

TWIN CREEKS NORTH

**COMMUNITY DEVELOPMENT
DISTRICT**

May 18, 2021

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Twin Creeks North Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

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

May 11, 2021

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 Regular Meeting on May 18, 2021 at 11:45 a.m., in the St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2021-04, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2021-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
5. Discussion: Update to Landscaping Map and Maintenance Responsibilities
6. Consider Authorization to Re-publish Request for Proposals (RFP) for Landscape Maintenance Services
7. Consider Appointment of Steven Jordan as CDD Field Operations Liaison, Overseeing On-site Operations
8. Consent Agenda Items
 - A. Acceptance of Unaudited Financial Statements as of March 31, 2021
 - B. Approval of Minutes
 - I. November 10, 2020 Landowners' Meeting
 - II. November 10, 2020 Regular Meeting

9. Staff Reports

- A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
- B. District Engineer: *Prosser, Inc.*
- C. Field Operations Liaison
- D. District Manager: *Wrathell, Hunt and Associates, LLC*

I. 623 Registered Voters in District as of April 15, 2021

II. NEXT MEETING DATE: July 20, 2021 at 11:45 A.M.

o QUORUM CHECK

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

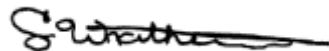
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
District Manager

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 2144145

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

3

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Twin Creeks North Community Development District (“**District**”) prior to June 15, 2021, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: September 7, 2021

HOUR: 11:45 A.M.

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

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

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

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

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

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

PASSED AND ADOPTED THIS 18th DAY OF MAY, 2021.

ATTEST:

**TWIN CREEKS NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: 2021/2022 Proposed Budget

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022
PROPOSED BUDGET**

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

	Fiscal Year 2021				FY 2022 Proposed Budget
	Adopted Budget	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected	
REVENUES					
Assessment levy: gross	\$ 641,145				\$ 849,061
Allowable discounts (4%)	(25,646)				(33,962)
Assessment levy: net	615,499	\$ 411,111	\$ 204,388	\$ 615,499	815,099
Assessments off-roll	482,226	222,407	250,869	473,276	313,612
Lot closings	-	481,867	-	481,867	-
Total revenues	1,097,725	1,115,385	455,257	1,570,642	1,128,711
EXPENDITURES					
Professional & administration					
Supervisors	4,000	1,600	2,400	4,000	4,000
FICA	306	122	184	306	306
District engineer	5,000	-	5,000	5,000	5,000
General counsel	24,000	11,600	12,400	24,000	24,000
District manager	50,000	25,000	25,000	50,000	50,000
Debt service fund accounting: 2016 master bonds	5,183	2,575	2,608	5,183	5,071
Debt service fund accounting: 2016 sub bonds	2,317	1,175	1,142	2,317	2,429
Debt service fund accounting: Lennar bonds*	3,500	1,750	1,750	3,500	3,500
Arbitrage rebate calculation	750	-	750	750	750
Audit	5,835	-	5,835	5,835	6,010
Postage	750	354	396	750	750
Insurance - GL, POL	13,175	11,527	-	11,527	13,175
Legal advertising	1,200	610	590	1,200	1,200
Mailed notices	1,600	-	1,600	1,600	1,600
Miscellaneous- bank charges	750	341	409	750	750
Website					
Hosting	705	-	705	705	705
ADA compliance	210	-	210	210	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	131,956	68,329	61,979	130,308	\$132,131
Field Operations					
Landscape maintenance					
Field operations manager	9,600	2,400	7,200	9,600	9,600
Beachwalk Blvd (inc. main entries)	323,346	145,344	145,344	290,688	350,000
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	171,000	-	100,000	100,000	171,000
Irrigation repairs	12,000	-	12,000	12,000	12,000
Irrigation water	295,000	52,668	242,332	295,000	295,000
Aquatic maintenance	21,500	8,935	12,509	21,444	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	952,946	213,097	636,135	849,232	979,600

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

	Fiscal Year 2021			FY 2022 Proposed Budget
	Adopted Budget	Actual through 3/31/2021	Projected through 9/30/2021	
Other fees and charges				
Tax collector	12,823	6,671	6,152	12,823
Total other fees & charges	12,823	6,671	6,152	12,823
Total expenditures	1,097,725	288,097	704,266	992,363
Net increase/(decrease) of fund balance	-	827,288	(249,009)	578,279
Fund balance - beginning (unaudited)	220,741	13,086	840,374	13,086
Fund balance - ending (projected):				
Assigned:				
3 months working capital	-	-	-	-
Unassigned	220,741	840,374	591,365	591,365
Fund balance - ending (projected)	\$ 220,741	\$ 840,374	\$ 591,365	\$ 591,365
	\$ 220,741	\$ 840,374	\$ 591,365	\$ 591,364

*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 of the District's facilities.	
General counsel	24,000
Billing, Cochran, Lyles, Mauro & Ramsey, PA will provide legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications,	
District manager	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	5,071
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	2,429
Debt service fund accounting: Lennar bonds*	3,500
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Audit	6,010
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)	350,000
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	16,981
The tax collector's fee is 2% of assessments collected.	
Total expenditures	<u><u>\$ 1,128,712</u></u>

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

	Fiscal Year 2021			Total Actual & Projected	FY 2022 Proposed Budget
	Adopted Budget	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: gross	\$ 1,760,660				\$ 1,711,753
Allowable discounts (4%)	(70,426)				(68,470)
Assessment levy: net	1,690,234	\$ 1,119,425	\$ 570,809	\$ 1,690,234	1,643,283
Assessments off-roll 2016A-1	508,230	75,351	161,111	236,462	335,643
Assessments prepayment	-	2,413,766	-	2,413,766	-
Lot closings	-	101,729	-	101,729	-
Interest	-	135	-	135	-
Total revenues	<u>2,198,464</u>	<u>3,710,406</u>	<u>731,920</u>	<u>4,442,326</u>	<u>1,978,926</u>
EXPENDITURES					
Debt service					
Principal 2016A-1	290,000	290,000	-	290,000	285,000
Principal 2016A-2	130,000	130,000	-	130,000	130,000
Principal prepayment 2016A-1	-	170,000	1,645,000	1,815,000	-
Principal prepayment 2016A-2	-	140,000	120,000	260,000	-
Interest 2016A-1	1,199,563	603,406	596,157	1,199,563	1,071,738
Interest 2016A-2	536,056	269,653	266,403	536,056	513,375
Total debt service	<u>2,155,619</u>	<u>1,603,059</u>	<u>2,627,560</u>	<u>4,230,619</u>	<u>\$2,000,113</u>
Other fees and charges					
Tax collector	35,213	23,939	11,274	35,213	34,235
Total other fees & charges	<u>35,213</u>	<u>23,939</u>	<u>11,274</u>	<u>35,213</u>	<u>34,235</u>
Total expenditures	<u>2,190,832</u>	<u>1,626,998</u>	<u>2,638,834</u>	<u>4,265,832</u>	<u>2,034,348</u>
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(668)	668	-	-
Total other financing sources	<u>-</u>	<u>(668)</u>	<u>668</u>	<u>-</u>	<u>-</u>
Net increase/(decrease) of fund balance	7,632	2,082,740	(1,906,246)	176,494	(55,422)
Fund balance - beginning (unaudited)	3,327,318	3,568,973	5,651,713	3,568,973	3,745,467
Fund balance - ending (projected)	<u>\$ 3,334,950</u>	<u>\$ 5,651,713</u>	<u>\$ 3,745,467</u>	<u>\$ 3,745,467</u>	<u>3,690,045</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,786,998)
Principal and Interest expense 2016 A-1 - November 1, 2022					(817,306)
Principal and Interest expense 2016 A-2 - November 1, 2022					(390,063)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 695,678</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/21	285,000.00	5.000%	539,431.25	824,431.25	19,300,000.00
05/01/22	-		532,306.25	532,306.25	19,300,000.00
11/01/22	285,000.00	5.000%	532,306.25	817,306.25	19,015,000.00
05/01/23	-		525,181.25	525,181.25	19,015,000.00
11/01/23	300,000.00	5.000%	525,181.25	825,181.25	18,715,000.00
05/01/24	-		517,681.25	517,681.25	18,715,000.00
11/01/24	315,000.00	5.750%	517,681.25	832,681.25	18,400,000.00
05/01/25	-		508,625.00	508,625.00	18,400,000.00
11/01/25	335,000.00	5.750%	508,625.00	843,625.00	18,065,000.00
05/01/26	-		498,993.75	498,993.75	18,065,000.00
11/01/26	355,000.00	5.750%	498,993.75	853,993.75	17,710,000.00
05/01/27	-		488,787.50	488,787.50	17,710,000.00
11/01/27	375,000.00	5.750%	488,787.50	863,787.50	17,335,000.00
05/01/28	-		478,006.25	478,006.25	17,335,000.00
11/01/28	395,000.00	5.750%	478,006.25	873,006.25	16,940,000.00
05/01/29	-		466,650.00	466,650.00	16,940,000.00
11/01/29	415,000.00	6.375%	466,650.00	881,650.00	16,525,000.00
05/01/30	-		453,421.88	453,421.88	16,525,000.00
11/01/30	445,000.00	6.375%	453,421.88	898,421.88	16,080,000.00
05/01/31	-		439,237.50	439,237.50	16,080,000.00
11/01/31	470,000.00	6.375%	439,237.50	909,237.50	15,610,000.00
05/01/32	-		424,256.25	424,256.25	15,610,000.00
11/01/32	500,000.00	6.375%	424,256.25	924,256.25	15,110,000.00
05/01/33	-		408,318.75	408,318.75	15,110,000.00
11/01/33	535,000.00	6.375%	408,318.75	943,318.75	14,575,000.00
05/01/34	-		391,265.63	391,265.63	14,575,000.00
11/01/34	570,000.00	6.375%	391,265.63	961,265.63	14,005,000.00
05/01/35	-		373,096.88	373,096.88	14,005,000.00
11/01/35	605,000.00	6.375%	373,096.88	978,096.88	13,400,000.00
05/01/36	-		353,812.50	353,812.50	13,400,000.00
11/01/36	645,000.00	6.375%	353,812.50	998,812.50	12,755,000.00
05/01/37	-		333,253.13	333,253.13	12,755,000.00
11/01/37	685,000.00	6.375%	333,253.13	1,018,253.13	12,070,000.00
05/01/38	-		311,418.75	311,418.75	12,070,000.00
11/01/38	730,000.00	6.375%	311,418.75	1,041,418.75	11,340,000.00
05/01/39	-		288,150.00	288,150.00	11,340,000.00
11/01/39	775,000.00	6.375%	288,150.00	1,063,150.00	10,565,000.00
05/01/40	-		263,446.88	263,446.88	10,565,000.00
11/01/40	825,000.00	6.375%	263,446.88	1,088,446.88	9,740,000.00
05/01/41	-		237,150.00	237,150.00	9,740,000.00

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/41	875,000.00	6.375%	237,150.00	1,112,150.00	8,865,000.00
05/01/42	-		209,259.38	209,259.38	8,865,000.00
11/01/42	935,000.00	6.375%	209,259.38	1,144,259.38	7,930,000.00
05/01/43	-		179,456.25	179,456.25	7,930,000.00
11/01/43	990,000.00	6.375%	179,456.25	1,169,456.25	6,940,000.00
05/01/44	-		147,900.00	147,900.00	6,940,000.00
11/01/44	1,055,000.00	6.375%	147,900.00	1,202,900.00	5,885,000.00
05/01/45	-		114,271.88	114,271.88	5,885,000.00
11/01/45	1,120,000.00	6.375%	114,271.88	1,234,271.88	4,765,000.00
05/01/46	-		78,571.88	78,571.88	4,765,000.00
11/01/46	1,195,000.00	6.375%	78,571.88	1,273,571.88	3,570,000.00
05/01/47	-		40,481.25	40,481.25	3,570,000.00
11/01/47	1,270,000.00	6.375%	40,481.25	1,310,481.25	2,300,000.00
Total	17,285,000.00		18,665,431.33	35,950,431.33	

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/21	130,000.00	5.000%	258,312.50	388,312.50	9,005,000.00
05/01/22	-		255,062.50	255,062.50	9,005,000.00
11/01/22	135,000.00	5.000%	255,062.50	390,062.50	8,870,000.00
05/01/23	-		251,687.50	251,687.50	8,870,000.00
11/01/23	145,000.00	5.000%	251,687.50	396,687.50	8,725,000.00
05/01/24	-		248,062.50	248,062.50	8,725,000.00
11/01/24	150,000.00	6.000%	248,062.50	398,062.50	8,575,000.00
05/01/25	-		243,562.50	243,562.50	8,575,000.00
11/01/25	160,000.00	6.000%	243,562.50	403,562.50	8,415,000.00
05/01/26	-		238,762.50	238,762.50	8,415,000.00
11/01/26	170,000.00	6.000%	238,762.50	408,762.50	8,245,000.00
05/01/27	-		233,662.50	233,662.50	8,245,000.00
11/01/27	180,000.00	6.000%	233,662.50	413,662.50	8,065,000.00
05/01/28	-		228,262.50	228,262.50	8,065,000.00
11/01/28	190,000.00	6.000%	228,262.50	418,262.50	7,875,000.00
05/01/29	-		222,562.50	222,562.50	7,875,000.00
11/01/29	200,000.00	6.000%	222,562.50	422,562.50	7,675,000.00
05/01/30	-		216,562.50	216,562.50	7,675,000.00
11/01/30	215,000.00	6.000%	216,562.50	431,562.50	7,460,000.00
05/01/31	-		210,112.50	210,112.50	7,460,000.00
11/01/31	225,000.00	6.000%	210,112.50	435,112.50	7,235,000.00
05/01/32	-		203,362.50	203,362.50	7,235,000.00
11/01/32	240,000.00	6.375%	203,362.50	443,362.50	6,995,000.00
05/01/33	-		195,712.50	195,712.50	6,995,000.00
11/01/33	255,000.00	6.375%	195,712.50	450,712.50	6,740,000.00
05/01/34	-		187,584.38	187,584.38	6,740,000.00
11/01/34	275,000.00	6.375%	187,584.38	462,584.38	6,465,000.00
05/01/35	-		178,818.75	178,818.75	6,465,000.00
11/01/35	290,000.00	6.375%	178,818.75	468,818.75	6,175,000.00
05/01/36	-		169,575.00	169,575.00	6,175,000.00
11/01/36	310,000.00	6.375%	169,575.00	479,575.00	5,865,000.00
05/01/37	-		159,693.75	159,693.75	5,865,000.00
11/01/37	330,000.00	6.375%	159,693.75	489,693.75	5,535,000.00
05/01/38	-		149,175.00	149,175.00	5,535,000.00
11/01/38	350,000.00	6.375%	149,175.00	499,175.00	5,185,000.00
05/01/39	-		138,018.75	138,018.75	5,185,000.00
11/01/39	370,000.00	6.375%	138,018.75	508,018.75	4,815,000.00
05/01/40	-		126,225.00	126,225.00	4,815,000.00
11/01/40	395,000.00	6.375%	126,225.00	521,225.00	4,420,000.00
05/01/41	-		113,634.38	113,634.38	4,420,000.00

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/41	420,000.00	6.375%	113,634.38	533,634.38	4,000,000.00
05/01/42	-		100,246.88	100,246.88	4,000,000.00
11/01/42	445,000.00	6.375%	100,246.88	545,246.88	3,555,000.00
05/01/43	-		86,062.50	86,062.50	3,555,000.00
11/01/43	475,000.00	6.375%	86,062.50	561,062.50	3,080,000.00
05/01/44	-		70,921.88	70,921.88	3,080,000.00
11/01/44	505,000.00	6.375%	70,921.88	575,921.88	2,575,000.00
05/01/45	-		54,825.00	54,825.00	2,575,000.00
11/01/45	540,000.00	6.375%	54,825.00	594,825.00	2,035,000.00
05/01/46	-		37,612.50	37,612.50	2,035,000.00
11/01/46	570,000.00	6.375%	37,612.50	607,612.50	1,465,000.00
05/01/47	-		19,443.75	19,443.75	1,465,000.00
11/01/47	610,000.00	6.375%	19,443.75	629,443.75	855,000.00
Total	8,280,000.00		8,936,737.54	17,216,737.54	

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

	Fiscal Year 2021				FY 2022 Proposed Budget
	Adopted Budget	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: gross	\$ 211,979				\$ 210,833
Allowable discounts (4%)	(8,479)				(8,433)
Assessment levy: net	203,500	\$ 136,442	\$ 67,058	\$ 203,500	202,400
Interest	-	11	-	11	-
Total revenues	<u>203,500</u>	<u>136,453</u>	<u>67,058</u>	<u>203,511</u>	<u>202,400</u>
EXPENDITURES					
Debt service					
Principal	55,000	-	55,000	55,000	55,000
Principal prepayment	-	-	15,000	15,000	-
Interest	147,038	72,550	72,550	145,100	142,225
Total debt service	<u>202,038</u>	<u>72,550</u>	<u>142,550</u>	<u>215,100</u>	<u>197,225</u>
Other fees and charges					
Tax collector	4,240	2,729	1,511	4,240	4,217
Total other fees & charges	<u>4,240</u>	<u>2,729</u>	<u>1,511</u>	<u>4,240</u>	<u>4,217</u>
Total expenditures	<u>206,278</u>	<u>75,279</u>	<u>144,061</u>	<u>219,340</u>	<u>201,442</u>
Net increase/(decrease) of fund balance	(2,778)	61,174	(77,003)	(15,829)	958
Fund balance - beginning (unaudited)	207,069	227,333	288,507	227,333	211,504
Fund balance - ending (projected)	<u>\$ 204,291</u>	<u>\$ 288,507</u>	<u>\$ 211,504</u>	<u>\$ 211,504</u>	<u>212,462</u>
Use of fund balance:					
Debt service reserve account balance (required)					(97,681)
Interest expense - December 15, 2022					(70,047)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 44,734</u>

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

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

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

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

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

On-Roll Assessments						
Parcel	Product	Sq. Ft. /Units	FY 2022 O&M Assessment per 1,000 Sq. Ft./Unit	FY 2022 DS Assessment per 1,000 Sq. Ft./Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./Unit	FY 2021 Total Assessment per 1,000 Sq. Ft./Unit
<u>Non-Residential</u>						
Commercial Parcel 5	Retail	105,070	423.93	-	423.93	-
Commercial Parcel 5	Hotel	100	254.36	-	254.36	-
Commercial Parcel 6	Retail	73,310	423.93	-	423.93	-
Commercial Parcel 7	Retail	-	-	-	-	-
Commercial Parcel 8	Retail	-	-	-	-	-
Office Parcel 9	Office	-	-	-	-	-
Total		178,480				
<u>Residential</u>						
Residential Parcel 1	TH 22.5'	-	-	-	-	-
Residential Parcel 2/3	SF 40'	184	867.76	2,690.15	3,557.91	3,523.07
Residential Parcel 2/3- Prepaid	SF 40'	3	867.76	-	867.76	3,523.07
Residential Parcel 4	MF	348	254.36	-	254.36	233.62
Residential Parcel 5	MF	298	254.36	-	254.36	n/a
Residential Parcel 10/11	SF 63'	47	853.08	3,104.13	3,957.21	3,922.12
Residential Parcel 10/11 - Reduced	SF 63'	13	853.08	2,604.21	3,457.29	3,422.20
Residential Parcel 10/11 - Prepaid	SF 63'	2	853.08	-	853.08	817.99
Residential Parcel 10/11	Villa 37.5'	30	853.08	3,114.80	3,967.88	3,932.79
Residential Parcel 10/11- Reduced	Villa 37.5'	2	853.08	2,719.05	3,572.13	3,537.04
Residential Parcel 12	Villa 37.5'	91	853.08	3,114.80	3,967.88	3,932.79
Residential Parcel 12 - Reduced	Villa 37.5'	19	853.08	2,719.05	3,572.13	3,537.04
Residential Parcel 12 - Prepaid	Villa 37.5'	24	853.08	-	853.08	817.99
Residential Parcel 13	SF 53'	84	853.08	3,227.14	4,080.22	4,045.13
Residential Parcel 13 - Reduced	SF 53'	48	853.08	2,816.73	3,669.81	3,634.72
Residential Parcel 13 - Prepaid	SF 53'	15	853.08	-	853.08	817.99
Residential Parcel 14	SF 73'	114	853.08	3,575.24	4,428.32	4,393.23
Residential Parcel 14 - Prepaid	SF 73'	5	853.08	-	853.08	817.99
Total		1,327				

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

Off-Roll Assessments

Product/Parcel	Product	Sq. Ft. /Units	FY 2022 O&M Assessment per 1,000 Sq. Ft./Unit	FY 2022 DS Assessment per 1,000 Sq. Ft./Unit	FY 2022 Total Assessment per 1,000 Sq. Ft./Unit	FY 2021 Total Assessment per 1,000 Sq. Ft./Unit
<u>Non-Residential</u>						
Commercial Parcel 5	Retail	-	398.49	363.34	761.83	779.70
Commercial Parcel 6	Retail	-	398.49	363.34	761.83	779.70
Commercial Parcel 7	Retail	100,000	398.49	363.34	761.83	779.70
Commercial Parcel 8	Retail	175,000	398.49	363.34	761.83	779.70
Office Parcel 9	Office	100,000	398.49	248.61	647.10	657.95
Total		375,000				
<u>Residential</u>						
Residential Parcel 1	TH 22.5'	206	796.98	1,023.61	1,820.59	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 2021 based on information received from the St. Johns County Property Appraiser's Office

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

4

RESOLUTION 2021-05

A RESOLUTION OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

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

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with St. Johns County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of May, 2021.

Attest:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 16, 2021	Regular Meeting	11:45 A.M.
January 18, 2022	Regular Meeting	11:45 A.M.
March 15, 2022	Regular Meeting	11:45 A.M.
May 17, 2022	Regular Meeting	11:45 A.M.
July 19, 2022	Regular Meeting	11:45 A.M.
September 13, 2022	Public Hearing and Regular Meeting	11:45 A.M.

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

5

Daphne Gillyard

From: Craig Wrathell
Sent: Tuesday, April 27, 2021 11:30 AM
To: Neal Brockmeier; Bryan Kinsey (Bryan.Kinsey@encorefunds.com); Daphne Gillyard
Cc: Daniel Rom; sdelegal@bclmr.com; Craig Wrathell; sdelegal@bclmr.com
Subject: Re: Twin Creek North CDD - Update to Landscaping Map and maintenance responsibilities
Attachments: 2021-04-20 111013.34_CDD Landscape Management.pdf

Daphne (Thanks Neal)

Good morning. Please place on the upcoming Twin Creeks North agenda: Discussion: Update to Landscaping Map and maintenance responsibilities. Please include the email below with attachment as backup to this agenda item.

Thanks Craig

From: Neal Brockmeier <NBrockmeier@prosserinc.com>
Sent: Tuesday, April 20, 2021 10:32 AM
To: Craig Wrathell <wrathellc@whhassociates.com>; Bryan Kinsey (Bryan.Kinsey@encorefunds.com) <Bryan.Kinsey@encorefunds.com>
Cc: Daniel Rom <romd@whhassociates.com>; sdelegal@bclmr.com <sdelegal@bclmr.com>
Subject: RE: Twin Creek North CDD - Update to Landscaping Map and maintenance responsibilities

Revised landscape maintenance map has been attached for review

Neal Brockmeier, PE
Project Director

PROSSER

Office 904.739.3655
Direct 904.899.9154
Cell 904.477.0488

From: Craig Wrathell <wrathellc@whhassociates.com>
Sent: Monday, April 19, 2021 4:41 PM
To: Bryan Kinsey (Bryan.Kinsey@encorefunds.com) <Bryan.Kinsey@encorefunds.com>; Neal Brockmeier <NBrockmeier@prosserinc.com>
Cc: Daniel Rom <romd@whhassociates.com>; sdelegal@bclmr.com; Craig Wrathell <wrathellc@whhassociates.com>
Subject: Twin Creek North CDD - Update to Landscaping Map and maintenance responsibilities

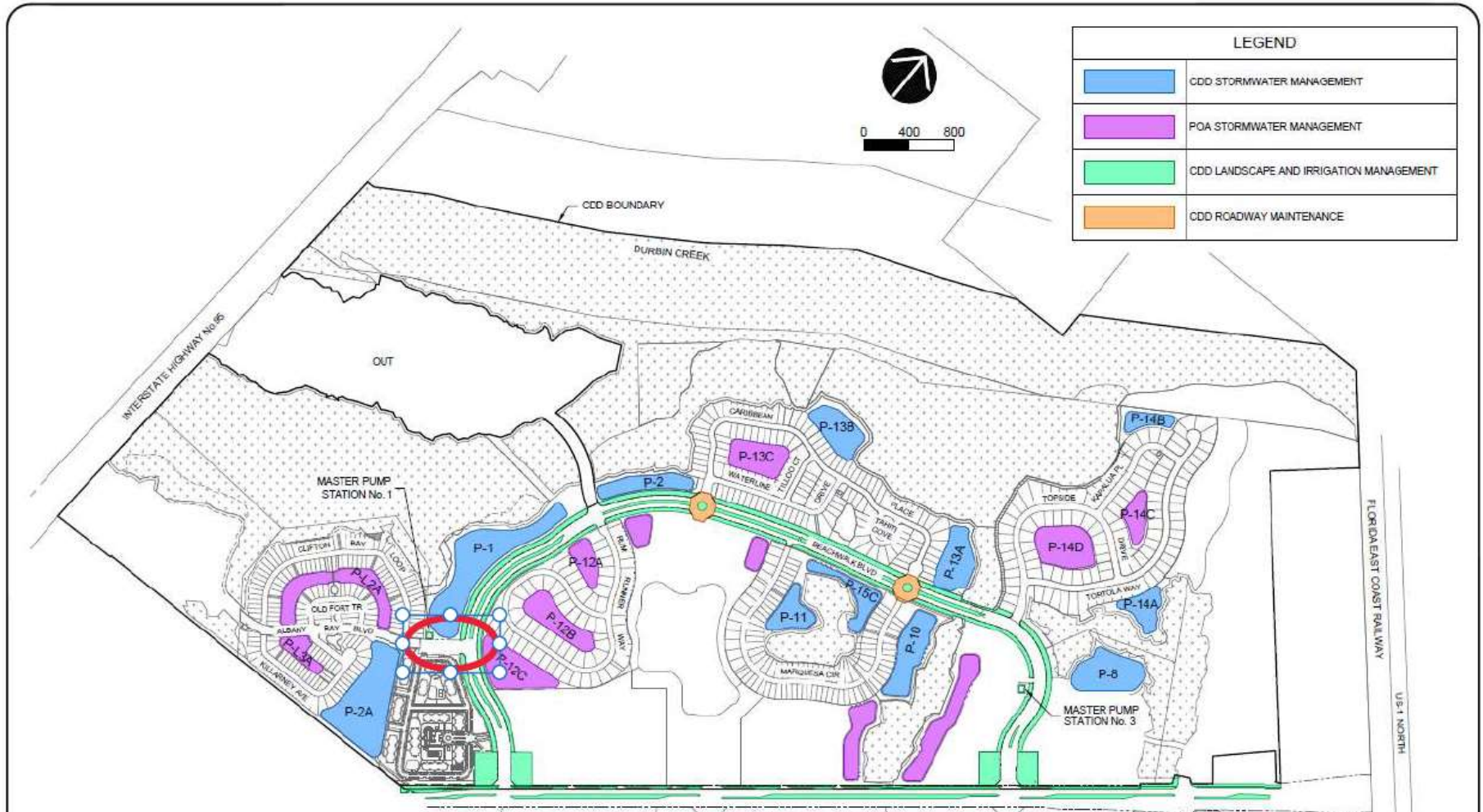
Bryan & Neal (Daphne please place this email as a placeholder on the May meeting agenda)

Good afternoon. Thanks for the quick call. As we discussed, we see no issue with the CDD maintaining the landscaping in the circled area of the map below along that section of Albany Bay Blvd. leading up to and including the pump station and south of Lake P-1. This section of Albany Bay Blvd. was considered part of the master roadway system which is maintained by the CDD. Neal will update his Landscape and Pond Maintenance Map accordingly. We will place this landscape maintenance clarification email on the upcoming Board agenda and ask the Board to approve an amendment to our existing landscape maintenance agreement to include this area retro-active to maintenance in this area starting. We will use Neal's updated map as an exhibit the Landscaping RFP that will be going out this summer.

Please confirm if my description is correct based upon our conversation today.

Thanks Craig

Exhibit F: Landscape and Pond Maintenance Map



Craig Wrathell
President & Partner
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Toll-free: (877)276-0889
Phone: (561)571-0010
Fax: (561)571-0013
www.whhassociates.com

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.



Wrathell, Hunt and Associates, LLC

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

P:\1111013-34-TWIN CREEKS NORTH CDD\CADD\EXHIBITS\111013.34_Stormwater Irrigation Management.dwg [STRMWR IRR] 4/20/2021 10:23:29 AM Kathy Weber

LEGEND

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



0 400 800



TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

6

**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-2021-

Issue Date: _____, 2021

**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-2021-__)

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EXHIBIT C – GENERAL RELEASE

EXHIBIT D – ADDENDA, AS APPLICABLE

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**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-2021-**.

Proposal Documents Availability: The Request for Proposals will be available on _____ **2021**, 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 be a Mandatory Pre-Proposal meeting on _____ at **10:00 a.m.**, held at the _____ Companies who do not attend this Mandatory meeting will have their bids disqualified from consideration by the Board.

Proposal Due Date: Companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m.**, on _____, **2021**. 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**, _____, **2021**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **11:45 a.m.**, at the **St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084**. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents. The District reserves the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

Twin Creeks North Community Development District
District Manager

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2021-____
LANDSCAPE MAINTENANCE SERVICES**

INSTRUCTIONS TO PROPOSING COMPANIES

1. **Proposal Documents Availability:** The Request for Proposals will be available on _____, **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 be a Mandatory Pre-Proposal meeting on _____ at **10:00 a.m.**, held at _____ . Companies who do not attend this Mandatory meeting will have their bids disqualified from consideration by the Board.
2. **Proposal Due Date:** Companies desiring to provide services for this project must submit an electronic copy (pdf.), to be received no later than **2:00 p.m.**, on _____. 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 _____ 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 _____, **2021**, Twin Creeks North CDD Regular Meeting, scheduled to be held at **11:45 a.m.**, at the **St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084**. The proposals shall be ranked in accordance with the criteria included in the Evaluation Criteria sheet, which is contained within the proposal documents. The District reserves the right to

reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal which, in its judgment, is in the best interest of the District.

7. **Contract Award:** Within fourteen (14) days of receipt of the Notice of Award, the proposing company that was ranked number 1, shall enter into and execute a contract with the District, using the District's governmental form of agreement.
8. **Modification and Withdrawal:** Proposals may be modified and withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
9. **Proposal Form:** All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgement Form). In making its proposal, the proposing company represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
10. **Signature on Proposal:** In addition to executing all forms, affidavits, and acknowledgements for which signature and notary blocks are provided, the proposing company must correctly sign the Acknowledgement of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the management company or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered.
11. **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. **All proposals shall include the following information in addition to any other requirements of the proposal documents:**

- A narrative description of the Proposing company's approach to providing the services as described in the scope of services, provided herein (limited to 5 pages).
- A Pricing Form for Landscape Maintenance Services delivered to the Twin Creeks North Community Development District is attached and should be completed by the Proposing company.
- Proposing company's Organizational Chart List position or title and corporate responsibilities of key management or supervisory personnel. Include the certifications for each person listed; list years of experience in present position for each party listed and years of related experience.
- Financial statements for 2019, 2018 and 2017
- A list and description of contracts undertaken for each of the last three (3) years for projects of similar size and scope to Twin Creeks North CDD, including the scope of services provided, the name and location of the project and a contact name and phone number.
- A listing of the total annual dollar value of work, as described immediately above, completed for each of the last three (3) years.
- List all other contracts related to the provision of services by the Proposing company in which the company is presently engaged.
- A list of all Community Development Districts served, including the size and dollar amount of the annual contracts with each District.
- Three references, including the name, address and phone number of a contact person, from projects of similar size and scope. The references may, but are not required to, overlap with projects or contracts as listed above.
- Current certificates of insurance.
- A list of any and all lawsuits that the Proposing company is or has been a party to in the past five (5) years.
- A list of any and all licensure disciplinary actions the Proposing company or its employees is or has been a party to in the past five (5) years.
- Completed copies of all other forms included within the proposal documents.

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2021-
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-2021-01) 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-2021-
LANDSCAPE MAINTENANCE SERVICES**

BASIC ORGANIZATION INFORMATION

Date Submitted _____, 2021

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.

(2020) _____, (2019) _____, (2018) _____

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

General Liability \$ _____

Automobile Liability \$_____

Workers Compensation \$_____

Expiration Date \$_____

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

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

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

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

If yes, please describe each incident

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

Name of Proposer

By: _____

This _____ day of _____, 2021

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 _____, 2021, by _____, of the _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary taking acknowledgement

**TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL NO. TCN-LMS-2021-
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 May. 1, 2021 – Sept. 30, 2022	Year 2 Oct. 1, 2022 – Sept. 30, 2023	Year 3 Oct.1, 2023 – Sept. 30, 2024
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-2021-
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 _____, 2021.

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 _____, 2021 (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 _____, 2021, 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 _____, 2021; and

WHEREAS, the District Board of Supervisors, at its meeting of _____, 2021, 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 the pricing schedules to be determined, but which are (1) consistent with the pricing and any unit pricing contained within this Agreement, (2) consistent with industry standards for similar services in St. Johns County, Florida, and (3) in amounts that are fully reimbursable to the District by FEMA. Such pricing may be coordinated under the mutual agreement of the District Manager and the Contractor on an annual basis, prior to an expected storm event, or within the twenty-four (24) hour period that Contractor must respond to the storm event and perform the services described herein. **CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE DISTRICT MAY BID THIS DEBRIS REMOVAL WORK SEPARATELY PURSUANT TO A COMPETITIVE BID PROCESS.**

ARTICLE II. COMPENSATION.

2.0 The District shall pay the Contractor for the faithful performance of the Agreement in lawful money of the United States and subject to additions and deletions as provided herein, as set forth in the Proposal for the District areas, an annual contract amount, as work is performed and completed, in accordance with the table below (“Annual Contract Amount”), payable in twelve (12) equal monthly installments.

Contract Year	Annual Contract Amount
Year 1: May 1, 2021 – September 30, 2022	\$ _____
Year 2: October 1, 2022 – September 30, 2023	\$ _____
Year 3: October 1, 2023 – September 30, 2024	\$ _____

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

2.1 At the end of each month, the Contractor shall submit invoices for work completed by Contractor pursuant to this Agreement. The District will not pay in advance for services to be performed. For example, for services performed in May, the Contractor shall mail its invoice to the District after May 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 May 1, 2021 and, unless otherwise terminated sooner, the term of the Agreement shall expire three (3) years later on September 30, 2024 (the "Initial Term"). Thereafter, this Agreement may be extended on an annual basis upon the mutual agreement of the parties under the terms and conditions existing at the end of the Initial Term.

ARTICLE IV. TERMINATION.

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

ARTICLE V. CONTRACTOR'S ACCEPTANCE OF CONDITIONS.

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

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

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

ARTICLE VI. NOTICES.

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

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

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

CONTRACTOR: _____

Attention: _____

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

ARTICLE VII. MISCELLANEOUS.

7.0 Protection of Property and the Public.

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

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

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

7.1 Defective Work. Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may

become due the Contractor under this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Landscape Maintenance Services. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the Contractor and the amount thereof deducted from any monies due, or which may become due to it, as liquidated damages and not as a penalty. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by Contractor.

7.2 Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its supervisors, officers, employees, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts and omissions, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

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

7.4 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.13 Waiver. It is distinctly understood and agreed that the approval, or acceptance of any part of the work by the District as in compliance with terms of this Agreement and related specifications covering said work, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related specifications. Any work required by this Agreement and related specifications not performed by the Contractor, after receipt of written notice in accordance with Section 6.1 of such failure to perform said work to recover reasonable cost for such work from the Contractor or, reduce the sums of money due Contractor by the cost of such work. Failure of the District to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be 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 E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the CDD is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the CDD has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the CDD has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the CDD promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by

the CDD as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**TWIN CREEKS NORTH COMMUNITY
DEVELOPMENT DISTRICT**

_____ By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair

_____ day of _____, 2021

_____, a

By:

Print Name

Print: _____

Title: _____

_____ day of _____, 2021

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 _____, 2021, 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: _____, 2021

Work Authorization No. _____ - _____

To: _____ (company name)

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

Description of Work Authorization services:

Bill to: District

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

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

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

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

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

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

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

Accepted and Agreed by Contractor:

For District:

Company Name

Twin Creeks North Community Development

District

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

For review and Approval (if applicable):

District Engineer: _____

By: _____ Date: _____

Completed by: _____ Date: _____

EXHIBIT C

GENERAL RELEASE

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

Witnesses:

Print Name of Contractor

Authorized Signature

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, who is personally known/produced identification.

Notary Public
State of Florida at Large
My Commission Expires

EXHIBIT D

ADDENDA

EXHIBIT E

SCOPE OF SERVICES, QUALIFICATIONS & LICENSES

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

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

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

a. Contract Period & Renewal:

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

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

c. Schedule of Services:

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

d. Quality Control Inspections:

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

time period.

e. Attendance at meetings:

Upon request by the District, the contractor shall attend CDD Board meetings.

f. Reporting:

i. The Contractor is **REQUIRED** to provide Manager with the following information:

• **As Part of Proposal and Prior to Beginning Service**

- Copy of all Business Licenses
- List of individuals & Contact info for all individuals who will be responsible for the Beachwalk CDD Landscape and Irrigation maintenance.
- Copy of Insurance
- W9
- Map/schedule detailing which Common Areas will be mowed, edged, trimmed and blown off each day of the week.
- Map/schedule detailing which week or weeks that the Common Areas will be sprayed, weeded, and detailed each month.

• **Upon Starting Service**

- Monthly Common Area Irrigation Inspection Reports
- Monthly Detailing Service Reports
- Fertilization / Pest Control Reports
- Annual Flower Types and Design for approval prior to install

III. **LAWN CARE:**

a. Mowing and Edging:

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

- Bermuda 1 ½ - 2 ½
- Saint Augustine Floritam 4”
- Bahia 3-5”.

b. Sod:

The Contractor shall replace dead common area sod up to one pallet within two (2) weeks of identifying the disturbed area. Sod replacement equaling more than one pallet shall be

approved by the Manager in advance. Contractor should take care to not scalp the sod by adjusting mower height as needed.

c. Edging:

The Contractor shall edge ground cover as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.

d. Fertilization:

A fertilization program of properly timed applications of quality slow release fertilizers shall be established. Program shall provide a lawn, which is evenly green and thick, and one, which does not promote surge growth or burning. The expectation is that either the Contractor or Sub Contractor for these applications will be held responsible for identifying and correctly treating issues with sod and shrubs. Failure to identify and correct issues may result in the replacement cost being passed back to the Contractor.

e. Weed, Disease, and Insect Control:

The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, army worms, chinch bugs and other grass and plant pests as well as plant fungus. Pre-emergent and post-emergent controls shall be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant turf.

f. Overseed with Rye:

The Contractor shall over-seed all common-area Bermuda turf once per year. This will take place prior to October 31 each year.

IV. GROUND COVER AREA / SHRUB AREAS:

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

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

a. Weed Control:

The Contractor shall keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Beds around Amenity

Center and Amenities should be weeded by hand on a regular basis.

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

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

b. Fertilization:

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

c. Fungicide:

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

d. Pesticide:

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

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

V. ROSE BUSHES:

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

VI. ORNAMENTAL GRASSES

a. The Contractor shall cut all ornamental grasses back every two years in the months of January or February starting with January/February 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)

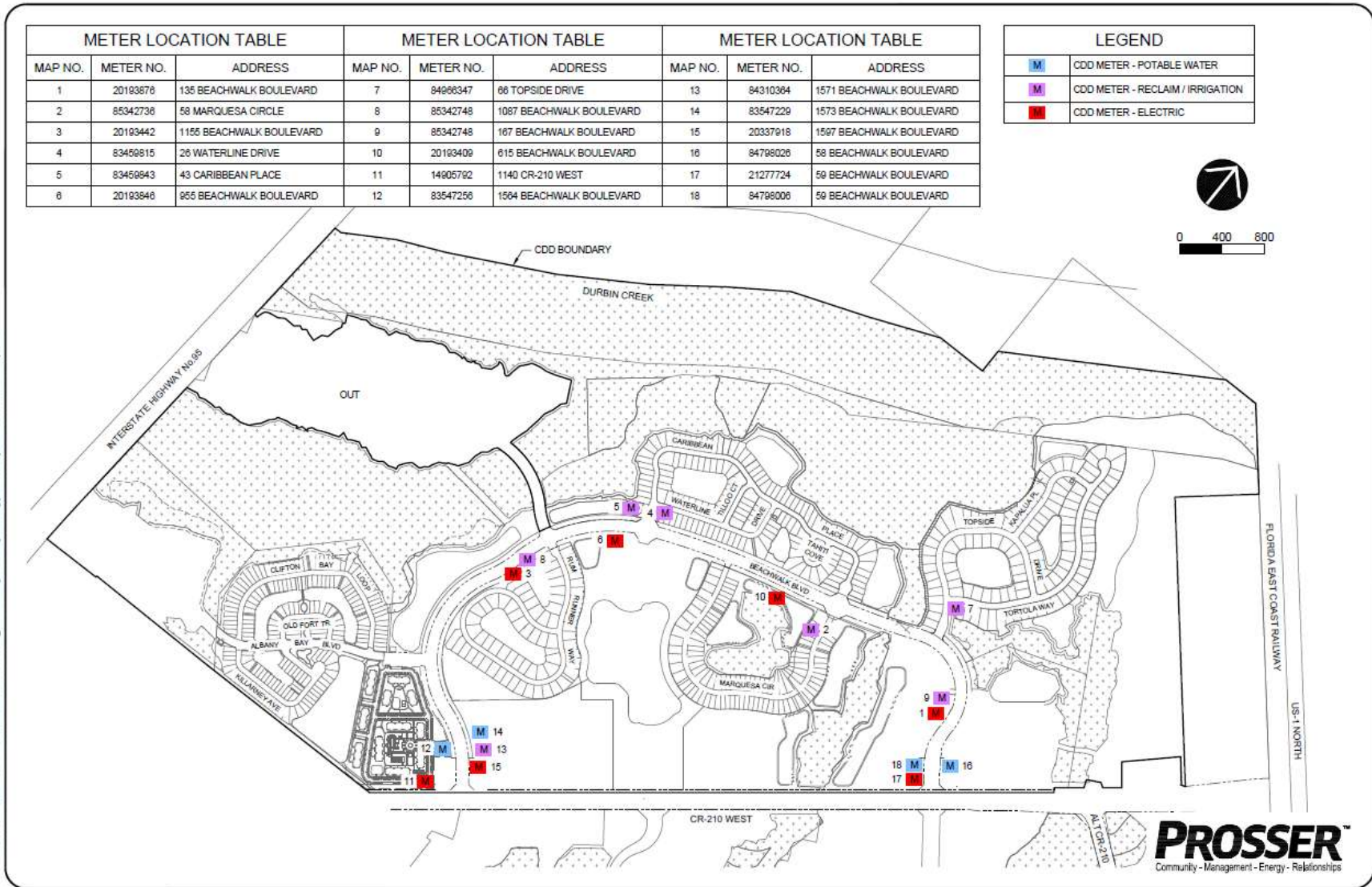
Command Organic Acid Penetrant

Matador Matrix Active Soil Surfactant

Exhibit F: Landscape and Pond Maintenance Map



Exhibit G: Irrigation Map



TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

8A

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2021**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2021**

	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	\$ 871,366	\$ -	\$ -	\$ -	\$ -	\$ 871,366
Investments						
Revenue 2016A-1	-	1,353,739	-	-	-	1,353,739
Revenue 2016A-2	-	568,519	-	-	-	568,519
Revenue 2018	-	-	167,687	-	-	167,687
Reserve 2016 A-1	-	1,235,985	-	-	-	1,235,985
Reserve 2016 A-2	-	618,787	-	-	-	618,787
Reserve 2018	-	-	101,496	-	-	101,496
Prepayment 2016A-1	-	1,661,134	-	-	-	1,661,134
Prepayment 2016A-2	-	143,683	-	-	-	143,683
Prepayment 2018	-	-	17,454	-	-	17,454
Construction 2016 BAN	-	-	-	4,712	-	4,712
Construction 2016 A-1	-	-	-	16	-	16
Construction 2016 A-2	-	-	-	12,873	-	12,873
Construction 2018	-	-	-	-	305	305
Cost of issuance 2016 BAN	-	923	-	-	-	923
Cost of issuance 2016 A-1	-	5,141	-	-	-	5,141
Cost of issuance 2016 A-2	-	5,141	-	-	-	5,141
Interest 2016A-1	-	24,484	-	-	-	24,484
Redemption 2016 BAN	-	609	-	-	-	609
Redemption 2016 A-1	-	16	-	-	-	16
Undeposited funds	-	50,867	-	-	-	50,867
Interest receivable	-	29	-	16	-	45
Due from BVO	-	349,547	-	-	-	349,547
Due from Sentosa Beachwalk II	14,448	-	-	-	-	14,448
Due from Beachwalk Retail	247,123	50,085	-	-	-	297,208
Due from Encore Beachwalk 13	-	60,722	-	-	-	60,722
Due from general fund	-	-	1,870	-	-	1,870
Due from debt service fund	17,315	-	-	-	-	17,315
Total assets	\$ 1,150,252	\$ 6,129,411	\$ 288,507	\$ 17,617	\$ 305	\$ 7,586,092

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2021**

	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	\$ 5,115	\$ -	\$ -	\$ -	\$ -	\$ 5,115
Due to Developer	2,500	-	-	-	-	2,500
Due to general fund	-	17,315	-	-	-	17,315
Due to debt service fund	1,870	-	-	-	-	1,870
Retainage payable 2016 BAN	-	-	-	137,062	-	137,062
Retainage payable 2016A-2	-	-	-	837,533	-	837,533
Developer advance	2,999	-	-	-	-	2,999
Total liabilities	<u>12,484</u>	<u>17,315</u>	<u>-</u>	<u>974,595</u>	<u>-</u>	<u>1,004,394</u>
DEFERRED INFLOWS OF RESOURCES						
Unearned revenue	35,823	-	-	-	-	35,823
Deferred receipts	261,571	460,383	-	16	-	721,970
Total deferred inflows of resources	<u>297,394</u>	<u>460,383</u>	<u>-</u>	<u>16</u>	<u>-</u>	<u>757,793</u>
Fund balances:						
Restricted for:						
Debt service	-	5,651,713	288,507	-	-	5,940,220
Capital projects	-	-	-	(956,994)	305	(956,689)
Unassigned	840,374	-	-	-	-	840,374
Total fund balances	<u>840,374</u>	<u>5,651,713</u>	<u>288,507</u>	<u>(956,994)</u>	<u>305</u>	<u>5,823,905</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,150,252</u>	<u>\$ 6,129,411</u>	<u>\$ 288,507</u>	<u>\$ 17,617</u>	<u>\$ 305</u>	<u>\$ 7,586,092</u>

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 5,771	\$ 411,111	\$ 615,499	67%
Assessment levy: off-roll	143,693	222,407	482,226	46%
Lot closings	-	481,867	-	N/A
Total revenues	<u>149,464</u>	<u>1,115,385</u>	<u>1,097,725</u>	102%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,600	4,000	40%
FICA	-	122	306	40%
District engineer	-	-	5,000	0%
General counsel	2,117	11,600	24,000	48%
District manager	4,167	25,000	50,000	50%
Debt service fund accounting: 2016 master bonds	426	2,575	5,183	50%
Debt service fund accounting: 2016 sub bonds	199	1,175	2,317	51%
Debt service fund accounting: Lennar bonds	292	1,750	3,500	50%
Arbitrage rebate calculation	-	-	750	0%
Audit	-	-	5,835	0%
Postage	8	354	750	47%
Insurance - GL, PL	-	11,527	13,175	87%
Legal advertising	-	610	1,200	51%
Mailed notices	-	-	1,600	0%
Miscellaneous - bank charges	277	341	750	45%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Dissemination agent	167	1,000	2,000	50%
Annual district filing fee	-	175	175	100%
Trustee	3,500	10,500	10,500	100%
Total professional & administrative	<u>11,153</u>	<u>68,329</u>	<u>131,956</u>	52%
Field Operations				
Landscape maintenance				
Field operations manager	-	2,400	9,600	25%
Beachwalk Blvd (inc. main entries)	24,224	145,344	323,346	45%
CR 210 - median	-	-	30,000	0%
Tree/plant replacement	-	-	50,000	0%
Annuals rotation	-	-	18,000	0%
Mulch	-	-	171,000	0%
Irrigation repairs	-	-	12,000	0%
Irrigation water	6,685	52,668	295,000	18%
Aquatic maintenance	1,787	8,935	21,500	42%
Road maintenance	-	-	15,000	0%
Accounting	625	3,750	7,500	50%
Total field operations	<u>33,321</u>	<u>213,097</u>	<u>952,946</u>	22%

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
Other fees & charges				
Tax collector	115	6,671	12,823	52%
Total other fees & charges	115	6,671	12,823	52%
Total expenditures	44,589	288,097	1,097,725	26%
Excess/(deficiency) of revenues over/(under) expenditures	104,875	827,288	-	
Fund balances - beginning	735,499	13,086	220,741	
Fund balances - ending	<u>\$ 840,374</u>	<u>\$ 840,374</u>	<u>\$ 220,741</u>	

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016 BANS & 2016 BONDS
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 15,632	\$ 1,119,425	\$ 1,690,234	66%
Assessment levy: off-roll 2016A-1	75,351	75,351	508,230	15%
Assessment prepayments	1,652,237	2,413,766	-	N/A
Lot closings	-	101,729	-	N/A
Interest 2016 A-1	19	88	-	N/A
Interest 2016 A-2	9	47	-	N/A
Total revenues	<u>1,743,248</u>	<u>3,710,406</u>	<u>2,198,464</u>	169%
EXPENDITURES				
Principal 2016A-1	-	290,000	290,000	100%
Principal 2016A-2	-	130,000	130,000	100%
Principal prepayment 2016A-1	-	170,000	-	N/A
Principal prepayment 2016A-2	-	140,000	-	N/A
Interest 2016A-1	-	603,406	1,199,563	50%
Interest 2016A-2	-	269,653	536,056	50%
Total debt service	<u>-</u>	<u>1,603,059</u>	<u>2,155,619</u>	74%
Other fees & charges				
Tax collector	313	23,939	35,213	68%
Total other fees and charges	<u>313</u>	<u>23,939</u>	<u>35,213</u>	68%
Total expenditures	<u>313</u>	<u>1,626,998</u>	<u>2,190,832</u>	74%
Excess/(deficiency) of revenues over/(under) expenditures	1,742,935	2,083,408	7,632	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(668)	-	N/A
Total other financing sources	<u>-</u>	<u>(668)</u>	<u>-</u>	N/A
Net change in fund balances	1,742,935	2,082,740	7,632	
Fund balances - beginning	3,908,778	3,568,973	3,327,318	
Fund balances - ending	<u>\$ 5,651,713</u>	<u>\$ 5,651,713</u>	<u>\$ 3,334,950</u>	

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018 BONDS
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 1,908	\$ 136,442	\$ 203,500	67%
Interest	2	11	-	N/A
Total revenues	<u>1,910</u>	<u>136,453</u>	<u>203,500</u>	67%
EXPENDITURES				
Principal	-	-	55,000	0%
Interest	-	72,550	147,038	49%
Total debt service	<u>-</u>	<u>72,550</u>	<u>202,038</u>	36%
Other fees & charges				
Tax collector	38	2,729	4,240	64%
Total other fees and charges	<u>38</u>	<u>2,729</u>	<u>4,240</u>	64%
Total expenditures	<u>38</u>	<u>75,279</u>	<u>206,278</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	1,872	61,174	(2,778)	
Fund balances - beginning	286,635	227,333	207,069	
Fund balances - ending	<u>\$ 288,507</u>	<u>\$ 288,507</u>	<u>\$ 204,291</u>	

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2016 BANS & 2016 BONDS
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
EXPENDITURES	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	668
Total other financing sources/(uses)	-	668
Net change in fund balances	-	668
Fund balances - beginning	(956,994)	(957,662)
Fund balances - ending	\$ (956,994)	\$ (956,994)

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018 BONDS
FOR THE PERIOD ENDED MARCH 31, 2021**

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

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

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

A Landowners' Meeting of the Twin Creeks North Community Development District was held on November 10, 2020 at 11:45 a.m. in the Construction Trailer located at 135 Beachwalk Boulevard, St. Johns, Florida 32259.

Present at the meeting were:

Howard McGaffney	District Manager
Michael Szymonowicz (via Zoom)	Wrathell Hunt and Associates LLC
Sue Delegal	District Counsel
Neal Brockmeier (via Zoom)	District Engineer
John Kinsey	Landowner Representative/Proxy Holder
Zenzi Rogers	Landowner Representative/Proxy Holder
Bryan Kinsey	Landowner Representative
Jared Bouskila (via Zoom)	Landowner Representative

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. McGaffney called the meeting to order at 12:11 p.m., and stated that the Landowners represented at the meeting were Twin Creeks Development Associates, LLC, Twin Creeks Ventures LLC, Beachwalk Retail Developers, LLC, 789 Development LLC, and Lennar Homes, LLC. The two candidates receiving the most votes would serve four-year terms and the next candidate would serve a two-year term.

SECOND ORDER OF BUSINESS

Proof of Publication

The proof of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Those in attendance agreed to Mr. McGaffney serving as Chair to conduct the Landowners' Meeting.

38 **FOURTH ORDER OF BUSINESS** **Election of Supervisors [SEATS 1, 2 and 5]**
 39

40 **A. Nominations**

41 Ms. Rogers nominated Mr. John Kinsey for Seat 1. No other nominations were made.

42 Mr. John Kinsey nominated Mr. Steven Jordan for Seat 2. No other nominations were
 43 made.

44 Mr. John Kinsey nominated Mr. Jared Bouskila for Seat 5. No other nominations were
 45 made.

46 **B. Casting of Ballots**

47 **I. Determine Number of Voting Units Represented**

48 A total of 900 voting units were represented.

49 **II. Determine Number of Voting Units Assigned by Proxy**

50 A total of 900 voting units were assigned by proxy to the Proxy Holders, as follows:

51	Zenzi Rogers	Lennar Homes, LLC TCN Parcel 1	206 voting units
52	Zenzi Rogers	Lennar Homes, LLC TCN Parcel 2/3	126 voting units
53	Zenzi Rogers	Lennar Homes, LLC TCN Parcel 10/11	31 voting units
54	Zenzi Rogers	Lennar Homes, LLC TCN Parcel 13	41 voting units
55	John Kinsey	Twin Creeks Development Associates LLC	324 voting units
56	John Kinsey	Beachwalk Retail Developers LLC	59 voting units
57	John Kinsey	Twin Creeks Ventures LLC	59 voting units
58	John Kinsey	789 Development LLC	54 voting units

59 Mr. John Kinsey, as Proxy Holder, cast all available votes, as follows:

60	Seat 1	Mr. John Kinsey	496 votes
61	Seat 2	Mr. Steven Jordan	495 votes
62	Seat 5	Mr. Jared Bouskila	496 votes

63 Ms. Rogers, as Proxy Holder, cast all available votes, as follows:

64	Seat 1	Mr. John Kinsey	404 votes
65	Seat 2	Mr. Steven Jordan	400 votes
66	Seat 5	Mr. Jared Bouskila	404 votes

67 **C. Ballot Tabulation and Results**

68 Mr. McGaffney reported the following ballot tabulation, results and term lengths:
69 Seat 1 Mr. John Kinsey 900 votes Four-year Term
70 Seat 2 Mr. Steven Jordan 895 votes Two-year Term
71 Seat 5 Mr. Jared Bouskila 900 votes Four-year Term

72

73 **FIFTH ORDER OF BUSINESS** **Landowners' Questions/ Comments**

74

75 There being no Landowners' questions or comments, the next item followed.

76

77 **SIXTH ORDER OF BUSINESS** **Adjournment**

78

79 There being nothing further to discuss, the meeting adjourned at 12:21 p.m.

80

81

82

83

84 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

85
86
87
88
89
90

Secretary/Assistant Secretary

Chair/Vice Chair

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

8B11

DRAFT

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

The Board of Supervisors of the Twin Creeks North Community Development District held a Regular Meeting on November 10, 2020, *immediately following the Landowners' Meeting scheduled to commence at 11:45 a.m.*, in the Construction Trailer, 135 Beachwalk Boulevard, St. Johns, Florida 32259.

Present at the meeting were:

John Kinsey	Chair
Jared Bouskila (via Zoom)	Assistant Secretary
Bryan Kinsey	Assistant Secretary
Zenzi Rogers	Assistant Secretary

Also present were:

Howard McGaffney	District Manager
Michael Szymonowicz (via Zoom)	Wrathell Hunt and Associates LLC
Sue Delegal	District Counsel
Neal Brockmeier (via Zoom)	District Engineer
Sherry McNees	Evergreen POA Manager
Steven Jordan	Supervisor-Elect

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. McGaffney called the meeting to order at 12:26 p.m. Supervisors Bryan Kinsey, John Kinsey and Rogers were present in person. Supervisor Bouskila was attending via Zoom.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

**Consideration of Patrick Coomer's
Declination of Appointment to SEAT 2**

39 Mr. McGaffney stated that Mr. Patrick Coomer declined his appointment to Seat 2,
40 which was up for election so Seat 2 was addressed at the Landowners’ Election.

41

42 **FOURTH ORDER OF BUSINESS**

**Administration of Oath of Office to Newly
Appointed Supervisor (the following will
be provided in a separate package)**

43

44

45

46 Mr. McGaffney asked Mr. Bouskila if a Florida Notary was present at his physical
47 location to notarize his Oath of Office. Mr. Bouskila replied affirmatively. Mr. McGaffney, a
48 Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr.
49 Bouskila, Mr. John Kinsey and Mr. Jordan. Mr. McGaffney provided and briefly explained the
50 following items:

51 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

52 **B. Membership, Obligations and Responsibilities**

53 **C. Financial Disclosure Forms**

54 **I. Form 1: Statement of Financial Interests**

55 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

56 **III. Form 1F: Final Statement of Financial Interests**

57 **D. Form 8B – Memorandum of Voting Conflict**

58 Ms. Delegal stated texts are included in the public records laws so texts that pertain to
59 District business must be maintained for public records requests. Discussion ensued regarding
60 Form 1 Statement of Financial Interests, conflicts of interest and the Commission on Ethics.

61

62 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-01,
Canvassing and Certifying the Results of
the Landowners’ Election of Supervisors
for the Twin Creeks North Community
Development District Held Pursuant to
Section 190.006(2), Florida Statutes**

63

64

65

66

67

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69 Mr. McGaffney recapped the results of the Landowners’ Election, as follows:

70 Seat 1 Mr. John Kinsey 900 votes Four-year Term

71 Seat 2 Mr. Steven Jordan 895 votes Two-year Term

72 Seat 5 Mr. Jared Bouskila 900 votes Four-year Term

73 Ms. Delegal stated for the record that a Notary was present at Mr. Bouskila’s location
74 and Mr. Bouskila must fill out the forms, have them notarized and transmit them to
75 Management’s office.

76 Mr. McGaffney presented Resolution 2021-01.

77

**On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor,
Resolution 2021-01, Canvassing and Certifying the Results of the Landowners’
Election of Supervisors for the Twin Creeks North Community Development
District Held Pursuant to Section 190.006(2), Florida Statutes, was adopted.**

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84 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-02,
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**

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92 Mr. McGaffney presented Resolution 2021-02. Mr. Bryan Kinsey nominated Mr. John
93 Kinsey for Chair. Mr. John Kinsey nominated Ms. Rogers for Vice Chair. The slate of officers was
94 nominated as follows:

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|-----|---------------------|------------------|
| 95 | Chair | John Kinsey |
| 96 | Vice Chair | Zenzi Rogers |
| 97 | Secretary | Craig Wrathell |
| 98 | Assistant Secretary | Bryan Kinsey |
| 99 | Assistant Secretary | Jared Bouskila |
| 100 | Assistant Secretary | Steven Jordan |
| 101 | Assistant Secretary | Howard McGaffney |
| 102 | Treasurer | Craig Wrathell |
| 103 | Assistant Treasurer | Jeff Pinder |

104 No other nominations were made.

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On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor, Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Twin Creeks North Community Development District, as nominated, and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-03, Ratifying and Approving Actions Taken by the Board of Supervisors at Meetings Held Via Media Communications Technology Pursuant to Executive Order No. 20-69, as Amended and Extended, as a Result of the COVID-19 Pandemic

Ms. Delegal explained Resolution 2021-03 and stated it was a “housekeeping” matter.

Mr. McGaffney presented Resolution 2021-03 and read the title.

On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor, Resolution 2021-03, Ratifying and Approving Actions Taken by the Board of Supervisors at Meetings Held Via Media Communications Technology Pursuant to Executive Order No. 20-69, as Amended and Extended, as a Result of the COVID-19 Pandemic, was adopted.

EIGHTH ORDER OF BUSINESS

Authorization of RFP for Landscape Maintenance Services

Mr. McGaffney stated Staff continues to work on finalizing the Request for Proposals (RFP) for Landscape Maintenance Services. Mr. John Kinsey motioned to have Mr. Bryan Kinsey work with the HOA and other entities to create and distribute a joint RFP for Landscape Maintenance Services. Ms. McNeas expressed her willingness to coordinate with Mr. Bryan Kinsey on the joint RFP.

On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor, authorizing District Staff and Mr. Bryan Kinsey to coordinate with the HOA and other entities to develop and advertise a joint RFP for Landscape Maintenance Services, was approved.

147 **NINTH ORDER OF BUSINESS** **Consideration of Supplemental Engineer’s**
148 **Report No. 4**

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150 This item was presented during the Item 12B.

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152 **TENTH ORDER OF BUSINESS** **Consideration of Sixth Supplemental**
153 **Special Assessment Methodology Report**

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155 This item was presented following Item 12B.

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157 **ELEVENTH ORDER OF BUSINESS** **Consent Agenda Items**

- 158
- 159 **A. Acceptance of Unaudited Financial Statements as of September 30, 2020**
- 160 **B. Approval of September 1, 2020 Virtual Public Hearing and Meeting Minutes**

161 Mr. McGaffney presented the Consent Agenda Items.

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

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167 **TWELFTH ORDER OF BUSINESS** **Staff Reports**

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

170 Ms. Delegal noted that Mr. Patrick Coomer declined to join the Board and never took
171 the Oath of Office; therefore, because he never became a Board Member, Seat 2 remained
172 vacant until the Landowners’ Election today.

173 As the agenda was revised, Mr. McGaffney requested approval to add to the agenda
174 consideration of the Supplemental Engineer’s Report No. 4 and the Sixth Supplemental Special
175 Assessment Methodology Report, respectively the Ninth and Tenth Orders of Business on the
176 revised agenda, and present them during Staff Reports.

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178 **On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor,**
179 **adding the Supplemental Engineer’s Report No. 4 and the Sixth Supplemental**
180 **Special Assessment Methodology Report to the agenda and presenting them**
181 **during Staff Reports, was approved.**

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

184 **▪ Consideration of Supplemental Engineer's Report No. 4**

185 **This item, previously the Ninth Order of Business, was presented out of order.**

186 Mr. Brockmeier presented the Supplemental Engineer's Report No. 4 and highlighted
187 the following:

188 ➤ The Report discusses the Master Developer's intention to sell lands located with the
189 District's boundaries, the anticipated land use change and the modification of the Parcel 5 and
190 Parcel 6 Development Program.

191 ➤ The Developer intends to sell lands located within Parcel 5, which is approximately
192 11.99 acres.

193 ➤ The new Developer anticipates developing new lands, with 298 multi-residential
194 apartment units, and the planned use change for that parcel will require additional on-site
195 improvements before the land use conversion.

196 ➤ All costs for the new improvements would be funded by the new property owner.

197 ➤ The Master infrastructure improvements in place are to accommodate the land use
198 conversion and the reduction of the commercial square footage, which would remain
199 unchanged.

200 ➤ The amount of benefit to the parcels within the District, from the Master infrastructure
201 improvements, would not specifically change because of the conversion of the Parcel 5 land use
202 or the subsequent Development Program change.

203 **▪ Consideration of Sixth Supplemental Special Assessment Methodology Report**

204 **This item, previously the Tenth Order of Business, was presented out of order**

205 Mr. Szymonowicz gave an overview of the Sixth Supplemental Special Assessment
206 Methodology Report and discussed the Parcel 5 and Parcel 6 Sale and Development Plan
207 Change. Management recommended that the Methodology remain unchanged and
208 acknowledged that the assessments that were previously to be borne by owners in Parcels 5
209 and 6 are borne by the same landowners under the new Development Plan. In totality, there
210 was no change to the sum of assessments that would be borne by Parcels 5 and 6, as well as to
211 the rest of the District.

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On MOTION by Mr. Bryan Kinsey and seconded by Mr. John Kinsey, with all in favor, Supplemental Engineers Report No. 4, dated November 10, 2020, and the Sixth Supplemental Special Assessment Methodology Report, dated November 10, 2020, were accepted and approved.

C. Operations Manager: *Evergreen Lifestyles Management*

Ms. McNees reported that she was currently finalizing the RFP for Landscaping Services.

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

Discussion ensued regarding changing the meeting location from the Beachwalk construction trailer to an office in Watson Realty.

- **NEXT MEETING DATE: January 19, 2021 at 11:45 a.m.**
 - **QUORUM CHECK**

The next meeting would be held on January 19, 2021 at 11:45 a.m., at the trailer location.

THIRTEENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There being no Board Members' comments or requests, the next item followed.

FOURTEENTH ORDER OF BUSINESS **Public Comments**

There being no public comments, the next item followed.

FIFTEENTH ORDER OF BUSINESS **Adjournment**

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. John Kinsey and seconded by Ms. Rogers, with all in favor, the meeting adjourned at 1:00 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

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April 20, 2021

Twin Creeks North CDD
Attn: Daphne Gillyard, Dir. Of Admin Services
c/o Wrathell, Hunt and Assoc., Inc.
2300 Glades Rd., Suite 410W
Boca Raton, FL 33431

Dear Ms. Gillyard:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

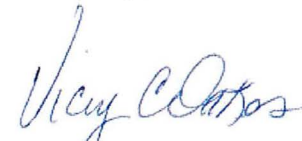
Twin Creeks North CDD

623 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2021.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/ew

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

9D11

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

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 23, 2020	Special Meeting	11:00 AM
Join Zoom Meeting: https://zoom.us/j/2043596216 Meeting ID: 204 359 6216 Dial by Location: 1-929-205-6099 Meeting ID: 204 359 6216		
October 30, 2020 CANCELED	Continued Special Meeting	11:00 AM
Join Zoom Meeting: https://zoom.us/j/2043596216 Meeting ID: 204 359 6216 Dial by Location: 1-929-205-6099 Meeting ID: 204 359 6216		
November 10, 2020	Landowners' Meeting	11:45 A.M.
November 10, 2020	Regular Meeting	<i>immediately following Landowners' Meeting</i>
January 19, 2021 CANCELED	Regular Meeting	11:45 A.M.
March 16, 2021* CANCELED	Regular Meeting	11:45 A.M.
April 13, 2021 CANCELED	Regular Meeting	12:00 P.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.