.25	976,056.25	16,215,000.00
05/01/30			501,393.75	501,393.75	16,215,000.00
11/01/30	490,000.00	6.375%	501,393.75	991,393.75	15,725,000.00
05/01/31			485,775.00	485,775.00	15,725,000.00
11/01/31	525,000.00	6.375%	485,775.00	1,010,775.00	15,200,000.00
05/01/32			469,040.63	469,040.63	15,200,000.00
11/01/32	555,000.00	6.375%	469,040.63	1,024,040.63	14,645,000.00
05/01/33			451,350.00	451,350.00	14,645,000.00
11/01/33	590,000.00	6.375%	451,350.00	1,041,350.00	14,055,000.00
05/01/34			432,543.75	432,543.75	14,055,000.00
11/01/34	630,000.00	6.375%	432,543.75	1,062,543.75	13,425,000.00
05/01/35			412,462.50	412,462.50	13,425,000.00
11/01/35	670,000.00	6.375%	412,462.50	1,082,462.50	12,755,000.00
05/01/36			391,106.25	391,106.25	12,755,000.00
11/01/36	710,000.00	6.375%	391,106.25	1,101,106.25	12,045,000.00
05/01/37			368,475.00	368,475.00	12,045,000.00
11/01/37	760,000.00	6.375%	368,475.00	1,128,475.00	11,285,000.00
05/01/38			344,250.00	344,250.00	11,285,000.00
11/01/38	805,000.00	6.375%	344,250.00	1,149,250.00	10,480,000.00
05/01/39			318,590.63	318,590.63	10,480,000.00
11/01/39	855,000.00	6.375%	318,590.63	1,173,590.63	9,625,000.00
05/01/40			291,337.50	291,337.50	9,625,000.00
11/01/40	910,000.00	6.375%	291,337.50	1,201,337.50	8,715,000.00
05/01/41			262,331.25	262,331.25	8,715,000.00

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/41	970,000.00	6.375%	262,331.25	1,232,331.25	7,745,000.00
05/01/42			231,412.50	231,412.50	7,745,000.00
11/01/42	1,030,000.00	6.375%	231,412.50	1,261,412.50	6,715,000.00
05/01/43			198,581.25	198,581.25	6,715,000.00
11/01/43	1,095,000.00	6.375%	198,581.25	1,293,581.25	5,620,000.00
05/01/44			163,678.13	163,678.13	5,620,000.00
11/01/44	1,170,000.00	6.375%	163,678.13	1,333,678.13	4,450,000.00
05/01/45			126,384.38	126,384.38	4,450,000.00
11/01/45	1,240,000.00	6.375%	126,384.38	1,366,384.38	3,210,000.00
05/01/46			86,859.38	86,859.38	3,210,000.00
11/01/46	1,320,000.00	6.375%	86,859.38	1,406,859.38	1,890,000.00
05/01/47			44,784.38	44,784.38	1,890,000.00
11/01/47	1,405,000.00	6.375%	44,784.38	1,449,784.38	485,000.00
Total	**19,390,000.00**		**21,838,443.81**	**41,228,443.81**	

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/20	130,000.00	5.000%	269,653.13	399,653.13	9,135,000.00
05/01/21	-		266,403.13	266,403.13	9,135,000.00
11/01/21	135,000.00	5.000%	266,403.13	401,403.13	9,000,000.00
05/01/22	-		263,028.13	263,028.13	9,000,000.00
11/01/22	140,000.00	5.000%	263,028.13	403,028.13	8,860,000.00
05/01/23	-		259,528.13	259,528.13	8,860,000.00
11/01/23	150,000.00	5.000%	259,528.13	409,528.13	8,710,000.00
05/01/24	-		255,778.13	255,778.13	8,710,000.00
11/01/24	155,000.00	6.000%	255,778.13	410,778.13	8,555,000.00
05/01/25	-		251,128.13	251,128.13	8,555,000.00
11/01/25	165,000.00	6.000%	251,128.13	416,128.13	8,390,000.00
05/01/26	-		246,178.13	246,178.13	8,390,000.00
11/01/26	175,000.00	6.000%	246,178.13	421,178.13	8,215,000.00
05/01/27	-		240,928.13	240,928.13	8,215,000.00
11/01/27	185,000.00	6.000%	240,928.13	425,928.13	8,030,000.00
05/01/28	-		235,378.13	235,378.13	8,030,000.00
11/01/28	195,000.00	6.000%	235,378.13	430,378.13	7,835,000.00
05/01/29	-		229,528.13	229,528.13	7,835,000.00
11/01/29	210,000.00	6.000%	229,528.13	439,528.13	7,625,000.00
05/01/30	-		223,228.13	223,228.13	7,625,000.00
11/01/30	220,000.00	6.000%	223,228.13	443,228.13	7,405,000.00
05/01/31	-		216,628.13	216,628.13	7,405,000.00
11/01/31	235,000.00	6.000%	216,628.13	451,628.13	7,170,000.00
05/01/32	-		209,578.13	209,578.13	7,170,000.00
11/01/32	250,000.00	6.375%	209,578.13	459,578.13	6,920,000.00
05/01/33	-		201,609.38	201,609.38	6,920,000.00
11/01/33	265,000.00	6.375%	201,609.38	466,609.38	6,655,000.00
05/01/34	-		193,162.50	193,162.50	6,655,000.00
11/01/34	280,000.00	6.375%	193,162.50	473,162.50	6,375,000.00
05/01/35	-		184,237.50	184,237.50	6,375,000.00
11/01/35	300,000.00	6.375%	184,237.50	484,237.50	6,075,000.00
05/01/36	-		174,675.00	174,675.00	6,075,000.00
11/01/36	315,000.00	6.375%	174,675.00	489,675.00	5,760,000.00
05/01/37	-		164,634.38	164,634.38	5,760,000.00
11/01/37	340,000.00	6.375%	164,634.38	504,634.38	5,420,000.00
05/01/38	-		153,796.88	153,796.88	5,420,000.00
11/01/38	360,000.00	6.375%	153,796.88	513,796.88	5,060,000.00
05/01/39	-		142,321.88	142,321.88	5,060,000.00
11/01/39	385,000.00	6.375%	142,321.88	527,321.88	4,675,000.00
05/01/40	-		130,050.00	130,050.00	4,675,000.00
11/01/40	405,000.00	6.375%	130,050.00	535,050.00	4,270,000.00
05/01/41	-		117,140.63	117,140.63	4,270,000.00

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/41	435,000.00	6.375%	117,140.63	552,140.63	3,835,000.00
05/01/42	-		103,275.00	103,275.00	3,835,000.00
11/01/42	460,000.00	6.375%	103,275.00	563,275.00	3,375,000.00
05/01/43	-		88,612.50	88,612.50	3,375,000.00
11/01/43	490,000.00	6.375%	88,612.50	578,612.50	2,885,000.00
05/01/44	-		72,993.75	72,993.75	2,885,000.00
11/01/44	520,000.00	6.375%	72,993.75	592,993.75	2,365,000.00
05/01/45	-		56,418.75	56,418.75	2,365,000.00
11/01/45	555,000.00	6.375%	56,418.75	611,418.75	1,810,000.00
05/01/46	-		38,728.13	38,728.13	1,810,000.00
11/01/46	590,000.00	6.375%	38,728.13	628,728.13	1,220,000.00
05/01/47	-		19,921.88	19,921.88	1,220,000.00
11/01/47	625,000.00	6.375%	19,921.88	644,921.88	595,000.00
Total	**8,670,000.00**		**9,747,434.57**	**18,417,434.57**	

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND SERIES 2018

	Fiscal Year 2020				
	Adopted Budget FY 2020	Actual through 3/31/2020	Projected through 9/30/2020	Total Actual & Projected Revenue & Expenditures	Proposed FY 2021 Budget
REVENUES					
Assessment levy: gross	$214,271				$211,979
Allowable discounts (4%)	(8,571)				(8,479)
Assessment levy: net	205,700	$147,403	$ 58,297	$ 205,700	203,500
Assessments prepayment	-	16,176	-	16,176	-
Interest	-	1,705	-	1,705	-
Total revenues	205,700	165,284	58,297	223,581	203,500
EXPENDITURES					
Debt service					
Principal	50,000	-	50,000	50,000	55,000
Principal prepayment	-	-	15,000	15,000	-
Interest	147,750	73,875	73,875	147,750	147,038
Total debt service	197,750	73,875	138,875	212,750	202,038
Other fees and charges					
Tax collector	4,285	2,941	1,344	4,285	4,240
Total other fees & charges	4,285	2,941	1,344	4,285	4,240
Total expenditures	202,035	76,816	140,219	217,035	206,278
Net increase/(decrease) of fund balance	3,665	88,468	(81,922)	6,546	(2,778)
Fund balance - beginning (unaudited)	176,286	200,523	288,991	200,523	207,069
Fund balance - ending (projected)	$179,951	$288,991	$207,069	$ 207,069	204,291

Use of fund balance:	
Debt service reserve account balance (required)	(97,681)
Interest expense - December 15, 2021	(71,484)
Projected fund balance surplus/(deficit) as of September 30, 2021	$ 35,126

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
12/15/20			72,550.00	72,550.00	3,025,000.00
06/15/21	55,000.00	3.875%	72,550.00	127,550.00	2,970,000.00
12/15/21			71,484.38	71,484.38	2,970,000.00
06/15/22	55,000.00	3.875%	71,484.38	126,484.38	2,915,000.00
12/15/22			70,418.75	70,418.75	2,915,000.00
06/15/23	60,000.00	3.875%	70,418.75	130,418.75	2,855,000.00
12/15/23			69,256.25	69,256.25	2,855,000.00
06/15/24	60,000.00	3.875%	69,256.25	129,256.25	2,795,000.00
12/15/24			68,093.75	68,093.75	2,795,000.00
06/15/25	65,000.00	4.500%	68,093.75	133,093.75	2,730,000.00
12/15/25			66,631.25	66,631.25	2,730,000.00
06/15/26	65,000.00	4.500%	66,631.25	131,631.25	2,665,000.00
12/15/26			65,168.75	65,168.75	2,665,000.00
06/15/27	70,000.00	4.500%	65,168.75	135,168.75	2,595,000.00
12/15/27			63,593.75	63,593.75	2,595,000.00
06/15/28	70,000.00	4.500%	63,593.75	133,593.75	2,525,000.00
12/15/28			62,018.75	62,018.75	2,525,000.00
06/15/29	75,000.00	4.500%	62,018.75	137,018.75	2,450,000.00
12/15/29			60,331.25	60,331.25	2,450,000.00
06/15/30	80,000.00	4.875%	60,331.25	140,331.25	2,370,000.00
12/15/30			58,381.25	58,381.25	2,370,000.00
06/15/31	85,000.00	4.875%	58,381.25	143,381.25	2,285,000.00
12/15/31			56,309.38	56,309.38	2,285,000.00
06/15/32	90,000.00	4.875%	56,309.38	146,309.38	2,195,000.00
12/15/32			54,115.63	54,115.63	2,195,000.00
06/15/33	90,000.00	4.875%	54,115.63	144,115.63	2,105,000.00
12/15/33			51,921.88	51,921.88	2,105,000.00
06/15/34	95,000.00	4.875%	51,921.88	146,921.88	2,010,000.00
12/15/34			49,606.25	49,606.25	2,010,000.00
06/15/35	100,000.00	4.875%	49,606.25	149,606.25	1,910,000.00
12/15/35			47,168.75	47,168.75	1,910,000.00
06/15/36	105,000.00	4.875%	47,168.75	152,168.75	1,805,000.00
12/15/36			44,609.38	44,609.38	1,805,000.00
06/15/37	110,000.00	4.875%	44,609.38	154,609.38	1,695,000.00
12/15/37			41,928.13	41,928.13	1,695,000.00
06/15/38	115,000.00	4.875%	41,928.13	156,928.13	1,580,000.00
12/15/38			39,125.00	39,125.00	1,580,000.00
06/15/39	125,000.00	5.000%	39,125.00	164,125.00	1,455,000.00
12/15/39			36,000.00	36,000.00	1,455,000.00
06/15/40	130,000.00	5.000%	36,000.00	166,000.00	1,325,000.00
12/15/40			32,750.00	32,750.00	1,325,000.00
06/15/41	135,000.00	5.000%	32,750.00	167,750.00	1,190,000.00
12/15/41			29,375.00	29,375.00	1,190,000.00
06/15/42	145,000.00	5.000%	29,375.00	174,375.00	1,045,000.00

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 AMORTIZATION SCHEDULE

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
12/15/42			25,750.00	25,750.00	1,045,000.00
06/15/43	150,000.00	5.000%	25,750.00	175,750.00	895,000.00
12/15/43			22,000.00	22,000.00	895,000.00
06/15/44	160,000.00	5.000%	22,000.00	182,000.00	735,000.00
12/15/44			18,000.00	18,000.00	735,000.00
06/15/45	165,000.00	5.000%	18,000.00	183,000.00	570,000.00
12/15/45			13,875.00	13,875.00	570,000.00
06/15/46	175,000.00	5.000%	13,875.00	188,875.00	395,000.00
12/15/46			9,500.00	9,500.00	395,000.00
06/15/47	185,000.00	5.000%	9,500.00	194,500.00	210,000.00
12/15/47			4,875.00	4,875.00	210,000.00
06/15/48	195,000.00	5.000%	4,875.00	199,875.00	15,000.00
Total	**3,060,000.00**		**2,756,712.56**	**5,816,712.56**	

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2021 ASSESSMENTS

On-Roll Assessments

Parcel	Product	Sq. Ft. /Units	FY 2021 O&M Assessment per 1,000 Sq. Ft./Unit	FY 2021 DS Assessment per 1,000 Sq. Ft./Unit	FY 2021 Total Assessment per 1,000 Sq. Ft./Unit	FY 2020 Total Assessment per 1,000 Sq. Ft./Unit
Non-Residential						
Commercial Parcel 5	Retail	-	-	-	-	-
Commercial Parcel 6	Retail	-	-	-	-	-
Commercial Parcel 7	Retail	-	-	-	-	-
Commercial Parcel 8	Retail	-	-	-	-	-
Office Parcel 9	Office	-	-	-	-	-
Total		**-**				
Residential						
Residential Parcel 1	TH 22.5'	-	-	-	-	-
Residential Parcel 2/3	SF 40'	185	832.92	2,690.15	3,523.07	3,527.61
Residential Parcel 2/3- Prepaid	SF 40'	2	832.92	-	832.92	3,527.61
Residential Parcel 4	MF	348	233.62	-	233.62	n/a
Residential Parcel 10/11	SF 63'	47	817.99	3,104.13	3,922.12	3,926.81
Residential Parcel 10/11 - Reduced	SF 63'	13	817.99	2,604.21	3,422.20	3,426.89
Residential Parcel 10/11 - Prepaid	SF 63'	2	817.99	-	817.99	822.68
Residential Parcel 10/11	Villa 37.5'	30	817.99	3,114.80	3,932.79	3,926.81
Residential Parcel 10/11- Reduced	Villa 37.5'	2	817.99	2,719.05	3,537.04	n/a
Residential Parcel 12	Villa 37.5'	91	817.99	3,114.80	3,932.79	3,937.48
Residential Parcel 12 - Reduced	Villa 37.5'	23	817.99	2,719.05	3,537.04	3,541.73
Residential Parcel 12 - Prepaid	Villa 37.5'	20	817.99	-	817.99	822.68
Residential Parcel 13	SF 53'	85	817.99	3,227.14	4,045.13	4,049.82
Residential Parcel 13 - Reduced	SF 53'	56	817.99	2,816.73	3,634.72	3,639.41
Residential Parcel 13 - Prepaid	SF 53'	6	817.99	-	817.99	822.68
Residential Parcel 14	SF 73'	117	817.99	3,575.24	4,393.23	4,397.92
Residential Parcel 14 - Prepaid	SF 73'	2	817.99	-	817.99	822.68
Total		**1,029**				

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2021 ASSESSMENTS

Off-Roll Assessments

Product/Parcel	Product	Sq. Ft. /Units	FY 2021 O&M Assessment per 1,000 Sq. Ft./Unit	FY 2021 DS Assessment per 1,000 Sq. Ft./Unit	FY 2021 Total Assessment per 1,000 Sq. Ft./Unit	FY 2020 Total Assessment per 1,000 Sq. Ft./Unit
Non-Residential						
Commercial Parcel 5	Retail	275,000	382.11	363.34	745.45	779.70
Commercial Parcel 6	Retail	200,000	382.11	363.34	745.45	779.70
Commercial Parcel 7	Retail	100,000	382.11	363.34	745.45	779.70
Commercial Parcel 8	Retail	175,000	382.11	363.34	745.45	779.70
Office Parcel 9	Office	100,000	382.11	248.61	630.72	657.95
Total		**850,000**				
Residential						
Residential Parcel 1	TH 22.5'	206	764.22	1,023.61	1,787.83	1,792.10
Residential Parcel 2/3	SF 40'	-	-	-	-	-
Residential Parcel 2/3- Prepaid	SF 40'	-	-	-	-	-
Residential Parcel 4	MF	-	-	-	-	220.83
Residential Parcel 10/11	SF 63'	-	-	-	-	3,693.68
Residential Parcel 10/11 - Reduced	SF 63'	-	-	-	-	n/a
Residential Parcel 10/11	Villa 37.5'	-	-	-	-	3,703.73
Residential Parcel 12	Villa 37.5'	-	-	-	-	3,703.73
Residential Parcel 12 - Reduced	Villa 37.5'	-	-	-	-	n/a
Residential Parcel 12 - Prepaid	Villa 37.5'	-	-	-	-	n/a
Residential Parcel 13	SF 53'	-	-	-	-	3,809.41
Residential Parcel 13 - Reduced	SF 53'	-	-	-	-	n/a
Residential Parcel 13 - Prepaid	SF 53'	-	-	-	-	n/a
Residential Parcel 14	SF 73'	-	-	-	-	4,136.91
Total		**206**				

Note: The exact number of units that will be assessed on-roll and off-roll will be updated after June 2020 based on information received from the St. Johns County Property Appraiser's Office

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2020-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; 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

WHEREAS, the Twin Creeks North Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in St. Johns County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"), attached hereto as **Exhibit A;** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector

("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit B**, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefits exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B,** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A and B.** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. Tax Roll Assessments. The operation and maintenance special assessments and previously levied debt service special assessments shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A and B.**

B. Future Collection Methods. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by

the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the Twin Creeks North Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Twin Creeks North Community Development District.

PASSED AND ADOPTED this 1st day of September, 2020.

ATTEST:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A: Budget

Exhibit B: Assessment Roll

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

10A

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-2020-01

Issue Date: July 17, 2020

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-2020-01)

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-2020-01**.

Proposal Documents Availability: The Request for Proposals will be available on **Friday, July 17, 2020, beginning at 10:00 a.m.** Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at gillyardd@whhassociates.com, to receive a copy of the Proposal documents.

Mandatory Pre-Proposal Site Meeting: There will not be a Mandatory Pre-Proposal meeting.

Proposal Due Date: Companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m., on Friday, August 14, 2020**. Send the electronic proposal in pdf. format to Mrs. Daphne Gillyard, at gillyardd@whhassociates.com.

Consideration of Proposals: The Board of Supervisors will consider and rank all proposals at the **Tuesday, September 1, 2020**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **11:30 a.m**., at the **Construction Trailer located at 135 Beachwalk Blvd., St. Johns, Florida 32259.** 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
Howard McGaffney,
District Manager

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2020-01
LANDSCAPE MAINTENANCE SERVICES

INSTRUCTIONS TO PROPOSING COMPANIES

0. **Proposal Documents Availability:** The Request for Proposals will be available on **Friday, July 17, 2020, beginning at 10:00 a.m.** Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at gillyardd@whhassociates.com, to receive a copy of the Proposal documents.

1. **Mandatory Pre-Proposal Site Meeting:** There will not be a Mandatory Pre-Proposal Meeting.

2. **Proposal Due Date:** Companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m., on Friday, August 14, 2020**. Send the electronic proposal in pdf. format to Mrs. Daphne Gillyard, at gillyardd@whhassociates.com

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 Mrs. Daphne Gillyard at gillyardd@whhassociates.com The final date and time the District will accept questions, or requests for interpretations and clarifications, will be **Monday, August 3, 2020 at 12:00 p.m.**

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 **Tuesday, September 1, 2020**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **11:30 a.m**., at the **Construction Trailer located at 135 Beachwalk Blvd., St. Johns, Florida 32259.** 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. **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.
12. **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.
13. **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.
14. **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.
15. **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.

16. <u>All proposals shall include the following information in addition to any other requirements of the proposal documents:</u>

- 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.
- Proposal will follow required staffing levels according to the hours of operations & Staffing Levels in Exhibit "F", in order to provide residents with high quality services.
- 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 above under G, 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 under G and I.
- 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-2020-01
LANDSCAPE MAINTENANCE SERVICES

EVALUATION CRITERIA

Experience: (25 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.

Personnel: (25 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.
- 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 Three, 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-2020-01) For Landscape Maintenance Services

SUPERVISOR EVALUATION/RANKING SHEET

RESPONDENT	EVALUATION CRITERIA					
	EXPERIENCE	PERSONNEL	PRICE	FINANCIAL CAPABILITY	UNDERSTANDING SCOPE OF WORK	TOTAL POINTS
	25 POINTS	25 POINTS	30 POINTS	10 POINTS	10 POINTS	100 POINTS
						Total Points Given
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						

NOTES:

Completed by: _____ Date: _____
Supervisor's Name/Signature

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2020-01
LANDSCAPE MAINTENANCE SERVICES

BASIC ORGANIZATION INFORMATION

Date Submitted _____, 2020

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. _____

1st Contact Name _____ Title _____

2nd 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 _____

1st Contact Name _____ Title _____

2nd 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. _____

1st 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.

(2019) _____, (2018) _____, (2017) _____

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 sited 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.

_____ By: _____

Name of Proposer

This _____day of _____, 2020 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 _____, 2020, by _____, as _____ of _____. 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

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2020-01
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).

SERVICE	Year 1 Oct. 1, 2020 – Sept. 30, 2021	Year 2 Oct. 1, 2021 – Sept. 30, 2022	Year 3 Oct.1, 2022 – Sept. 30, 2023
Pond Bank Maintenance	$	$	$
Landscape and Irrigation Maintenance	$	$	$
Total Amount-Monthly	**$**	**$**	**$**
Total Amount-Annually	**$**	**$**	**$**
Mulch, Annuals, and Tree Care, Priced Separately, do not include in Totals Above			
Mulch Install (Pine Bark, 1x per year)	$	$	$
Annual Flowers (4 rotations per year)	$	$	$

LABOR		
# of Crew Members Weekly During Growing Season		#
# of Crew Members Weekly During non-growing season		#
# Irrigation Tech Labor Rate	As Needed/Requested	$ _____HR
SOD / SEED REPLACEMENT		
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, see 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-2020-01
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 _____, 2020.

_____

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 _____, 2020 (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 _____, 2020, 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 _____, 2020; and

WHEREAS, the District Board of Supervisors, at its meeting of _____, 2020, 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 in accordance with this Agreement, inclusive of all exhibits or other contract documents specifically made a part of this Agreement.

1.2 Contract Exclusions.

1.2.1 The Contractor acknowledges that the District's award of this Agreement DOES NOT INCLUDE the following items, which have been removed from the scope of work as originally set forth in the RFP/Scope of Work (unless set forth in the Proposal) and that Contractor shall not perform such work and will not be compensated for such work:

1.2.1.1 Mulch Install (Pine Bark) – All Common Areas; 1x per year
1.2.1.2 Annual Flowers – All Common Areas; 4x per year

1.2.2 The Contractor acknowledges and agrees that the work set forth in Section 1.2 will be separately solicited or bid by the District and may be performed by one or more other contractors or vendors hired or retained by the District to perform the same.

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. If and only if specifically directed by the District Manager of the District, the Contractor shall respond to District within twenty-four (24) hours of a storm event to remove storm damage debris. 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. 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 2.36, Contractor shall perform such work under 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 twelve (12) equal monthly installments.

Contract Year	**Annual Contract Amount**
Year 1: October 1, 2020 – September 30, 2021	$_____
Year 2: October 1, 2021 – September 30, 2022	$_____
Year 3: October 1, 2022 – September 30, 2023	$_____

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 31st (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 October 1, 2020, and, unless otherwise terminated sooner, the term of the Agreement shall expire three (3) years later on September 30, 2023 (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 constructed 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 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.

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: _____ Print name: _____
Secretary/Assistant Secretary Chair/Vice Chair

_____ day of _____, 2020

_____**, a**
_____

_____ By:
_____
Print: _____
_____ Title: _____
Print Name

_____ _____ day of _____, 2020
_____
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 _____, 2020, 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: _____, 2020

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 **District**	**Twin Creeks North Community Development**
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 this ____ day of _____, 2020, 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, 14a, 14b, 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 this landscape service contract shall be for One (1) year with an automatic renewal of one year, upon mutual agreement of both parties. Contract will also include option for either party to terminate at any point given 30-days' notice.

b. Contractor Requirements:
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 *I* 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 2021. 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: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST**

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: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST**

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 once a month for a total of 12 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 monthly. 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
  - 2nd or 3rd week Mole cricket prevention application of Fipronil
- **APRIL**
  - 3rd or 4th 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)
- **2nd 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.*

Soil Spray (Week 1)		
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

Foliar Spray (Weeks 2-4)		
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

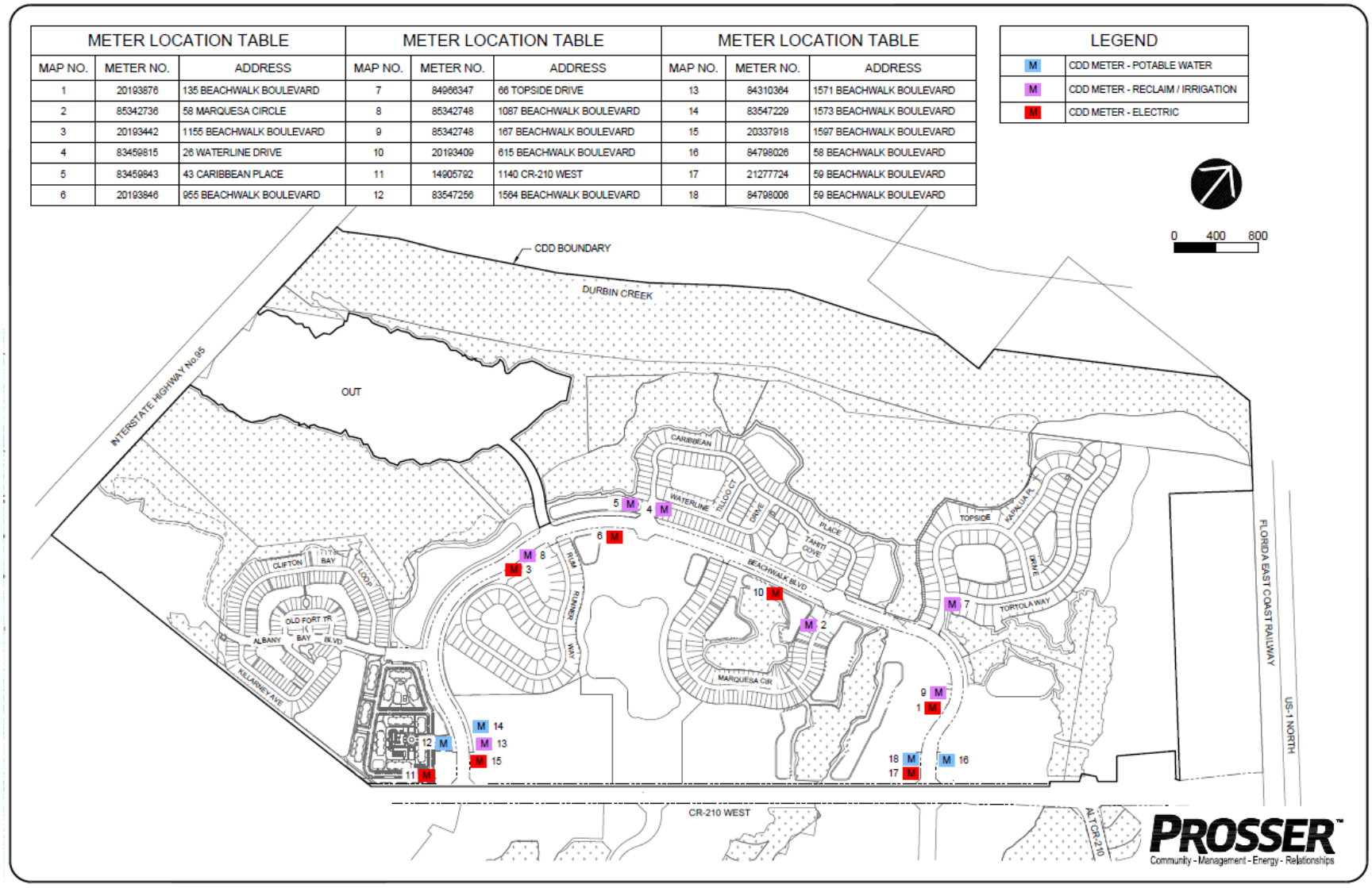
Exhibit G: Irrigation Map

METER LOCATION TABLE		
MAP NO.	METER NO.	ADDRESS
1	20193876	135 BEACHWALK BOULEVARD
2	85342736	58 MARQUESA CIRCLE
3	20193442	1155 BEACHWALK BOULEVARD
4	83459815	26 WATERLINE DRIVE
5	83459843	43 CARIBBEAN PLACE
6	20193846	955 BEACHWALK BOULEVARD

METER LOCATION TABLE		
MAP NO.	METER NO.	ADDRESS
7	84966347	66 TOPSIDE DRIVE
8	85342748	1087 BEACHWALK BOULEVARD
9	85342748	167 BEACHWALK BOULEVARD
10	20193409	615 BEACHWALK BOULEVARD
11	14905792	1140 CR-210 WEST
12	83547256	1564 BEACHWALK BOULEVARD

METER LOCATION TABLE		
MAP NO.	METER NO.	ADDRESS
13	84310364	1571 BEACHWALK BOULEVARD
14	83547229	1573 BEACHWALK BOULEVARD
15	20337918	1597 BEACHWALK BOULEVARD
16	84798026	58 BEACHWALK BOULEVARD
17	21277724	59 BEACHWALK BOULEVARD
18	84798006	59 BEACHWALK BOULEVARD

LEGEND	
M	CDD METER - POTABLE WATER
M	CDD METER - RECLAIM / IRRIGATION
M	CDD METER - ELECTRIC



TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

10B

THE ST. AUGUSTINE RECORD
Affidavit of Publication

TWIN CREEKS NORTH CDD
2300 GLADES ROAD SUITE 410W

BOCA RATON, FL 33431

ACCT: 19105
AD# 0003292684-01

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 **No. TCN-LMS-2020-01.** was published in said newspaper on **07/17/2020.**

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-2020-01.**

Proposal Documents Availability: The Request for Proposals will be available on **Friday, July 17, 2020, beginning at 10:00 a.m.** Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at gillyardd@whhassociates.com, to receive a copy of the Proposal documents.

Mandatory Pre-Proposal Site Meeting: There will not be a Mandatory Pre--Proposal meeting.

Proposal Due Date: Companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m., on Friday, August 14, 2020.** Send the electronic proposal in pdf. format to Mrs. Daphne Gillyard, at gillyardd@whhassociates.com.

Consideration of Proposals: The Board of Supervisors will consider and rank all proposals at the **Tuesday, September 1, 2020,** Twin Creeks North CDD Regular Meeting, scheduled to be held at **11:30 a.m.,** at the **Construction Trailer located at 135 Beachwalk Blvd., St. Johns, Florida 32259.** 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
Howard McGaffney,
District Manager
0003292684 July 17, 2020

Sworn to (or affirmed) and subscribed before me by means of

[✓] physical presence or
[ ] online notarization

this JUL 17 2020 day of _____

by _____ who is personally known to me or who has produced as identification

_____
(Signature of Notary Public)

Notary Public State of Florida
TIFFANY M LOWE
My Commission GG 115811
Expires 06/18/2021

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

10C

The Tree Amigos

OUTDOOR SERVICES

The Tree Amigos

Twin Creeks North CDD Landscape and Irrigation Management Proposal

From

The Tree Amigos

5000 -18 Highway 17 #235 Φ Fleming Island, FL 32003 Φ Office: (904) 778-1030 Fax: (904) 778-1045

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-2020-01

Issue Date: July 17, 2020

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-2020-01)

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

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Mandatory Pre-Proposal Site Meeting: There will not be a Mandatory Pre-Proposal meeting.

Proposal Due Date: Companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m., on Friday, August 14, 2020**. Send the electronic proposal in pdf. format to Mrs. Daphne Gillyard, at gillyardd@whhassociates.com.

Consideration of Proposals: The Board of Supervisors will consider and rank all proposals at the **Tuesday, September 1, 2020**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **11:30 a.m**., at the **Construction Trailer located at 135 Beachwalk Blvd., St. Johns, Florida 32259.** 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
Howard McGaffney,
District Manager

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2020-01
LANDSCAPE MAINTENANCE SERVICES

INSTRUCTIONS TO PROPOSING COMPANIES

0. **Proposal Documents Availability:** The Request for Proposals will be available on **Friday, July 17, 2020, beginning at 10:00 a.m.** Please contact Mrs. Daphne Gillyard at (561) 571-0010, or by email at gillyardd@whhassociates.com, to receive a copy of the Proposal documents.

1. **Mandatory Pre-Proposal Site Meeting:** There will not be a Mandatory Pre-Proposal Meeting.

2. **Proposal Due Date:** Companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m., on Friday, August 14, 2020**. Send the electronic proposal in pdf. format to Mrs. Daphne Gillyard, at gillyardd@whhassociates.com

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 Mrs. Daphne Gillyard at gillyardd@whhassociates.com The final date and time the District will accept questions, or requests for interpretations and clarifications, will be **Monday, August 3, 2020 at 12:00 p.m.**

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 **Tuesday, September 1, 2020**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **11:30 a.m**., at the **Construction Trailer located at 135 Beachwalk Blvd., St. Johns, Florida 32259.** 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. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. <u>All proposals shall include the following information in addition to any other requirements of the proposal documents:</u>

- 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.
- Proposal will follow required staffing levels according to the hours of operations & Staffing Levels in Exhibit "F", in order to provide residents with high quality services.
- 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 above under G, 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 under G and I.
- 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-2020-01
LANDSCAPE MAINTENANCE SERVICES

EVALUATION CRITERIA

Experience: (25 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.

Personnel: (25 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.
- 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 Three, 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-2020-01) For Landscape Maintenance Services

SUPERVISOR EVALUATION/RANKING SHEET

RESPONDENT	EVALUATION CRITERIA					
	EXPERIENCE	PERSONNEL	PRICE	FINANCIAL CAPABILITY	UNDERSTANDING SCOPE OF WORK	TOTAL POINTS
	25 POINTS	25 POINTS	30 POINTS	10 POINTS	10 POINTS	100 POINTS
						Total Points Given
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						

NOTES:

Completed by: _____ Date: _____
Supervisor's Name/Signature

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2020-01
LANDSCAPE MAINTENANCE SERVICES

BASIC ORGANIZATION INFORMATION

Date Submitted August 14, 2020

1. Proposer The Tree Amigos Outdoor Company, Inc.
[Company Name]

| | | An Individual
| | | A LLC
| | | A LLP
| | | A Partnership
| | | A Corporation
| **x** | A S. Corporation

2. Proposer's Company Address:

Street Address 2105 Harbor Lake Dr.

P.O. Box (if any) 5000-18 Highway 17 #235

City Fleming Island State Florida Zip Code 32003

Telephone 904-778-1030 Fax no. 904-778-1045

1st Contact Name James Proctor Title Secretary/Treasurer

2nd Contact Name Steve Nelson Title President

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 _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

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

Street Address 2105 Harbor Lake Dr.

P.O. Box (if any) _____

City Fleming Island State Florida Zip Code 32003

Telephone 904-778-1030 Fax No. 904-778-1045

1st Contact Name James Proctor Title Secretary/Treasurer

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

yes (x) (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 (x) no ( )

If no, please explain _____

_____

_____

Date Incorporated April 7, 2003 Charter No. P03000038971

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 (**x**) (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 (**x**) no ( )

If no, please explain _____

_____

_____

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

If no, please explain _____

_____

_____

Date Proposer was organized: April 7, 2003

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 (**x**) no ( )

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

Type of registration : **Construction Trades**

License No. : 287 Expiration Date: 10/11/2021

Qualifying Individual: James Proctor Title: Owner Secretary/Treasurer

List company(s) currently qualified under this license: The Tree Amigos Outdoor Services, Inc.

Type of registration : **Certified Pest Control**

License No. : JF184463 Expiration Date: 6/1/2021

Qualifying Individual: James Proctor Title: Owner Secretary/Treasurer

List company(s) currently qualified under this license: The Tree Amigos Outdoor Services, Inc.

Type of registration : **LTD Commercial Fertilizer Applicator**

License No. : LF209244 Expiration Date: 10/1/2021

Qualifying Individual: James Proctor Title: Owner Secretary/Treasurer

List company(s) currently qualified under this license: The Tree Amigos Outdoor Services, Inc.

Type of registration : **Irrigation and Sprinkler**

License No. : C-165-IR Expiration Date: 09/30/2020

Qualifying Individual: James Proctor Title: Owner Secretary/Treasurer

List company(s) currently qualified under this license: The Tree Amigos Outdoor Services, Inc.

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

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

Type of Registration: **Irrigation and Sprinkler**

License No. : C-165-IR Expiration Date: 09/30/2020

Qualifying Individual: James Proctor Title: Owner Secretary/Treasurer

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.

(2019) $10,746,598, (2018) $6,482,120, (2017) $5,859,341

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 $ 2,000,000

Automobile Liability $ 1,000,000

Workers Compensation $ 1,000,000

Expiration Date 9/24/20 WC 7/1/21

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

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

_____

_____

_____

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

.69

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 (**x**)

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.

The Tree Amigos Outdoor Services, Inc.
Name of Proposer

By: James Proctor

This 14th day of August, 2020

By: James Proctor Secretary/Treasurer

[Name and Title of Person Signing]

(Apply Corporate Seal, if filing as a corporation)

STATE OF FLORIDA }

COUNTY OF Clay }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 14 day of August, 2020, by Jim Proctor, as Secretary of Tree Amigos Outdoor Services. 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.

Mary E. Malloy
Notary Public

Mary E. Malloy
Print Name

MARY E. MALLOY
Notary Public - State of Florida
Commission # GG 266865
My Comm. Expires Oct 14, 2022
Bonded through National Notary Assn.

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2020-01
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).

SERVICE	Year 1 Oct. 1, 2020 – Sept. 30, 2021	Year 2 Oct. 1, 2021 – Sept. 30, 2022	Year 3 Oct.1, 2022 – Sept. 30, 2023
Pond Bank Maintenance	$ 27,225.52	$ 27,770.03	$ 28,325.43
Landscape and Irrigation Maintenance	$498,512.87	$508,483.12	$518,652.78
Total Amount-Monthly	**$43,811.53**	**$44,687.76**	**$45,581.51**
Total Amount-Annually	**$525,738.39**	**$536,253.15**	**$546,978.21**
Mulch, Annuals, and Tree Care, Priced Separately, do not include in Totals Above			
Mulch Install (Pine Bark, 1 per year)	$185,310.00	$185,310.00	$185,310.00
Annual Flowers (4 rotations per year)	$42,000.00	$42,000.00	$42,000.00

LABOR		
# of Crew Members Weekly During Growing Season		**# 14**
# of Crew Members Weekly During non-growing season		**# 10**
# Irrigation Tech Labor Rate	As Needed/Requested	$ 65.00 HR
SOD / SEED REPLACEMENT		
Bermuda – Sq. Ft.	As Needed/Requested	**$.95/Sq. Ft.**
St. Augustine – Sq. Ft.	As Needed/Requested	**$.85/Sq. Ft.**
Bahia – Sq. Ft.	As Needed/Requested	**$.75/Sq. Ft.**
Winter Rye – Sq. Ft.	As Needed/Requested	**$.019/Sq. Ft.**
Dead Sod Removal – Hr. Rate	As Needed/Requested	**$65.00/Hr.**
Sod Install – Hr. Rate	As Needed/Requested	**$65.00/Hr.**
Soil Test – Total Cost	As Needed/Requested	**$45.00**
Aeration Sq. Ft.	As Needed/Requested	**$.0053/Sq. Ft.**

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

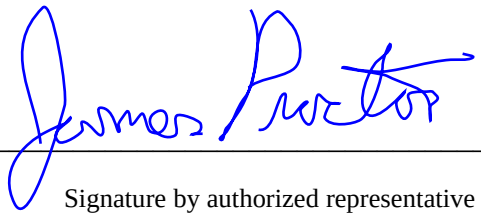
TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2020-01
LANDSCAPE MAINTENANCE SERVICES

AFFIDAVIT OF NON-COLLUSION

State of Florida

County of Clay

I James Proctor, do hereby certify that I have not, either directly or indirectly participated in collusion or proposal rigging. Affiant is a Secretary/Treasurer in the firm of The Tree Amigos Outdoor Services, Inc., 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 14 day of August, 2020.



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 1st day of October, 2020 (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

The Tree Amigos Outdoor Services, Inc., a S-Corp, whose business address is 5000-18 Highway 17 #235 Fleming Island, FL 32003, 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 July 17, 2020, 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 _____, 2020; and

WHEREAS, the District Board of Supervisors, at its meeting of September 1, 2020, 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 in accordance with this Agreement, inclusive of all exhibits or other contract documents specifically made a part of this Agreement.

1.2 Contract Exclusions.

1.2.1 The Contractor acknowledges that the District's award of this Agreement DOES NOT INCLUDE the following items, which have been removed from the scope of work as originally set forth in the RFP/Scope of Work (unless set forth in the Proposal) and that Contractor shall not perform such work and will not be compensated for such work:

1.2.1.1 Mulch Install (Pine Bark) – All Common Areas; 1x per year
1.2.1.2 Annual Flowers – All Common Areas; 4x per year

1.2.2 The Contractor acknowledges and agrees that the work set forth in Section 1.2 will be separately solicited or bid by the District and may be performed by one or more other contractors or vendors hired or retained by the District to perform the same.

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. If and only if specifically directed by the District Manager of the District, the Contractor shall respond to District within twenty-four (24) hours of a storm event to remove storm damage debris. 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. 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 2.36, Contractor shall perform such work under 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 twelve (12) equal monthly installments.

Contract Year	**Annual Contract Amount**
Year1:October1,2020–September30,2021	$498,512.87
Year2:October1,2021–September30,2022	$508,483.12
Year3:October1,2022–September30,2023	$518,652.78

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 31st (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 October 1, 2020, and, unless otherwise terminated sooner, the term of the Agreement shall expire three (3) years later on September 30, 2023 (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: The Tree Amigos Outdoor Service, Inc.
5000-18 Highway 17 #235
Fleming Island, FL 32003
Attention: James Proctor

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 constructed 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 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 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.

The Tree Amigos Outdoor Services, Inc.
Name of Proposer

By: James Proctor

This 14th day of August, 2020

By: James Proctor Secretary/Treasurer

[Name and Title of Person Signing]

(Apply Corporate Seal, if filing as a corporation)

STATE OF FLORIDA }

COUNTY OF Clay }

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 14 day of August, 2020, by Jim Proctor, as Secretary of Tree Amigos Outdoor Services. 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.

Mary Malloy
Notary Public

Mary E. Malloy
Print Name

MARY E. MALLOY
Notary Public - State of Florida
Commission # GG 266865
My Comm. Expires Oct 14, 2022
Bonded through National Notary Assn.

EXHIBIT A

LIST OF CONTRACT DOCUMENTS

EXHIBIT A - LIST OF CONTRACT DOCUMENTS-Financials are available upon approval
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

The Tree Amigos

Exhibit "A"

August 14, 2020
Twin Creeks North CDD.

Dear Community Members,

Thank you for allowing us to submit a landscape and irrigation management proposal for **Twin Creeks North CDD.** Tree Amigos is committed to offering the highest quality service and best overall horticultural expertise in the landscape industry. We are excited about this opportunity and look forward to being an integral part of your community. Financials are available for review upon approval if required.

LANDSCAPE MANAGEMENT PROPOSAL October 1 2020-Sept 30, 2021:

Total annual cost for landscape, irrigation and pond bank maintenance services $525,738.39
Total monthly billing @ 43,811.53
This Amount is based on 52 work week schedule per 7/17/2020 RFP
Above includes: Mowing, trimming, edging, fertilization, pest and weed control,
Irrigation system checks, select palm trimming, select tree trimming per RFP 7/17/20.

Mulch (4118 yards x 1 per year): $185,310.00 annually
Annuals (4200 flowers x 4 per year): $42,000.00 annually
Overseeding of Bermuda: 925,460 sq. ft.: $21,600.00 annually

LANDSCAPE MANAGEMENT PROPOSAL October 1 2021-Sept 30, 20212:

Total annual cost for landscape, irrigation and pond bank maintenance services $536,253.15
Total monthly billing @ 44,687.76
This Amount is based on 52 work week schedule per 7/17/2020 RFP
Above includes: Mowing, trimming, edging, fertilization, pest and weed control,
Irrigation system checks, select palm trimming, select tree trimming per RFP 7/17/20.

Mulch (4118 yards x 1 per year): $185,310.00 annually
Annuals (4200 flowers x 4 per year): $42,000.00 annually
Overseeding of Bermuda: 925,460 sq. ft.: $21,600.00 annually

The Tree Amigos

LANDSCAPE MANAGEMENT PROPOSAL October 1 2022-Sept 30, 2023:

Total annual cost for landscape, irrigation and pond bank maintenance services $546,978.21
Total monthly billing @ 45,581.51
This Amount is based on 52 work week schedule per 7/17/2020 RFP
Above includes: Mowing, trimming, edging, fertilization, pest and weed control,
Irrigation system checks, select palm trimming, select tree trimming per RFP 7/17/20.

Mulch (4118 yards x 1 per year): $185,310.00 annually
Annuals (4200 flowers x 4 per year): $42,000.00 annually
Over-seeding of Bermuda 925,460 sq. ft.: $21,600.00 annually

ADDITIONAL SERVICES
Irrigation repairs @ **$65.00** per hour plus parts
St. Augustine Sod Replacement @ **.85** per sq. ft.
Mulch installation @ **$50.00** per yard
Pine Straw @ **$6.50** per bale

The Tree Amigos commitment to this community includes maintaining the assets of Twin Creeks North and through teamwork, knowledge of the property and professional landscape experience, **improving Twin Creeks North assets.**

Sincerely,

Jim Proctor

5000 -18 Highway 17 #235 Φ Fleming Island, FL 32003 Φ Office: (904) 778-1030 Fax: (904) 778-1045

Tree Amigos Outdoor Services
Maintenance

JIM PROCTOR

Owner

LA CASA OFFICE & SHOP
DOUG HILL
Operations Manager

- ROUTE 16 SHOP — **Alan Slaughter** — Accounts Manager
  - Outside Route Supervisor — Route 16
    - 5-6 Man Crew — Route 16 Shop
  - Multiple Property Oversights & Reviews #2 & #3 Crew
  - **A.J. Pope** — Spray Technician Turf Management
    - Assistance Spray Tech — Crew Member
  - Landscape Maint. Tech. 3-4 Crew
  - Landscape Maint. Tech. 3-4 Crew
  - Landscape Maint. Tech. 3-4 Crew
  - 2-4 Man Crew Improvement
  - 1-2 Man Crew Irrigation
- **LA CASA OFFICE & SHOP** — **BRAD HARPER** — Head of Turf Mgmt, Fertilizer and Pest Control
- **LA CASA OFFICE & SHOP** — **Dalton Owens** — Landscape Maint, Crew Leader #1
- **LA CASA OFFICE & SHOP** — **Johhny Payton** — Landscape Maint. Crew Leader #2
- LA CASA OFFICE & SHOP — **Brian Tewell** — Landscape Maint. Crew Leader #3
- **Brad Lewis** — Property Improvement Supervisor
- **Bryce Sward** — Irrigation Lead Maintenance Tech
- **Roger Flick** — Detail Spray Manager
- **Linda/Katie** — Floriculture Team
- **Joe Horne** — Fleming Island Plantation Detail Crew Leader
  - 4 Person Team
- **Bo Permenter** — E.H. Mow Leader
  - 5 Person Team

LA CASA OFFICE & SHOP
JOHN FRAZIER
Irrigation Division Manager & Property Improvements

EAGLE HARBOR SHOP
DOUG RAINEY
Community Supervisor

- CYPRESS VILLAGE /MAYO OFFICE AND SHOP — LARRY WILSON — Accounts Manager
  - Account Manager
    - **Anthony Mohre** — Community Supervisor — Mayo Clinic
      - 6 Man Crew — Mayo Clinic Shop
      - Landscape Maintenance Tech
    - **Andrew Crafts** — Community Supervisor — Cypress Village
      - 8-10 Man Crew — Cypress Village
    - Multiple Property Oversight Reviews #2
      - *Responsible Managing Property in Districts Maintained* by Crew #2

CORPORATE OFFICERS

Company Name **Tree Amigos Outdoor Services, Inc.** Date **August 14, 2020**

Provide the following information for Officers of the Proposer and parent company, if any.

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
James D Proctor	**Secretary/Treasure**	**Owner**	**Fleming Island, Florida**
Steve Nelson	**President**	**Owner**	**St. Augustine, Florida**
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name Tree Amigos Outdoor Services, Inc. Date August 14, 2020

What is the experience of the key management and supervisory personnel of the Proposer for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Doug Hill	Direction of Operations	Commercial Maintenance	11	36
Brad Harper	Pest Control Manager	Directs Spray technicians	5	12
Kevin Hill	Construction Supervisor	Supervises installation of residential & Commercial project	11	21
John Frazier	Irrigation Supervisor	Directs Irrigation Crew,Installation & Maintenance of new & existing irrigation systems	9	21
Shannon McKissock	Landscape Design & Estimating	Commercial & Residential estimating, Landscape Designing	16	21
Colleen Ryan	Office Manager	General Accounting	15	20

Jim Proctor

(904) 545-7150 1574 Waters Edge ♦ Fleming Island, FL 32003

Professional Profile

Tree Amigos Outdoor Services, Inc. (2003 – Present)
Co-owner

- Landscape design, installation, and maintenance

East West Partners Eagle Harbor Community in Orange Park, FL (1993 – 2003)
Landscape Construction Manager

- All phases of design, installation of landscape, irrigation, and floriculture
- 22 Years Community Development District experience

Landscape construction Manager for Windsong Community in Winter Park, Florida

- All phases of design, installation of landscape, irrigation, and floriculture

Landscape Maintenance Manager for Eagle Harbor

- All phases of property management including horticulture, floriculture, pest management, irrigation maintenance and repair.
- Involvement in all event planning with community managers

Landscape Maintenance Manager at Windsong

Black Diamond Golf Community (1992 – 1993)
Head of landscape operations

Post Properties of Tampa
Property Manager for 3 apartment properties

Education

A.S. Landscape Technology – Horticulture Degree
Lake City Community College
Certified Irrigation Contractor
Certified Pest Control Operator

References

1. **Florida CMS Corporation** Jacksonville, FL
2. **East West Partners** Midlothian, VA
3. **The Conlan Company**
4. **The Angelo Group**
5. **Kur-Star Construction** Jacksonville, FL

Tree Amigos
Outdoor Services

Steve Nelson

(904) 808-4077 4070 Myrtle Street ♦ St. Augustine FL 32084

Professional Profile

Tree Amigos Outdoor Services, Inc. (2000 – Present)
President

- Commercial and new residential landscape design, installation and maintenance
- 10 Years project & field manager of Community Development District Maintenance
- Tree nursery

Nelson's Creative Designscape Jacksonville, FL (1990 – 2003)
President

- Residential and Commercial Landscape Design, Installation and Maintenance
- 22 Years of combined Community Development District experience

Disney Corp. Orlando, FL (1990)
Landscape Installer

Smallwood Landscape Naples, FL (1990)
Landscape Installer

Education

A.S. Landscape Technology – Horticulture Degree
Lake City Community College Lake City, FL (1987-1990)

Summary of Qualifications

22 years of Community Development District experience

References

1. The Conlan Company
2. Angelo Group
3. Florida CMS Corp., Jacksonville, FL
4. East West Partners, Midlothian, VA
5. Kur-Star Construction, Jacksonville, FL

Colleen Ryan (330) 304-8865 1775 Chatham Village Dr ♦ Fleming Island, FL 32003

Professional Profile

Tree Amigos Outdoor Services, Inc. (June 2019 - Present)
Accountant

- Responsible for month-end closing, journal entries, bank reconciliation, financial statement preparation & presentation, coordinate and prepare annual budgets and forecasts, payroll, sales/use tax returns, accounts payable, accounts receivable, worker's compensation processing, Sage accounting package

IntelliNet Corporation Cleveland, OH (March 2005 – May 2019)
Accounting Manager

- Responsible for month-end closing, journal entries, bank reconciliation, financial statement preparation & presentation, coordinate and prepare annual budgets and forecasts, payroll, sales/use tax returns, accounts payable, accounts receivable, worker's compensation processing, Quickbooks accounting package

KeyBank. **Cleveland, OH (**April 2000 – February 2005)
Customer Identification Unit Manager

- Created and implemented the Customer Identification Unit in compliance with Patriot Act Section 326, Assisted Key Technology Services in development, testing and maintenance of web-based applications focused on the Customer Identification Unit, Managed a department of 20 employees, Authenticated and validated client data, Monitored all new accounts for fraudulent documentary evidence, Reviewed electronic signatures for fraud, Monitored and reviewed credit bureaus for fraud alerts to comply with the Fair and Accurate Credit Transaction Act (F.A.C.T.), Established and maintained relationships with all banking lines of business, Utilized Lexis-Nexis, Accurint and Coast to Coast to validate customer information

Education

Baldwin-Wallace University Berea, Ohio
Bachelor of Arts May 2011 Major: Accounting
Cuyahoga Community College Parma, Ohio
Associate of Arts May 2007 Major: Math

John N. Fraizer 249 North Mimosa ♦ Middleburg, FL 32068

Professional Profile

Tree Amigos Outdoor Services, Inc. (2010 – Present)

- Irrigation Technician

Professional Garage Doors (2001 – 2010)

- Owner and operator

John Fraizer Lawn Maintenance (2001 -- 2010)

- Owner and operator

Earthly Exteriors Nursery and Landscape (1998 – 1999)

- Foreman Landscape install, nursery helper

East West Partners (1996—1998)

- Laborer common grounds maintenance Eagle Harbor

Education

High School Graduate
Middleburg high School (1996)

Summary of Qualifications

- 15 years of Community Development District experience
- Highly organized
- Detail oriented
- Success in exceeding customer expectations

Tree Amigos
Outdoor Services

Kevin Hill 1879 County Road 220 ♦ Fleming Island, FL 32003

Professional Profile

Tree Amigos Outdoor Services, Inc. (October 2008 – Present)
Construction Supervisor

- Organizing crew and ordering job materials
- Safety Manager
- Maintain all equipment

Sassman Pump and Sprinkler (July 2006 – August 2008)
Lead Tech

- Supervised installation of residential and commercial jobs, service calls and sales

Robs Reef (April 2004 – June 2006)
Part Owner

- Managed 70 plus accounts
- Installation of high-end aquariums

Florida Pump Service (December 1998 – May 2004)
Lead Tech

- Parts Manager, installed pumps, and performed outside sales

Summary of Qualifications

- Well and pump specialist (fountains, wells, water features)
- Certified in Tiger flow VFD and booster pumps for high-rise buildings and golf courses
- Certified OSHA Safety
- Certified (ECATTS) Environmental Compliance Training
- 15 years of Community Development District Experience

Tree Amigos
Outdoor Services

Shannon McKissock (904)451-7039 ♦ 1826 Silver Street ♦ Jacksonville, FL 32206

Professional Profile

Tree Amigos Outdoor Services, Inc. (February 1, 2016 - Present)
Landscape Sales, Design and Estimator Administration

- Landscape design/build of commercial and residential properties
- Estimating of large and small commercial and residential properties
- Product purchaser
- Administration

Luke Brothers Landscape Services- America
Branch Manager 2011 to 2016

• Manage a team of 27 employees
• Responsible for all crew scheduling, monthly inventory and weekly payroll
• Directed monthly safety meetings and performed educational drills on proper field performance
• Implemented a new leadership development program and trained staff on company policies
• Maintain strong working relationships with all current clients and property managers
• Provided landscape designs and proposals for all new and existing clients
• Budget management and Expense reduction
• Set up and design layout for all installation projects
• Best Management Practices certified
• Certified Pest Control Applicator

Evergreen Total Landscape - Tampa, FL
Vice President of Sales- Account Manager 2006 to 2011

• Executed 500,000.00 in design build sales annually
• Account manager for a million dollars in high end residential and commercial landscape accounts
• Managed a team of 17 employees
• Home Depot liaison and representative
• Designed, installed and managed landscape installations for commercial and high end residential customers

Valley Crest
Production Manager 2005 to 2006

• Managed a team of 15 employees
• Maintained quality control for all existing commercial contracts
• Executed daily punch lists ensuring excellent workmanship

Education

Associates of Science Degree Landscape Design & Technology in Landscape Technology
Lake City Community College - Lake City, FL
2002 to 2005

Associate of Arts Degree
Santa Fe Community College - Gainesville, FL

Tree Amigos
Outdoor Services

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name Tree Amigos Outdoor Services, Inc.

Date August 14, 2020

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest $1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				Proposer's Uncompleted Amount as of this Date		Completion Date		
Owner, Location and Description of Project	Current Contract Amount as Prime	Current Contract Amount as Subcontractor	Current Amount Sublet to Others	As Prime Contractor	As Subcontractor	Original Contract Date	Approved Revised Date	Current Estimate Date
The Crossings @ Fleming Island CDD Eagle Harbor Fleming Island FL. Landscape Maintenance	$ 2,368,596	$	$	$ 870,399.00	$	10/2008	2018	2021
Fleming Island Plantation 2300 Town Center Fleming Island, FL 32003/Landscape Maintenence	$ 1,753,007	$	$	$ 1,372,425	$	10/2019		2022
Cypress Village 4600 Middleton Park Circle Jacksonville FL, Landscape Maintenance	$ 1,614,482	$	$	$ 1,258,030	$	10/2013	2020	2022
South Village CDD, Eagle Landing Jacksonville, FL,Landscape Maintenance	$ 432,329	$	$	$ 25,918	$	12/2017		2020
Mayo Clinic,Main Campus San Pablo Rd Jacksonville, FL Landscape Maintenance	$ 884,376	$	$	$ 589,584	$	01/2019	2020	2022
Innovative Management Solutions/Village Green 9838 Old Baymeadows Rd Jacksvonville	$ $111,226.00	$	$	$ 46,340.00	$	01/2020		2021
Ash Properties 7880 Gate Parkway Ste 300 Jacksonville FL, Landscape Maintenance	$ 92,824	$	$	$ 7,735	$	3/2018	2020	2021
Autumn Glenn HOA Fleming Island, FL, Landscape Maintenance	$ 74,301	$	$	$ 74,301	$	02/2018	2020	2021
Marsh Landing, 5050 San Pablo South Jacksonville FL Landscape Maintenance	$ 294,920	$	$	$ 122,883	$	08/2019		2020
River Garden, Old Saint Augustine Rd. Jacksonville, FL. Landscape Maintenance	$ 105,742	$	$	$ 85,181	$	10/2003	2020	2022
The Ravines, 1008-120 Park Ave Orange Park, FL, Landscape Maintenance	$ 43,140	$	$	$ 17,975	$	01/2019		2020
KW Properties Landings at Belle Rive, 10200 Belle Rive Jacksonville, FL, Landscape Maintenance	$ 106,848	$	$	$ 106,848	$	08/2020		2021
Various Smaller Landscape Maintenance Contracts Jacksonville, FL	$ 484,220	$	$	$ 484,220	$			
Subtotal Uncompleted Work				$ 5,061,839	$			
Total Uncompleted Work on Hand				$ 5,061,839				

The Tree Amigos

Contract/Referral Contact Information

The Crossings	Steve Anderson	904-509-6445
Fleming Island Plantation	Marica Weeks	904-278-8613
Cypress Village	David Green	904-223-6127
South Village CDD	Matthew Biagetti	904-637-0666
Mayo Clinic	Richard Foster	904-953-9856
Innovative Management	Dana Mitchell	904-410-4467
Ash Properties	John Snyder	904-899-4634

5000 -18 Highway 17 #235 Φ Fleming Island, FL 32003 Φ Office: (904) 778-1030 Fax: (904) 778-1045

LICENSES

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: June 23, 2020 | File No.: JF184463 | Expires: June 1, 2021

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2021

JAMES D PROCTOR
5000-18 HWY 17 NO 235
FLEMING ISLAND, FL 32003

Lawn and Ornamental

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JAMES D PROCTOR
CERTIFIED PEST CONTROL OPERATOR

JF184463

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2021

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date: December 18, 2017 | File No.: LF209244 | Expires: October 1, 2021

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: October 1, 2021

JAMES D PROCTOR
1574 WATER EDGE DR
ORANGE PARK, FL 32003

ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JAMES D PROCTOR
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF209244

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING October 1, 2021

Nicole Fried Signature
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

PROCTOR, JAMES D

5000-18 HWY 17 #235

FLEMING ISLAND FL 32003

CLAY COUNTY, FLORIDA

Certificate of Competency No. C-165-IR

PROCTOR, JAMES D

Has qualified to operate in Clay County as a
THE TREE AMIGOS OUTDOOR SERVICES IN

Expires 09-30-2020
IRRIGATION SPRINKLER

Authorized Signature

Signature of Holder

IRRIGATION SPRINKLER

St. Johns County

Authorized Contractor

License No: BL-5454

PROCTOR III, JAMES DOSTER

THE TREE AMIGOS OUTDOOR SERVICES, INC.

DOB: 3/18/1968

Issued: 9/23/2019

Expires: 9/30/2021

** License valid through expiration date, unless sooner disqualified **

ST. JOHNS COUNTY BCC CASHIERING
4040 Lewis Speedway
St. Augustine, Fl. 32084

Cashier # :19-051724
Name :PROCTOR III, JAMES DOSTER
Trans Date :9/23/2019 3:55:25 PM

Charges	
RENEWAL FEE	$106.00
CL*BL-5454	
Payment	
Check 4712	$106.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance 101 N Starcrest DR Clearwater FL 33765	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 727-447-6481 **FAX (A/C, No):** 727-449-1267 **E-MAIL ADDRESS:** certificates@bouchardinsurance.com
INSURED TREEAMIG Tree Amigos Outdoor Services, Inc. 2105 Harbor Lake Dr Fleming Island FL 32003	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Specialty Insurance Co — 37885 **INSURER B :** Associated Industries Ins Co — 23140 **INSURER C :** Westfield Insurance Company — 24112 **INSURER D :** Allstate Insurance Company — 19232 **INSURER E :** National Union Fire Ins Co of — 19445 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 456246251 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	CWP047703	9/24/2019	9/24/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	648865454	9/24/2019	9/24/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
E	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	BE080703684	9/24/2019	9/24/2020	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AWC1153465	7/1/2020	7/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equipment			UM00069211MA19A	9/24/2019	9/24/2020	Limit	$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder and others as required in the contract documents are an additional insured on a primary and non-contributory basis with respect to general liability, including ongoing and completed operations, where required by written contract and subject to the terms, conditions and exclusions of the policy.

Certificate holder and others as required in the contract documents are an additional insured with respect to Automobile Liability only when required by written contract and subject to the terms, conditions and exclusions as specified in the policy.

Waiver of Subrogation applies in favor of certificate holder and others as required by the contract documents, as respects General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.
See Attached...

CERTIFICATE HOLDER

For Information Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd George

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AGENCY CUSTOMER ID: TREEAMIG

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Bouchard Insurance	NAMED INSURED Tree Amigos Outdoor Services, Inc. 2105 Harbor Lake Dr Fleming Island FL 32003
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess Liability is Follow Form over General Liability, Automobile Liability and Employers Liability.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Tree Amigos Outdoor Services Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5000-18 Highway 17 #235

Requester's name and address (optional)

6 City, state, and ZIP code
Fleming Island, FL 32003

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	4	–	3	7	4	7	4	0	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Colleen Ryan | **Date** ▶ 1-21-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Exhibit "B"

Tree Amigos
Outdoor Services

Property Name: Twin Creeks North CDD
Address: 135 Beachwalk Blvd
St. Johns, FL 32259
Mgmt. Company: Twin Creeks CDD
Address:
Primary Contact: Daphne Gillyard
Proposal Date: Friday, August 14, 2020

Notes / Comments

We genuinely appreciate the opportunity to submit our proposal consisting of landscape maintenance services for Twin Creeks North CDD/Beachwalk. We are confident you will not find a better value for overall services when comparing Tree Amigos to any competitor when the job is bid "apples to apples". We have set forth a dedicated team to observe the property in detail and create your proposal based on calculated observation and exact measurement. I look forward to discussing our proposal in detail with you, and demonstrating how a partnership with Tree Amigos Outdoor can benefit the Twin Creeks North CDD across its business.

Proposal Summary

Scope of Work	Monthly	Yearly	Contact Information
Grounds Maintenance	$ 28,369.28	$ 340,431.37	
Horticultural Services	$ 12,299.86	$ 147,598.30	Dusty Hallman, Manager, Business Development
Irrigation Inspections	$ 873.60	$ 10,483.20	386-523-7127 dhallman@treeamigosoutdoor.com
Irrigation Repairs	$ -	$ -	
Mulch Installation	$ -	$ -	Jim Proctor, Owner
Color Installation	$ -	$ -	904.545.7150 jproctor@treeamigosoutdoor.com
Palm Tree Trimming	$ -	$ -	
Lump Sum Proposal	$ 41,542.74	$ 498,512.87	

Proposal Acceptance

The acceptance of this proposal is non-binding and only indicates a strong interest to engage the services of our company. Once this proposal has been accepted a formal service agreement will be prepared and submitted for execution prior to any work being performed.

_____ _____
Print Name Authorized Signature

_____ _____/_____/_____
Title/Position Date Signed

Grounds Maintenance						
Primary Mowing	Notes / Comments	Man Hour	X	Each	Month	Year
Travel/Load		0.00	42	$ 28.50	$ -	$ -
Litter/Debris Pickup		0.00	42	$ 28.50	$ -	$ -
Trash Can Maintenance		0.00	42	$ 28.50	$ -	$ -
Mowing, 21" Walk-Behind		0.00	42	$ 28.50	$ -	$ -
Mowing, 36" Walk-Behind		0.00	42	$ 28.50	$ -	$ -
Mowing, 52" Walk-Behind		0.00	42	$ 28.50	$ -	$ -
Mowing, 52" Rider		1.02	42	$ 28.50	$ 102.01	$ 1,224.09
Mowing, 60" Rider		7.73	40	$ 28.50	$ 734.28	$ 8,811.32
Mowing, 72" Rider		14.02	104	$ 28.50	$ 3,463.46	$ 41,561.57
Hard Edging		33.19	42	$ 28.50	$ 3,310.24	$ 39,722.84
Soft Edging		9.20	42	$ 28.50	$ 917.73	$ 11,012.80
Line Trimming, Turf		2.50	42	$ 28.50	$ 249.38	$ 2,992.50
Line Trimming, Water Edge		0.00	42	$ 28.50	$ -	$ -
Blowing, Backpack		22.58	42	$ 28.50	$ 2,251.89	$ 27,022.67
Blowing, Walk-Behind		0.00	42	$ 28.50	$ -	$ -
Blowing, Truck Mount		0.00	42	$ 28.50	$ -	$ -
Weeds, Spot Spraying		47.19	42	$ 28.50	$ 4,707.68	$ 56,492.18
	Primary Mow Hours Per Service	157.76			$ 15,736.66	$ 188,839.97

Secondary Mowing	Notes / Comments	Man Hour	X	Each	Month	Year
Travel/Load		0.00	12	$ 28.50	$ -	$ -
Litter/Debris Pickup		0.00	12	$ 28.50	$ -	$ -
Mowing, 52" Rider		0.00	12	$ 28.50	$ -	$ -
Mowing, 60" Rider		0.00	12	$ 28.50	$ -	$ -
Mowing, 72" Rider		0.00	12	$ 28.50	$ -	$ -
Hard Edging		0.00	12	$ 28.50	$ -	$ -
Soft Edging		0.00	12	$ 28.50	$ -	$ -
Line Trimming, Turf		0.00	12	$ 28.50	$ -	$ -
Line Trimming, Water Edge		0.00	12	$ 28.50	$ -	$ -
Blowing, Backpack		0.00	12	$ 28.50	$ -	$ -
	Secondary Mow Hours Per Year	0.00			$ -	$ -

Detailing Operations	Notes / Comments	Man Hour	X	Each	Month	Year
Travel/Load		0.00	8	$ 28.50	$ -	$ -
Litter/Debris Pickup		0.00	8	$ 28.50	$ -	$ -
Trimming & Detail A	Shrubs & Ground Covers	621.45	8	$ 28.50	$ 11,807.64	$ 141,691.64
Trimming & Detail B	Understory Trees & Palms	9.86	8	$ 28.50	$ 187.34	$ 2,248.08
Trimming & Detail C	Ornamental Grasses	0.00	4	$ 28.50	$ -	$ -
Trimming & Detail D	6'+ Hedge Trimming	67.12	4	$ 28.50	$ 637.64	$ 7,651.68
Manual Weed Control		0.00	12	$ 28.50	$ -	$ -
Leaf/Needle Removal		0.00	4	$ 28.50	$ -	$ -
Detailing, Pots		0.00	12	$ 28.50	$ -	$ -
Crape Myrtle Trimming		0.00	1	$ 28.50	$ -	$ -
Tree Canopy Maintenance		0.00	1	$ 28.50	$ -	$ -
	Trimming & Detail Hours Per Year	5,319.00			$ 12,632.62	$ 151,591.40

Notes / Comments:

Please see attached document RFP Exhibit E 7/17/20 for detailed information about maintenance services.

Subtotal	$ 28,369.28	$ 340,431.37

Horticultural Services						
Turf Applications	Notes / Comments	Square Ft	X	Each/1,000	Month	Year
St. Augustine		38,860	7	$ 7.75	$ 175.68	$ 2,108.16
Zoysia		0	7	$ 7.75	$ -	$ -
Bermuda		925,460	7	$ 13.20	$ 7,126.04	$ 85,512.50
Bahia		1,246,920	4	$ 5.25	$ 2,182.11	$ 26,185.32
Untreated Turf		0				
					$ 9,483.83	$ 113,805.98

Shrub Applications	Notes / Comments	Square Ft	X	Each/1,000	Month	Year
Shrubs & Groundcover		684,430	4	$ 12.00	$ 2,737.72	$ 32,852.64
Ornamental Grasses		0	2	$ 12.00	$ -	$ -
Perimeter Hedges		46,984	2	$ 10.00	$ 78.31	$ 939.68
					$ 2,816.03	$ 33,792.32

Other Applications	Notes / Comments	Quantity	X	Each	Month	Year
Potted Plants		0	4	$ 20.00	$ -	$ -
Specialty Palm, Bud Drench		0	4	$ 50.00	$ -	$ -
Palm Drenching, Roots		0	4	$ 10.00	$ -	$ -
Palm Fertilizing		0	4	$ 6.00	$ -	$ -
					$ -	$ -

Notes / Comments:

Please see attached documents RFP Exhibit E 7/17/20 for detailed information about our horticultural services.

Subtotal	$ 12,299.86	$ 147,598.30

Irrigation Inspections						
Scheduled Inspections	Notes & Comments	Quantity	X	Each	Month	Year
Pump Station		0.00	4	$ 250.00	$ -	$ -
Suction Line		0.00	4	$ 250.00	$ -	$ -
Zone Valve		13.44	12	$ 65.00	$ 873.60	$ 10,483.20
Repair Allowance		84.00	0	$ 7.75	$ -	$ -
					$ 873.60	$ 10,483.20

Notes / Comments:

Please see attached RFP Exhibit E 07/20/20 for detailed information about irrigation system maintenance. The system will be inspected 12x per year with a monthly report provided outlining any repairs made and/or any major issues noted. Upon approval, those repairs will be executed and billed to include material and a labor rate of $65/hr.

Subtotal	$ 873.60	$ 10,483.20

Enhancement Services

Mulch Installation		Quantity	X	Each	Month	Year
Mulch Installation	Pine Bark	4,118	0	$ 45.00	$ -	$ -
Mulch Top Dress	Pine Bark	2,059	0	$ 40.00	$ -	$ -
Pine Straw Installation		20,590	0	$ 7.00	$ -	$ -
					$ -	$ -

Color Installation	Notes / Comments	Quantity	X	Each	Month	Year
Standard Color Install		4,200	0	$ 2.50	$ -	$ -
Holiday Color Upgrade		0	0	$ 3.25	$ -	$ -
Perennial Color Install		0	0	$ 4.50	$ -	$ -
					$ -	$ -

Notes / Comments:

Please see attached RFP Exhibit E 07/17/20 for detailed information about our enhancement services.

Subtotal	$ -	$ -

Palm Tree Trimming

Standard Palms	Quantity	X	Each	Month	Year
Queen Palms	115	0	$ 50.00	$ -	$ -
Sable Palms	510	0	$ 50.00	$ -	$ -
Washintonia Palms	133	0	$ 55.00	$ -	$ -
				$ -	$ -

Specialty Palms, Single-Trunk	Quantity	X	Each	Month	Year
Specialty Palms, 12'+ CT, Single Trunk	282	0	$ 100.00	$ -	$ -
				$ -	$ -

Specialty Palms, Multi-Trunk	Quantity	X	Each	Month	Year
Specialty Palms, Multi Trunk	0	2	$ 185.00	$ -	$ -
				$ -	$ -

Notes / Comments:

Please see attached RFP Exhibit E 07/20/20 for detailed information about maintenance services.

Subtotal	$ -	$ -

Tree Amigos
Outdoor Services

Property Name: Twin Creeks North CDD Tree Care
Address:

Mgmt. Company: Twin Creeks North CDD
Address:
Primary Contact: Daphne Gillyard
Proposal Date: Friday, August 14, 2020

Notes / Comments

We genuinely appreciate the opportunity to submit our proposal consisting of landscape maintenance services for the Twin Creeks North CDD. We are confident you will not find a better value for overall services when comparing Tree Amigos to any competitor when the job is bid "apples to apples". We have set forth a dedicated team to observe the property in detail and create your proposal based on calculated observation and exact measurement. I look forward to discussing our proposal in detail with you, and demonstrating how a partnership with Tree Amigos Outdoor can benefit the district across its business.

Proposal Summary

Scope of Work	Monthly	Yearly
Grounds Maintenance	$ 455.14	$ 5,461.64
Horticultural Services	$ 1,175.00	$ 14,100.00
Irrigation Inspections	$ -	$ -
Irrigation Repairs	$ -	$ -
Mulch Installation	$ -	$ -
Color Installation	$ -	$ -
Palm Tree Trimming	$ 5,626.25	$ 67,515.00
Lump Sum Proposal	$ 7,256.39	$ 87,076.64

Dusty Hallman, Manager, Business Development
386-523-7127 dhallman@treeamigosoutdoor.com

Jim Proctor, Owner
904.545.7150 jproctor@treeamigosoutdoor.com

Proposal Acceptance

The acceptance of this proposal is non-binding and only indicates a strong interest to engage the services of our company. Once this proposal has been accepted a formal service agreement will be prepared and submitted for execution prior to any work being performed.

_____ Print Name

_____ Authorized Signature

_____ Title/Position

____/____/_____ Date Signed

Grounds Maintenance

Primary Mowing	Notes / Comments	Man Hour	X	Each	Month	Year
Travel/Load		0.00	42	$ 28.50	$ -	$ -
Litter/Debris Pickup		0.00	42	$ 28.50	$ -	$ -
Trash Can Maintenance		0.00	42	$ 28.50	$ -	$ -
Mowing, 21" Walk-Behind		0.00	42	$ 28.50	$ -	$ -
Mowing, 36" Walk-Behind		0.00	42	$ 28.50	$ -	$ -
Mowing, 52" Walk-Behind		0.00	42	$ 28.50	$ -	$ -
Mowing, 52" Rider		0.00	42	$ 28.50	$ -	$ -
Mowing, 60" Rider		0.00	42	$ 28.50	$ -	$ -
Mowing, 72" Rider		0.00	42	$ 28.50	$ -	$ -
Hard Edging		0.00	42	$ 28.50	$ -	$ -
Soft Edging		0.00	42	$ 28.50	$ -	$ -
Line Trimming, Turf		0.00	42	$ 28.50	$ -	$ -
Line Trimming, Water Edge		0.00	42	$ 28.50	$ -	$ -
Blowing, Backpack		0.00	42	$ 28.50	$ -	$ -
Blowing, Walk-Behind		0.00	42	$ 28.50	$ -	$ -
Blowing, Truck Mount		0.00	42	$ 28.50	$ -	$ -
Weeds, Spot Spraying		0.00	42	$ 28.50	$ -	$ -
	Primary Mow Hours Per Service	0.00			$ -	$ -

Secondary Mowing	Notes / Comments	Man Hour	X	Each	Month	Year
Travel/Load		0.00	12	$ 28.50	$ -	$ -
Litter/Debris Pickup		0.00	12	$ 28.50	$ -	$ -
Mowing, 52" Rider		0.00	12	$ 28.50	$ -	$ -
Mowing, 60" Rider		0.00	12	$ 28.50	$ -	$ -
Mowing, 72" Rider		0.00	12	$ 28.50	$ -	$ -
Hard Edging		0.00	12	$ 28.50	$ -	$ -
Soft Edging		0.00	12	$ 28.50	$ -	$ -
Line Trimming, Turf		0.00	12	$ 28.50	$ -	$ -
Line Trimming, Water Edge		0.00	12	$ 28.50	$ -	$ -
Blowing, Backpack		0.00	12	$ 28.50	$ -	$ -
	Secondary Mow Hours Per Year	0.00			$ -	$ -

Detailing Operations	Notes / Comments	Man Hour	X	Each	Month	Year
Travel/Load		0.00	8	$ 28.50	$ -	$ -
Litter/Debris Pickup		0.00	8	$ 28.50	$ -	$ -
Trimming & Detail A	Shrubs & Ground Covers	0.00	8	$ 28.50	$ -	$ -
Trimming & Detail B	Understory Trees & Palms	0.00	8	$ 28.50	$ -	$ -
Trimming & Detail C	Ornamental Grasses	0.00	4	$ 28.50	$ -	$ -
Trimming & Detail D	6'+ Hedge Trimming	0.00	4	$ 28.50	$ -	$ -
Manual Weed Control		0.00	12	$ 28.50	$ -	$ -
Leaf/Needle Removal		0.00	4	$ 28.50	$ -	$ -
Detailing, Pots		0.00	12	$ 28.50	$ -	$ -
Crape Myrtle Trimming		73.09	1	$ 28.50	$ 173.59	$ 2,083.09
Tree Canopy Maintenance		118.55	1	$ 28.50	$ 281.55	$ 3,378.55
	Trimming & Detail Hours Per Year	191.64			$ 455.14	$ 5,461.64

Notes / Comments:

Please see document EFP Exhibit E 7/17/20 for detailed information about maintenance services.

Subtotal	$ 455.14	$ 5,461.64

Horticultural Services

Turf Applications	Notes / Comments	Square Ft	X	Each/1,000	Month	Year
St. Augustine		0	7	$ 7.75	$ -	$ -
Zoysia		0	7	$ 7.75	$ -	$ -
Bermuda		0	7	$ 7.75	$ -	$ -
Bahia		0	4	$ 5.25	$ -	$ -
Untreated Turf		0				
					$ -	$ -

Shrub Applications	Notes / Comments	Square Ft	X	Each/1,000	Month	Year
Shrubs & Groundcover		0	4	$ 12.00	$ -	$ -
Ornamental Grasses		0	2	$ 12.00	$ -	$ -
Perimeter Hedges		0	2	$ 10.00	$ -	$ -
					$ -	$ -

Other Applications	Notes / Comments	Quantity	X	Each	Month	Year
Potted Plants		0	4	$ 20.00	$ -	$ -
Specialty Palm, Bud Drench		282	1	$ 50.00	$ 1,175.00	$ 14,100.00
Palm Drenching, Roots		0	4	$ 10.00	$ -	$ -
Palm Fertilizing		0	4	$ 6.00	$ -	$ -
					$ 1,175.00	$ 14,100.00

Notes / Comments:

Please see documents RFP Exhibit E 7/17/20 for detailed information about our horticultural services.

Subtotal	$ 1,175.00	$ 14,100.00

Irrigation Inspections

Scheduled Inspections	Notes & Comments	Quantity	X	Each	Month	Year
Pump Station		0.00	4	$ 250.00	$ -	$ -
Suction Line		0.00	4	$ 250.00	$ -	$ -
Zone Valve		0.00	12	$ 65.00	$ -	$ -
Repair Allowance		0.00	0	$ 7.75	$ -	$ -
					$ -	$ -

Notes / Comments:

Please see document RFP Exhibit E 7/17/20 for detailed information about irrigation system maintenance. The system will be inspected 12x per year with a monthly report provided outlining any repairs made and/or any major issues noted. Upon approval, those repairs will be executed and billed to include material and a labor rate of $65/hr.

Subtotal	$ -	$ -

Enhancement Services

Mulch Installation		Quantity	X	Each	Month	Year
Mulch Installation	Cypress	0	0	$ 45.00	$ -	$ -
Mulch Top Dress	Cypress	0	0	$ 40.00	$ -	$ -
Pine Straw Installation		0	0	$ 7.00	$ -	$ -
					$ -	$ -

Color Installation	Notes / Comments	Quantity	X	Each	Month	Year
Standard Color Install		0	4	$ 2.50	$ -	$ -
Holiday Color Upgrade		0	0	$ 3.25	$ -	$ -
Perennial Color Install		0	0	$ 4.50	$ -	$ -
					$ -	$ -

Notes / Comments:

Please see document RFP Exhibit E 7/17/20 for detailed information about our enhancement services.

Subtotal	$ -	$ -

Palm Tree Trimming

Standard Palms	Quantity	X	Each	Month	Year
Queen Palms	115	1	$ 50.00	$ 479.17	$ 5,750.00
Sable Palms	525	1	$ 50.00	$ 2,187.50	$ 26,250.00
Washintonia Palms	133	1	$ 55.00	$ 609.58	$ 7,315.00
				$ 3,276.25	$ 39,315.00

Specialty Palms, Single-Trunk	Quantity	X	Each	Month	Year
Specialty Palms, 12'+ CT, Single Trunk	282	1	$ 100.00	$ 2,350.00	$ 28,200.00
				$ 2,350.00	$ 28,200.00

Specialty Palms, Multi-Trunk	Quantity	X	Each	Month	Year
Specialty Palms, Multi Trunk	0	2	$ 185.00	$ -	$ -
				$ 4,700.00	$ -

Notes / Comments:

This is a comprehensive program of tree care, fertilization and pruning of the 326 4-6" caliper street trees, the 201 Crape Myrtles and the 115 Queen Palms, 525 Sabal Palms, 58 Blue Latan Palms and the 282 Specialty Sylvester Palms. Additionally, we propose a fertilization bud drench for each of the Sylvester Palms in order to protect the District's investment in these specimen trees.

Subtotal	$ 10,326.25	$ 67,515.00

The Tree Amigos

Bermuda Turf

January
Barricade Pre Emergent; Turf Fuel 0-0-29 Potassium Acetate; 06-00-00 Fe

February
Ronstar G Pre-Emergent; three way herbicide; 06-00-00 Fe

March-April
Ronstar G Pre-Emergent ; 40-0-0 with micro-sync package; Baseline Insecticide; Basagran T/O Herbicide; Manor Herbicide; Headway Fungicide

May
18-0-18 with suretrex/ micronutrient package; Fipronil insecticide

June
Acelepryn insecticide, Negate herbicide; Dismiss south; 21-7-14 yaramila

July
Milorganite at 1lb per 1000sqft; avenue south herbicide

August
Water soluble 40-0-0 with micro-sync package; avenue south herbicide

September
Granular 9-0-18 with suretrex / micronutrient package; eagle fungicide; celcius herbicide

October
Revolver Herbicide; overseed with 3 way perennial rye at 400lbs per acre

November

5000 -18 Highway 17 #235 Φ Fleming Island, FL 32003 Φ Office: (904) 778-1030 Fax: (904) 778-1045

21-00-00 at 1lb per 1000sqft

December
Barricade Pre-emergent; 06-00-00 Fe; 00-00-06 Fe

St Augustine Turf Program

January
Barricade Pre-m; Turf Fuel 0-0-29, 06-00-00 Fe

February
Barricade Pre-m; Atrazine herbicide; 40-00-00, 06-00-00 Fe, Headway Fungicide

March-April
25-0-11 at 1lb with humic/fulvic acid IPM Spot treatments as needed

May
Spectacle Pre-m Meridian Insecticide Basagran T/O Herbicide; Manor Herbicide

June
24-0-11 with micro-sync package; IPM Spot treat as needed

July
Spectacle pre-m Celsius herbicide.

August
15-00-15; IPM Spot treatments as needed

September
Micronutrient package; celcius herbicide

October
Atrazine herbicide, PPZ Fungicide preventative

The Tree Amigos

November
06-00-00 Fe; 00-00-06 Fe

December
IPM Spot treatments as needed

Bahia Program

March
40-00-00 at .75lb per 1000sqft

May
Bifen Xts, three-way herbicide

August
40-00-00 at .75lb per 1000sqft

October
Bifen Xts, three-way herbicide

Palms/Trees/Shrubs

Jan-Feb
8-2-12 + Micros on Palms, 8-10-10 Oaks, Cypress, Crapes and all other plant material. Bud drench Palms with 20-20-20 and Zylam
IPM Spot treat insect/Fungus

April-May
4-4-5 + Micros, Merit insecticide, Zylam Insecticide, Eagle fungicide (All Plant Material)

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The Tree Amigos

June-July
8-2-12 + Micros on Palms, 8-10-10 Oaks, Cypress, Crapes and all other plant material. Bud drench Palms with 20-20-20 and Zylam
IPM Spot treat insect/Fungus

November-December
4-4-5 + Micros, Bifen Xts, Safari, Eagle (All Plant Material)

IPM during all turf visits spot treatments as needed. No warranty on TREES!

5000 -18 Highway 17 #235 Φ Fleming Island, FL 32003 Φ Office: (904) 778-1030 Fax: (904) 778-1045

EXHIBIT B

WORK AUTHORIZATION FORM

Work Authorization

Contract No. _____

Contract No. _____

Date: _____, 2020

Work Authorization No. _____ - _____

To: The Tree Amigos Outdoor Services, Inc.(company name)

Pursuant to the Landscape Maintenance Services Agreement dated Oct 1, 2020, 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:
The Tree Amigos Outdoor Services, Inc.	**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:

The Tree Amigos Outdoor Services, Inc.

Print Name of Contractor

_____

_____ _____

Authorized Signature

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, 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, 14a, 14b, 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 this landscape service contract shall be for One (1) year with an automatic renewal of one year, upon mutual agreement of both parties. Contract will also include option for either party to terminate at any point given 30-days' notice.

b. Contractor Requirements:
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 *I* 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 2021. 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: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST**

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: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST**

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 once a month for a total of 12 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 monthly. 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
  - 2nd or 3rd week Mole cricket prevention application of Fipronil
- **APRIL**
  - 3rd or 4th 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)
- **2nd 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.*

Soil Spray (Week 1)		
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

Foliar Spray (Weeks 2-4)		
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

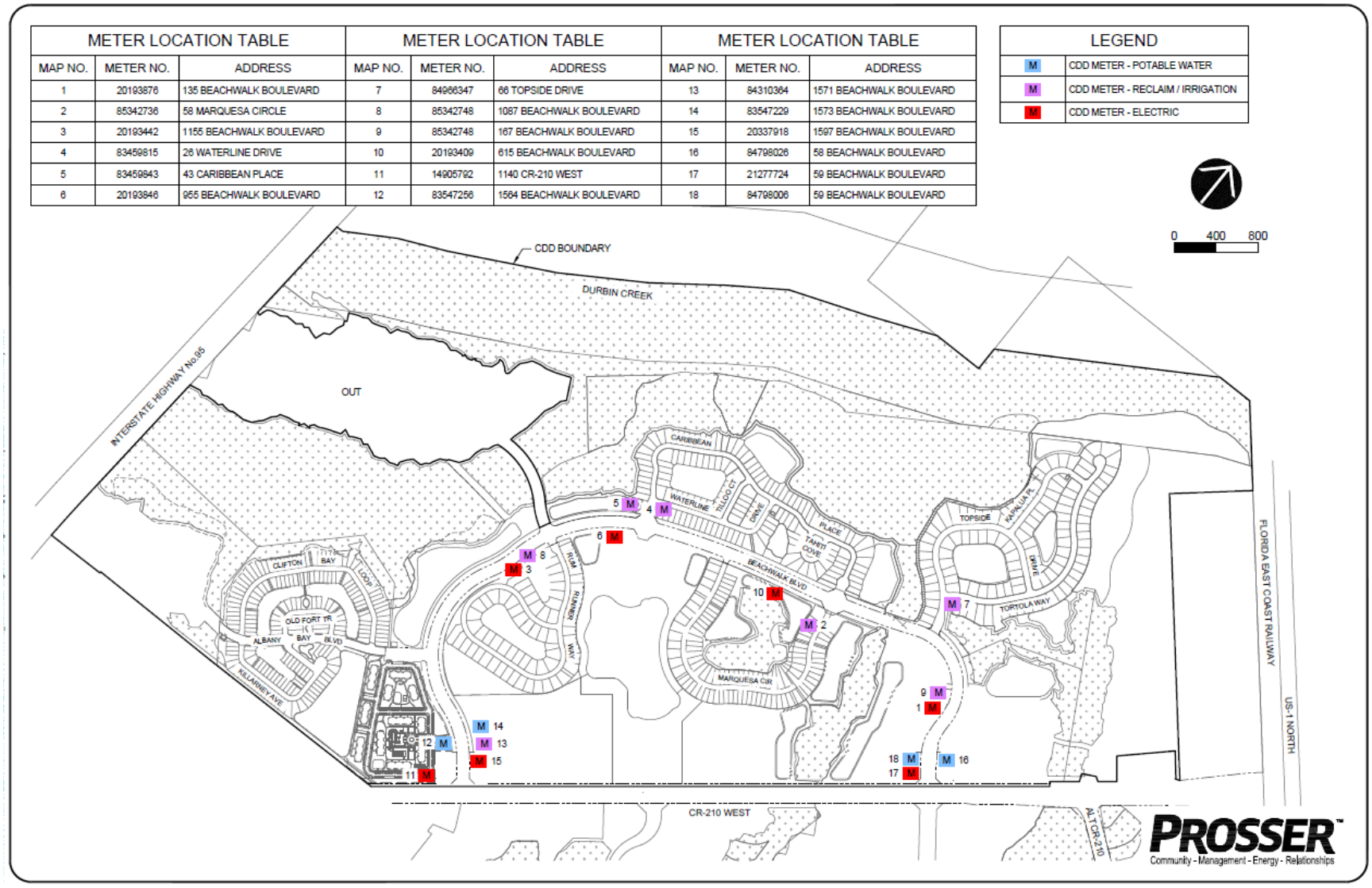
Exhibit G: Irrigation Map

METER LOCATION TABLE		
MAP NO.	METER NO.	ADDRESS
1	20193876	135 BEACHWALK BOULEVARD
2	85342736	58 MARQUESA CIRCLE
3	20193442	1155 BEACHWALK BOULEVARD
4	83459815	26 WATERLINE DRIVE
5	83459843	43 CARIBBEAN PLACE
6	20193846	955 BEACHWALK BOULEVARD

METER LOCATION TABLE		
MAP NO.	METER NO.	ADDRESS
7	84966347	66 TOPSIDE DRIVE
8	85342748	1087 BEACHWALK BOULEVARD
9	85342748	167 BEACHWALK BOULEVARD
10	20193409	615 BEACHWALK BOULEVARD
11	14905792	1140 CR-210 WEST
12	83547256	1564 BEACHWALK BOULEVARD

METER LOCATION TABLE		
MAP NO.	METER NO.	ADDRESS
13	84310364	1571 BEACHWALK BOULEVARD
14	83547229	1573 BEACHWALK BOULEVARD
15	20337918	1597 BEACHWALK BOULEVARD
16	84798026	58 BEACHWALK BOULEVARD
17	21277724	59 BEACHWALK BOULEVARD
18	84798006	59 BEACHWALK BOULEVARD

LEGEND	
M	CDD METER - POTABLE WATER
M	CDD METER - RECLAIM / IRRIGATION
M	CDD METER - ELECTRIC



TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

10D

Twin Creeks North COMMUNITY DEVELOPMENT DISTRICT
RFP No. (TCN-LMS-2020-01) For Landscape Maintenance Services

SUPERVISOR EVALUATION/RANKING SHEET

RESPONDENT	EVALUATION CRITERIA					
	EXPERIENCE	PERSONNEL	PRICE	FINANCIAL CAPABILITY	UNDERSTANDING SCOPE OF WORK	TOTAL POINTS
	25 POINTS	25 POINTS	30 POINTS	10 POINTS	10 POINTS	100 POINTS
						Total Points Given
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						
Respondent Name-						

NOTES:

Completed by: _____ Date: _____
Supervisor's Name/Signature

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

11A

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2020

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2020

	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	$ 136,581	$ -	$ -	$ -	$ -	$ 136,581
Investments						
Revenue 2016A-1	-	314,671	-	-	-	314,671
Revenue 2016A-2	-	301,109	-	-	-	301,109
Revenue 2018	-	-	81,738			81,738
Reserve 2016 A-1	-	1,235,843	-	-	-	1,235,843
Reserve 2016 A-2	-	619,383	-	-	-	619,383
Reserve 2018	-	-	101,484	-	-	101,484
Prepayment 2016A-1	-	39,591	-	-	-	39,591
Prepayment 2016A-2	-	31,798	-	-	-	31,798
Prepayment 2018	-	-	16,276	-	-	16,276
Construction 2016 BAN	-	-	-	4,712	-	4,712
Construction 2016 A-1	-	-	-	16	-	16
Construction 2016 A-2	-	-	-	12,204	-	12,204
Construction 2018	-	-	-	-	305	305
Cost of issuance 2016 BAN	-	923	-	-	-	923
Cost of issuance 2016 A-1	-	5,140	-	-	-	5,140
Cost of issuance 2016 A-2	-	5,140	-	-	-	5,140
Interest 2016A-1	-	43	-	-	-	43
Interest 2016A-2	-	20	-	-	-	20
Redemption 2016 BAN	-	609	-	-	-	609
Redemption 2016 A-1	-	16	-	-	-	16
Interest receivable	-	126	9	1	-	136
Due from Lennar	39,577	-	-	-	-	39,577
Due from BVO	-	147,311	-	-	-	147,311
Due from Twin Creeks Ventures	34,219	80,255	-	-	-	114,474
Due from Beachwalk Retail	316,206	69,673	-	-	-	385,879
Due from Encore Beachwalk 13	24,148	89,627	-	-	-	113,775
Due from 789 Development	108,070	50,373	-	-	-	158,443
Due from general fund	-	44,709	9,719	-	-	54,428
Total assets	$ 658,801	$ 3,036,360	$ 209,226	$ 16,933	$ 305	$ 3,921,625

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2020

	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	$ 41,731	$ -	$ -	$ -	$ -	$ 41,731
Due to Developer	51,447	-	-	-	-	51,447
Due to debt service fund	54,428	-	-	-	-	54,428
Accrued wages payable	122	-	-	-	-	122
Retainage payable 2016 BAN	-	-	-	137,062	-	137,062
Retainage payable 2016A-2	-	-	-	837,533	-	837,533
Developer advance	2,500	-	-	-	-	2,500
Total liabilities	150,228	-	-	974,595	-	1,124,823
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	522,220	437,365	9	1	-	959,595
Total deferred inflows of resources	522,220	437,365	9	1	-	959,595
Fund balances:						
Restricted for:						
Debt service	-	2,598,995	209,217	-	-	2,808,212
Capital projects	-	-	-	(957,663)	305	(957,358)
Unassigned	(13,647)	-	-	-	-	(13,647)
Total fund balances	(13,647)	2,598,995	209,217	(957,663)	305	1,837,207
Total liabilities, deferred inflows of resources and fund balances	$ 658,801	$ 3,036,360	$ 209,226	$ 16,933	$ 305	$ 3,921,625

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2020

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	$ 4	$ 343,647	$ 340,676	101%
Assessment levy: off-roll	-	103,962	757,419	14%
Lot closings	-	187,839	-	N/A
Total revenues	4	635,448	1,098,095	58%
EXPENDITURES				
Professional & administrative				
Supervisors	800	1,600	6,000	27%
FICA	61	122	459	27%
District engineer	-	-	5,000	0%
General counsel	-	17,847	30,000	59%
District manager	4,167	41,667	50,000	83%
Debt service fund accounting: 2016 master bonds	426	4,263	5,116	83%
Debt service fund accounting: 2016 sub bonds	199	1,987	2,384	83%
Debt service fund accounting: Lennar bonds	292	2,917	3,500	83%
Arbitrage rebate calculation	-	-	750	0%
Audit	3,700	3,700	5,665	65%
Postage	8	311	750	41%
Insurance - GL, PL	-	10,978	11,246	98%
Legal advertising	142	330	1,200	28%
Mailed notices	-	-	1,600	0%
Miscellaneous - bank charges	-	120	750	16%
Website	-	705	705	100%
ADA website compliance	-	199	200	100%
Dissemination agent	167	1,667	2,000	83%
Annual distict filing fee	-	175	175	100%
Trustee	-	10,500	10,500	100%
Total professional & administrative	9,962	99,088	138,000	72%
Field Operations				
Landscape maintenance				
Field operations manager	1,600	7,200	9,600	75%
Beachwalk Blvd (inc. main entries)	24,224	260,245	323,346	80%
CR 210 - median	-	-	30,000	0%
Tree/plant replacement	-	-	50,000	0%
Annuals rotation	-	-	18,000	0%
Mulch	-	-	183,551	0%
Irrigation repairs	-	1,978	12,000	16%
Irrigation water	38,344	272,529	250,000	109%
Pest control	-	5,672	-	N/A
Electrical	-	4,320	-	N/A
Aquatic maintenance	1,787	17,870	44,000	41%
Road maintenance	-	-	15,000	0%
Accounting	625	6,250	7,500	83%
Total field operations	66,580	576,064	942,997	61%

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2020

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Tax collector	-	6,863	7,097	97%
Total other fees & charges	-	6,863	7,097	97%
Total expenditures	76,542	682,015	1,088,094	63%
Excess/(deficiency) of revenues over/(under) expenditures	(76,538)	(46,567)	10,001	
Fund balances - beginning	62,891	32,920	39,269	
Fund balances - ending	$ (13,647)	$ (13,647)	$ 49,270	

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 JULY 31, 2020

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	$ 12	$ 954,173	$ 980,412	97%
Assessment levy: off-roll 2016A-1	-	85,126	896,942	9%
Assessment levy: off-roll 2016A-2	-	-	385,681	0%
Assessment prepayments	-	456,924	-	N/A
Lot closings	-	406,239	-	N/A
Interest 2016 BAN	-	8	-	N/A
Interest 2016 A-1	90	12,841	-	N/A
Interest 2016 A-2	52	7,676	-	N/A
Total revenues	154	1,922,987	2,263,035	85%
EXPENDITURES				
Principal 2016A-1	-	280,000	280,000	100%
Principal 2016A-2	-	125,000	125,000	100%
Principal prepayment 2016A-1	-	410,000	-	N/A
Principal prepayment 2016A-2	-	480,000	-	N/A
Interest 2016A-1	-	1,233,466	1,244,106	99%
Interest 2016A-2	-	566,153	579,675	98%
Total debt service	-	3,094,619	2,228,781	139%
Other fees & charges				
Tax collector	-	19,056	20,425	93%
Total expenditures	-	3,113,675	2,249,206	138%
Excess/(deficiency) of revenues over/(under) expenditures	154	(1,190,688)	13,829	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(12,098)	-	N/A
Total other financing sources	-	(12,098)	-	N/A
Net change in fund balances	154	(1,202,786)	13,829	
Fund balances - beginning	2,598,841	3,801,781	3,274,254	
Fund balances - ending	$ 2,598,995	$ 2,598,995	$ 3,288,083	

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 JULY 31, 2020

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	$ 2	$ 207,422	$ 205,700	101%
Assessment prepayments	-	16,176	-	N/A
Interest	15	1,662	-	N/A
Total revenues	17	225,260	205,700	110%
EXPENDITURES				
Principal	-	50,000	50,000	100%
Principal prepayment	-	15,000	-	N/A
Interest	-	147,750	147,750	100%
Total debt service	-	212,750	197,750	108%
Other fees & charges				
Tax collector	-	4,142	4,285	97%
Total other fees and charges	-	4,142	4,285	97%
Total expenditures	-	216,892	202,035	107%
Excess/(deficiency) of revenues over/(under) expenditures	17	8,368	3,665	
Fund balances - beginning	209,200	200,849	176,286	
Fund balances - ending	$ 209,217	$ 209,217	$ 179,951	

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 JULY 31, 2020

	Current Month	Year To Date
REVENUES		
Interest 2016 BAN	$ -	$ 35
Interest 2016 A-2	1	44
Total revenues	1	79
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1	79
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	12,098
Total other financing sources/(uses)	-	12,098
Net change in fund balances	1	12,177
Fund balances - beginning	(957,664)	(969,840)
Fund balances - ending	$ (957,663)	$ (957,663)

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 JULY 31, 2020

	Current Month	Year To Date
REVENUES		
Interest	$ -	$ 3
Total revenues	-	3
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	3
Fund balances - beginning	305	302
Fund balances - ending	$ 305	$ 305

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

11B

MINUTES OF MEETING
TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Twin Creeks North Community Development District held a Virtual Public Meeting on July 14, 2020 at 11:30 a.m., at https://zoom.us/j/2043596216 and telephonically at 1-929-205-6099 Meeting ID 204 359 6216.

Present at the meeting were:

John Kinsey	Chair
Robert Furlong	Vice Chair
Jared Bouskila	Assistant Secretary
Bryan Kinsey	Assistant Secretary

Also present were:

Howard McGaffney	District Manager
Sue Delegal	District Counsel
Sherry McNees	Evergreen POA Manager

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. McGaffney called the meeting to order at 11:33 a.m. In consideration of the COVID-19 pandemic, this meeting was being held virtually, via Zoom, and telephonically, as permitted under the Florida Governor's Executive Orders, which allow local governmental public meetings to occur by means of communications media technology, including virtually and telephonically. The meeting was advertised to be held virtually, via Zoom and telephonically and the meeting agenda was posted on the District's website.

Supervisors Bouskila, Furlong, Bryan Kinsey and John Kinsey were present. Supervisor Keiling was not present.

SECOND ORDER OF BUSINESS **Public Comments**

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS **Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019, Prepare by Berger, Toombs, Elam, Gaines and Frank**

Mr. McGaffney presented the Audited Annual Financial Report for the Fiscal Year ended September 30, 2019. The District complied in all material aspects of the audit; there were no findings or instances of noncompliance; it was a clean audit.

FOURTH ORDER OF BUSINESS **Consideration of Resolution 2020-05, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019**

Mr. McGaffney presented Resolution 2020-05.

On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in favor, Resolution 2020-05, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019, was adopted.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2020-06, Designating a Date, Time and Location for Landowners' Meeting and Election; Proving for Publication, Providing for Severability and an Effective Date [Seats 1, 2 & 5]**

Mr. McGaffney presented Resolution 2020-06.

On MOTION by Mr. John Kinsey and seconded by Mr. Furlong, with all in favor, Resolution 2020-06, Designating a Date, Time and Location for Landowners' Meeting and Election for November 10, 2020 at 11:45 a.m., at the Construction Trailer, in substantial form, subject to inserting the new address; Providing for Publication, Providing for Severability and an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2020-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date**

Mr. McGaffney presented Resolution 2020-07. Discussion ensued regarding the Governor's Executive Orders related to meetings. Ms. Delegal stated that Board Members should plan for the November meeting to be held in person.

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, Resolution 2020-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS **Consent Agenda Items**

A. Acceptance of Unaudited Financial Statements as of May 31, 2020

B. Approval of May 19, 2020 Virtual Public Meeting Minutes

Mr. McGaffney presented the Consent Agenda Items.

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.

EIGHTH ORDER OF BUSINESS **Staff Reports**

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

There being no report, the next item followed.

B. District Engineer: *Prosser, Inc.*

There being no report, the next item followed.

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

The Request for Proposals (RFP) bids would be presented at the next meeting.

- **NEXT MEETING DATE: September 1, 2020 at 11:45 A.M.**
  - **QUORUM CHECK**

Supervisors John Kinsey, Bryan Kinsey and Jared Bouskila confirmed their attendance at the September 1, 2020 meeting; which may be held in-person or virtually, depending on the status of the Governor's Executive Orders.

NINTH ORDER OF BUSINESS Board Members' Comments/Requests

Mr. Furlong stated that he submitted his resignation letter to Management and this would be his last day on the Board. A copy of the letter would be sent to Ms. Delegal.

Mr. John Kinsey reluctantly accepted Mr. Furlong's resignation.

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, the resignation of Mr. Robert Furlong, effective July 17, 2020, was accepted.

Mr. McGaffney wished Mr. Furlong all the best. On behalf of the Board, Mr. John Kinsey expressed appreciation and gratitude to Mr. Furlong and wished him the best of luck in his move to South Carolina and his future endeavors.

TENTH ORDER OF BUSINESS Public Comments

There being no public comments, the next item followed.

ELEVENTH ORDER OF BUSINESS Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. John Kinsey and seconded by Mr. Furlong with all in favor, the meeting adjourned at 11:47 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

150
151
152
153
154
155
156 _____ _____
157 Secretary/Assistant Secretary Chair/Vice Chair

TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT DISTRICT

12C

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

Construction Trailer, 135 Beachwalk Boulevard, St. Johns, Florida 32259

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 10, 2020	Landowners' Meeting	11:45 A.M.
November 10, 2020	Regular Meeting	*immediately following Landowners' Meeting*
January 19, 2021	Regular Meeting	11:45 A.M.
March 16, 2021	Regular Meeting	11:45 A.M.
May 18, 2021	Regular Meeting	11:45 A.M.
July 20, 2021	Regular Meeting	11:45 A.M.
September 7, 2021	Public Hearing and Regular Meeting	11:45 A.M.