

TWIN CREEKS NORTH

**COMMUNITY DEVELOPMENT
DISTRICT**

October 29, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Twin Creeks North Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

October 22, 2024

Board of Supervisors
Twin Creeks North Community Development District

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

Dear Board Members:

The Board of Supervisors of the Twin Creeks North Community Development District will hold a Regular Meeting on October 29, 2024 at 1:45 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Update: Manager's Report
4. Authorization of RFP for Landscape and Irrigation Maintenance Services
5. Discussion/Consideration: Traffic Signal Easement
6. Discussion: Traffic Enforcement Along Albany Bay Blvd.
7. Consideration of Tree Amigos Outdoor Services Quotations
 - A. #211431 [Beachwalk Palm Replacement \$35,000.00]
 - B. #211467 [Beachwalk Parkway Tree Plantings \$7,265.00]
8. Consider Removal of Wayfinding Signage Throughout CDD
9. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank (*to potentially be provided under separate cover*)
 - A. Consideration of Resolution 2025-01, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023
10. Discussion/Consideration/Ratification: JoyLights LLC Services Agreement (Holiday Lighting)
11. Consent Agenda Items
 - A. Acceptance of Unaudited Financial Statements as of September 30, 2024

- B. Approval of Minutes
 - I. August 27, 2024 Public Hearings and Regular Meeting
 - II. September 24, 2024 Continued Public Hearings and Regular Meeting

12. Staff Reports

- A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*
- B. District Engineer: *Prosser, Inc.*
- C. Field Operations Liaison: *Beachwalk Club*
 - Monthly Report
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 1,595 Registered Voters in District as of April 15, 2024
 - NEXT MEETING DATE: November 26, 2024 at 1:45 PM

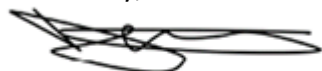
○ QUORUM CHECK

SEAT 1	GEOFF GUNDLACH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHRIS MCKINNEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	NEAL SHACT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	BRYAN KINSEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MARK KUPER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. Adjournment

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

Sincerely,



Daniel Rom
 District Manager

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

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

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Twin Creeks North Management Report- Status Updates

10-29-2024

Sod and Mulch Project: In progress

- Turf to be installed in approved areas starting October 28
- Mulch on schedule in early December
- Agreement fully executed

Holiday Lights: In progress

- New vendor (Blinge no longer active) Joy Lights
- Install commencing November 6-7
- Agreement in progress

Tree Walkthrough: In progress

- Dead Palm Trees - Beachwalk (across from Lagoon)
- Tahiti Cove - Additional trees
- Pathway and several areas notated throughout
- FYI - interlocal agreement on plantings in certain areas of CDD. Like for like or approval needed if a change is happening. Additionally, Supervisor McKinney and Tree Amigos putting a plan together to work on landscaping throughout using the original plan approved by St Johns County, with possible changes.

Storm Water Pond Work: In progress

- All ponds approved for work within the Stormwater management report have been completed
- 14a and 14b have not been certified due to storm damage. (Discussion with DE)
- Lake Pros started their treatment on October 1. It will look worse before it clears up

Albany Bay Boulevard: Investigation phase

- DE to research traffic calming options with County
- Possibly a traffic enforcement agreement

Fountain Repair #1 (Electrical Leading to Fountain): Completed

- Fountain 1 repairs to be evaluated (currently attempting to get in contact with the original designer)

Fountains: Investigation phase

- Attempting to get in contact with the original designer of fountains on scope, repairs, etc.
- Current CDD DE does not opine on fountains

Annual Rotation:

- Landscaper uses 3rd party vendor
- They are targeted to pull before it starts to deteriorate - approximately 10 days. Season changes alter the annual look
- Possibly donation but it would have to be picked up the day of the pull - need numbers
- Cannot replant in CDD. If we miss a rotation - chances are high, they will die and out-of-rotation repairs cost significantly more

Pressure Washing CDD: In progress

- Start date November 1-14

Beachwalk Channel Lettering: In progress

- Two more letters flickering
- Nite Lites completing work like the Other two letters in August.
- Field Ops walked with Nitelites. 1,2 and 4 are under warranty at no charge, with work commencing this week
- Fountain 3 is receiving a proposal with warranty work to fix the flickering.

ADA pads and crosswalk painting and repair

-
- FDOT COMPLIANCE is being looked into
- ADA concrete repairs, and underlayment quoting
- Request made to have an aerial view of what is being quoted

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

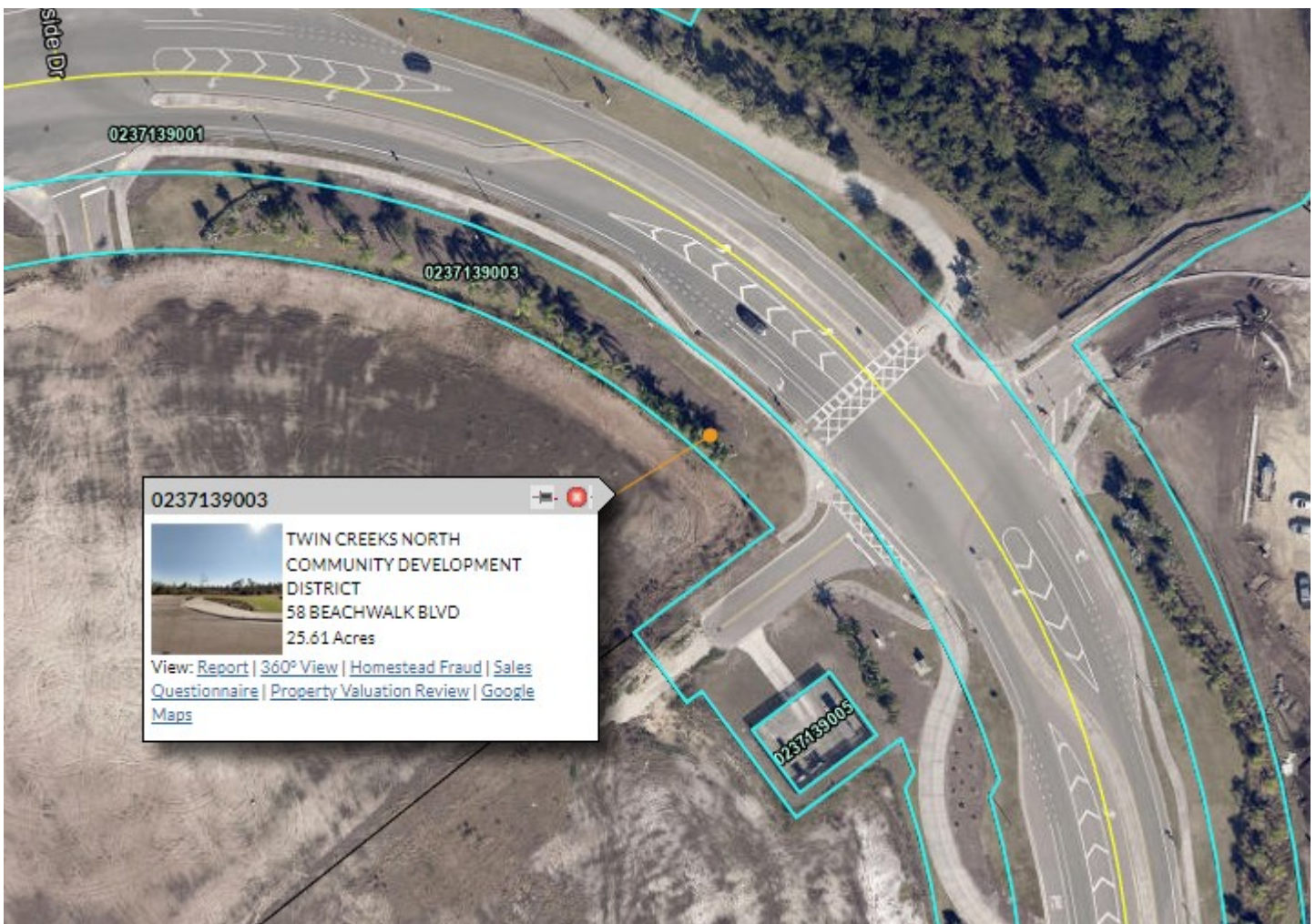
5

Daniel Rom

From: Bryan Kinsey <Bryan@TCDevelopment.net>
Sent: Tuesday, October 22, 2024 4:45 PM
To: Daniel Rom; sdelegal@bclmr.com
Cc: Brett Kinsey; John Kinsey
Subject: TCN CDD - Traffic Light Easement
Attachments: Beachwalk Parcel 9 Signal Improvement_Signal Easement.pdf; Easement Agreement - TCDA and CDD - Traffic Light - BWB East and CR 210(61872734.2).docx

Daniel & Sue,

Attached is the traffic light easement for the Twin Creeks North CDD to be added to the agenda. We're working on a legal description but a depiction is attached, it infringes into the CDD tract on the southwest side of Beachwalk Blvd.



Thank you,

Bryan Kinsey
Twin Creeks Development Associates

Prepared by and Return to:
Brett Kinsey, Esq.
GrayRobinson, P.A.
101 E. Kennedy Blvd., Suite 4000
Tampa, Florida 33602

St. Johns County, Florida
Property Appraisers Parcel ID Number:
_____ (portion)

TRAFFIC SIGNAL EASEMENT

THIS TRAFFIC SIGNAL EASEMENT (the “**Easement**”), made this ____ day of _____, 2024, by **TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glades Rd Suite 410W, Boca Raton, FL 33431 (“**Grantor**”) to **TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC**, a Florida limited liability company, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (“**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of fee simple title in and to the property identified as Tract 3 and Tract 4, as shown on the plat of on the plat of Beachwalk Boulevard at Twin Creeks North Phase 2, recorded in Map Book 87, Page 3 of the Public Records of St. Johns County, Florida (the “**Grantor Property**”); situate, lying, and being in St. Johns County, Florida; and

WHEREAS, in connection with the Grantee’s construction, installation, operation, maintenance, repair, replacement, and improvement of Traffic Signal Improvements (as defined herein) associated with the adjacent public rights of way (i.e. Beachwalk Boulevard and County Road 210), Grantee has requested of Grantor, and Grantor has agreed to grant to Grantee a permanent, perpetual, non-exclusive easement for Traffic Signal Improvements over, under, upon and through a portion of the Grantor Property, as described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Easement Property**”); and

NOW THEREFORE, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and its successors and assigns, a permanent Easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and improving traffic signal poles, including underground foundation, attached pedestrian push buttons, adjacent pedestrian concrete pad and/or sidewalk, together with appurtenant conduits, control cabinets, below ground and aerial wiring and cable for the purpose of operating, supporting, and suspending traffic control and pedestrian signal devices and such other appropriate traffic and pedestrian signal information, signage, signals, and devices (the “**Traffic Signal**

Improvements”) over, under, upon, and through the Easement Property and the adjacent public rights of way, including the right to enter, at any time that it deems necessary upon the Easement Property situate, lying, and being in St. Johns County, Florida.

Grantee shall have the right to excavate, inspect, alter, improve, repair, maintain, remove, and improve said Traffic Signal Improvements including the rights and privileges reasonably necessary or convenient for the enjoyment or use thereof for the purpose of construction, installation, operation maintenance and repair of Grantee’s Traffic Signal Improvements and the further right clear, and keep clear and trim, cut, or remove all trees, bushes, undergrowth, and other obstructions that may interfere with the location, construction, installation, operation, repair, improvement, or maintenance of the Traffic Signal Improvements within, around or overhanging the Easement Property. Grantor, their successors and assigns, agree not to build, construct, or create, or permit others to build, construct, or create, any buildings or other structures on the Easement Property that may interfere with the location, construction, installation, operation, repair, improvement, or maintenance of the Traffic Signal Improvements installed thereon.

Grantee shall have the right to perform necessary work upon and below the surface of the Easement Property, as and when required to repair, replace, improve, remove, and relocate such Traffic Signal Improvements (except that such excavation and work shall be performed so as not to unreasonably interfere with the use and enjoyment of the Grantor Property by Grantor, its successors, assigns, tenants, subtenants, and invitees). When said Traffic Signal Improvements are installed, the Easement herein shall be limited to the Easement Property. Notwithstanding any other provision to the contrary, the Grantee shall have the right as part of the Easement to use at any time as much of the surface of the land of Grantor Property adjacent to such Easement Property as may be reasonably necessary for the Grantee to constructing, installing, operating, maintaining, repairing, replacing, and improving the Traffic Signal Improvements. This grant shall carry with it the right of ingress and egress to and from the Easement Property, across the surface of the land of the Grantor Property adjacent to the Easement Property at all reasonable times for the purpose of constructing, installing, operating, maintaining, repairing, replacing, and improving the Traffic Signal Improvements, and the removal or replacement of the Traffic Signal Improvements either in whole or in part. Grantee may at any time change the location of the Traffic Signal Improvements within the boundaries of the Easement Property, or modify the size of the Traffic Signal Improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor, provided Grantee does not expand the installation of the Traffic Signal Improvements beyond the boundaries of the Easement Property.

Grantee agrees to promptly repair, at its sole expense, any and all damage or alteration caused by Grantee or its agents, arising from or resulting from the construction or use of the Traffic Signal Improvements that impacts any approved improvements on the Grantor Property and abutting the Easement Property.

It is the intention of the parties that Grantee shall assign its rights, duties, and obligations hereunder to St. Johns County, Florida, a political subdivision of the State of Florida (the “**County**”). Grantee may make such assignment at any time without the consent of Grantor, and Grantee shall make such assignment upon request of the County. Until Grantee makes such assignment, Grantee shall exercise the rights granted hereunder in a manner consistent with applicable governmental regulations and any permits, instructions, or other approvals or

requirements of the County. In the event that the County or any other governmental authority having jurisdiction over the Easement Property requires a modification of this Easement or the granting of additional easements in connection with the Traffic Signal Improvements, Grantor and Grantee shall reasonably cooperate with such authority to modify this Easement.

This Easement is subject to any existing recorded easements or restrictions pertaining to the Grantor Property located within the Easement Property. Grantor shall not grant other easements within the Easement Property, without prior written approval of the Grantee; however, Grantee shall not unreasonably withhold approval of perimeter easements for electrical power or other utilities serving the Grantor Property provided such other easements and uses do not interfere with Grantee's use of the Easement Property as granted hereby.

This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except as set forth herein or by a further agreement in writing duly executed by the Parties and recorded in the Public Records of St. Johns County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof unless such waiver is in writing and signed by the party waiving such right, and every such right may be exercised at any time during the continuance of such default. A written waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have at law or in equity by reason of any breach of the provisions of this Agreement.

If a condition of this Easement is violated, abandoned, waived, or otherwise found to be invalid, the remaining terms and conditions of this Easement shall remain in full force and effect to the extent possible.

This Easement shall encumber the Grantor Property and be a covenant running with the land, and shall be binding on all of Grantor's heirs, successors, agents, assignees, lessees, and other occupiers of Grantor Property, until the time that the Easement is released.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date set forth above.

GRANTOR:

Signed, sealed, and delivered in the presence of:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

Print Name: _____
Address: 2300 Glades Rd Suite 410W,
Boca Raton, FL 33431

By: _____
Print Name: _____
Title: _____

Print Name: _____
Address: 2300 Glades Rd Suite 410W,
Boca Raton, FL 33431

Attest:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Address: 2300 Glades Rd Suite 410W,
Boca Raton, FL 33431

By: _____
Print Name: _____
Title: _____

Print Name: _____
Address: 2300 Glades Rd Suite 410W,
Boca Raton, FL 33431

The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2024, by _____, the _____ of Twin Creeks North Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is personally known to me or has produced a _____ as identification.

(NOTARY SEAL) _____
Printed/typed name: _____
Notary Public-State of: _____
My commission expires: _____
Commission number: _____

The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2024, by _____, the _____ of Twin Creeks North Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is personally known to me or has produced a _____ as identification.

(NOTARY SEAL) _____
Printed/typed name: _____
Notary Public-State of: _____
My commission expires: _____
Commission number: _____

Signed, sealed and delivered in the presence of:

GRANTEE:

Print Name: _____
Address: One Town Center Road, Suite 600
Boca Raton, Florida 33486

TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company

Print Name: _____
Address: One Town Center Road, Suite 600
Boca Raton, Florida 33486

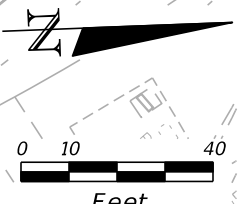
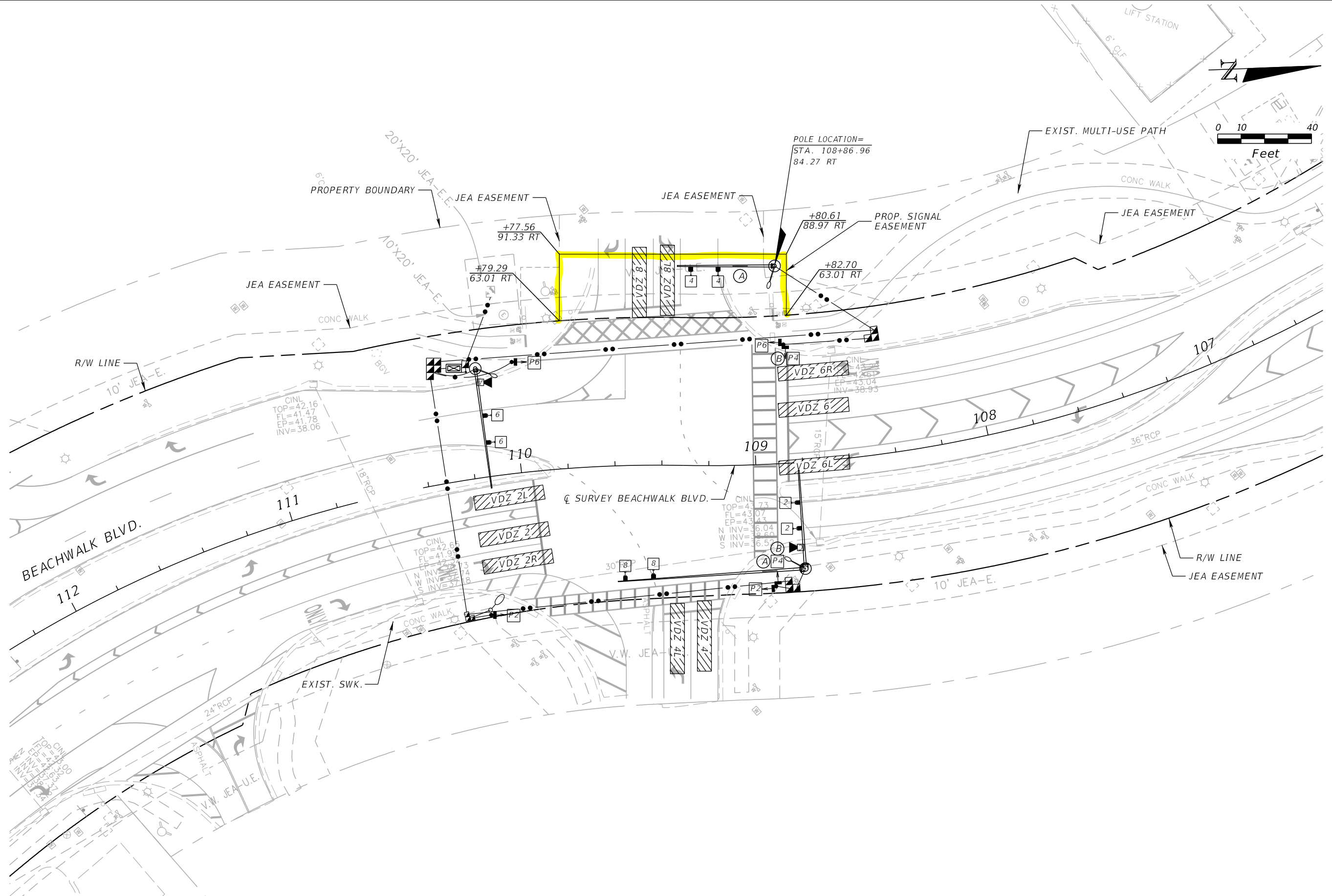
By: _____
John T. Kinsey, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2024, by John T. Kinsey as Manager of Twin Creeks Development Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

Notary Public State of Florida

EXHIBIT "A"
EASEMENT PROPERTY



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

PROSSER PRIME AE

13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224-0229

EMAN GOMAA, PE NO. 74537
Florida Certificate of Authorization Number: 00004050

Luciano.Lalika 10/22/2024 10:51:28 AM

BEACHWALK BOULEVARD
SIGNAL IMPROVEMENTS
ST. JOHNS COUNTY, FLORIDA

SIGNALIZATION PLAN

SHEET NO.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

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Traffic Enforcement Along Albany Bay Blvd.

- On duty officers can have this area as part of their schedule. However, due to the growth of this general area for Police enforcement, Police presence cannot be guaranteed
- Off-duty officers:
 - Guaranteed coverage based upon the agreed weekly hours for coverage
 - \$55 per hour; 3 hr minimum
 - 3% per invoice service fee for use of 3rd party platform. Optional for 2023, but mandatory beginning 2024
 - Weekly submission of invoices accompanied with a Report providing hours worked and dates/times of actions taken (i.e. warnings, tickets, etc.)

RollKall Client Portal

Benefits At-a-Glance

- ✓ **No more W-9s** for each officer who works
- ✓ **No more end of the year 1099's** - RollKall managed platform gathers and provides to the officer at year-end
- ✓ **View which officers are working jobs**
- ✓ **See what jobs are staffed and not staffed**
- ✓ **See when Officer is onsite, clocked in/out of the job**
- ✓ **Request a new job** from Client Portal
- ✓ **Automated payment processing** – NO MORE CHECK WRITING – Pay for all services at once with secure payment processing
 - **Electronic Checks** – 1 setup of ACH and that's it, every payment is a click of a button
 - **Pay by Credit Card** – 1-time setup and every payment is a click of a button
 - **Payments can be combined** and paid all at once
- ✓ **Access to complimentary \$1M General Liability insurance policy per incident** - This will cover you without risking your insurance and having claims or a premium increase. It will also cover the Officer.
- ✓ **Visibility to a detailed invoice** with all rates and fees
- ✓ **Access to comprehensive reporting**
- ✓ **Quick Pay** through email
- ✓ **5% fee for receiving all the benefits above** (+2.99% for credit card processing)
- ✓ **4% fee for Workers' Compensation coverage** (Optional)

At any time if you need assistance with a Client, RollKall can help with the discussion and onboarding. Let us know how we can help.

Please feel free to contact RollKall at:
Email: support@rollkall.com | Phone [855-765-5525](tel:855-765-5525)

<https://support.rollkall.com>
<https://www.youtube.com/watch?v=xQAjyzhcFg8>



**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

7A



Quotation

Quote #: 211431

Date: 09/09/2024

Billed To: Twin Creeks North CDD
2300 Glades Rd.
suite 410W
Boca Raton FL 33431

Project: 32216
Twin Creeks North CDD Enhancements
2300 Glades Rd.
suite 410W
Boca Raton FL 33431

This quote is valid until: 10/09/2024

Description	Common Name	Quantity	Price	Ext Price
Beachwalk Palm Replacement				
Replace 9 Sabal Palms and 7 Medjool Date Palms throughout the CDD Property.				
(9) 12 ft Sabal Palms				
(7) Medjool Date Palms				
Palm Removal				
Equipment				
Total		1.00	35,000.00	35,000.00
Notes				
			Total:	\$35,000.00

Approved: _____

Date: _____

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: cryan@treeamigosoutdoor.com
website: www.TreeAmigosOutdoor.com

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

7B



Quotation

Quote #: 211467

Date: 09/17/2024

Billed To: Twin Creeks North CDD
2300 Glades Rd.
suite 410W
Boca Raton FL 33431

Project: 32216
Twin Creeks North CDD Enhancements
2300 Glades Rd.
suite 410W
Boca Raton FL 33431

This quote is valid until: 10/17/2024

Description	Common Name	Quantity	Price	Ext Price
Beachwalk Parkway Tree Plantings				
(3) 12ft I Live Oak Equipment				
Total		1.00	7,265.00	7,265.00

Notes

Total: \$7,265.00

Approved: _____

Date: _____

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: cryan@treeamigosoutdoor.com
website: www.TreeAmigosOutdoor.com

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

9A

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WHEREAS, the District’s Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Annual Financial Report for Fiscal Year 2023;

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

1. The Audited Annual Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

10

**SERVICES AGREEMENT
(Holiday Lighting)**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024 (“Effective Date”), by and between:

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT, , a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated St. Johns County, Florida, and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"),

and

JOYLIGHTS LLC, a limited liability company, whose principal business and mailing address is 830 A1A North, Suite 278, Ponte Vedra Beach, Florida 32082 (the “Contractor”).

Recitals

WHEREAS, the District is responsible for certain landscaping improvements and recreational facilities located on District properties; and

WHEREAS, the District desires to utilize Contractor under a contractual arrangement to improve the landscaping and streetscaping during the holiday season with holiday lighting and displays in accordance with the scope of work described in the Contractor’s quotes numbered 729, and 655, both dated October 11, 2024, attached hereto and incorporated herein as Composite Exhibit A (“Scope of Work” or “Proposal”); and

WHEREAS, the Board of Supervisors of the District has budgeted for this Project and, authorized the proper District officials to enter into this Agreement with Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as a contractor under this Agreement, represents that it has the requisite expertise and experience to provide the services set forth in the Scope of Work, and has agreed to provide such services to the District upon the terms and conditions set forth herein.

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:

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

Section 2. Duties. The duties, obligations and responsibilities of Contractor are more particularly described herein and in the Scope of Work, attached hereto and incorporated herein as

Composite Exhibit A. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Included as part of the services to be provided by Contractor, but not limited to, are the following:

- A. Provide all labor and materials necessary to complete the Scope of Work except as specifically stated in the Scope of Work.
- B. Provide District with the materials set forth in the Scope of Work.
- C. Clean, store, and secure materials when not in use.
- D. All lights and materials shall be installed and operational by _____, 2024. A representative of Contractor shall meet with the District Manager or is designee on or before this deadline for an inspection of the lights and materials provided by Contractor, and Contractor shall complete any repairs, adjustments, and alterations within the Scope of Work requested by District Manager within seven (7) days of the Inspection (“Light Installation”).
- E. All lights and materials shall be lit and operating on _____, 2024, through and including _____, 2025, which dates Contractor shall coordinate with the District Manager of the District (“Operating Period”). Lights shall be turned off by _____, 2025.
- F. Contractor shall complete removal of all lighting and materials by January 31, 2025 (“Removal”). If Contractor is unable to remove or retake possession of the materials, District may assemble and deliver all the materials to Contractor in good working order and good condition, excepting only ordinary wear and tear, at the cost and expense of Contractor, which may be withheld and retained by the District from any final annual payment due Contractor.
- G. Contractor shall conduct inspections of the lights and materials a minimum of three (3) nights each week during the Operating Period to ensure all lights are illuminated and in proper working order (“Weekly Service Days”).
- H. On days other than Weekly Service Days, Contractor shall also complete any and all necessary repairs to lights and materials upon the needed repair being reported to Contractor as follows:

If reported to Contractor <u>before</u> 1:00 p.m.	Contractor will complete any and all necessary repairs to lights and materials on the same day of the needed repair being reported to Contractor
If reported to Contractor <u>after</u> 1:00 p.m.	Contractor will complete any and all necessary repairs to lights and materials within twenty-four (24) hours of the needed repair being reported to Contractor

- I. For any services provided by Contractor, Contractor shall provide a report to the District Manager (via e-mail) detailing services performed.

- J. Provide the services as described in Composite Exhibit A and such other necessary services as are standard in the industry in order to perform under this Agreement.
- K. Contractor will not delegate, subcontract, or assign all or any portion of the Scope of Work to any third party (collectively, “Subcontractors”) without the express prior written consent of District.
- L. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.
- M. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

All personnel provided by Contractor pursuant to this Agreement shall perform the Services hereunder in a professional manner, consistent with all state, local, and federal laws, rules, and ordinances. District may adjust the Scope of Work to be provided under this Agreement. In the event such adjustment in the Scope of Work results in additional labor or materials, Contractor shall first furnish District with a proposal for such additional work, which, if accepted by the District Board of Supervisors, shall become an amendment to this Agreement.

Section 3. Compensation. District agrees to compensate the Contractor in the lump sum amount of **NINE THOUSAND NINE HUNDRED SEVENTY – TWO AND 72/100 (\$9,972.72) DOLLARS** in accordance with the payment schedule below:

<u>Description</u>	<u>Amount*</u>	<u>Payment Due Date</u>
Installation Payment (50%)	\$4,986.36	Due upon execution of Agreement
Final Payment (50%)	\$4,986.36 [^]	Due upon Removal
TOTAL	\$9,972.72*	

* unless program otherwise modified or reduced pursuant to Sections 3, or 14 of the Agreement.

[^] final payment is conditioned on all installations, lighting, equipment, and decorations having been removed by Contractor and the District having been reimbursed for any and all damages to any property or improvements arising

out of or in any way connected to or with the services provided by Contractor pursuant to this Agreement. Should the Contractor fail to reimburse the District for such damages within thirty (30) days of notice thereof to Contractor, the District is hereby authorized to retain the amounts due District for such damages from the Final Payment. Thereafter, District shall pay Contractor any remaining amount of the Final Payment, or, if the damages incurred exceed the amount of the Final Payment, submit a detailed invoice to Contractor which invoice shall be payable within thirty (30) days.

Contractor shall provide the District with an invoice upon completion of the Scope of Work. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one and a half percent (1.5%) per month. District, as a local government entity, is exempt from sales tax on this transaction. This Agreement is subject to the annual appropriation of funds by the District in accordance with the requirements of Chapter 190, Florida Statutes.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform the Scope of Work pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Scope of Work, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related work.

Section 6. Indemnification.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants, and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants, or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1,000,000 per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 7 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. 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.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

Section 7. Insurance.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

(i) Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(iii) Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Twin Creeks North Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. 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.

F. 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.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against 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.

H. 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.

Section 8. 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. 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 Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. 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.

Section 9. District Manager. The foreperson for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Scope of Work under this Agreement.

Section 10. Term. The performance of services under this Agreement shall commence upon the execution of this Agreement. The term of this Agreement shall be to cover the 2024 holiday season until Removal as provided for in this Agreement, unless sooner terminated in accordance with this Agreement.

Section 11. Electric. District shall provide all necessary and suitable electrical connections and outlets required by Contractor for the installation of decorations as provided in the Scope of Work, at District's expense.

Section 12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor. Additional work may be added to the Agreement upon the mutual agreement of the parties which additional work shall be in the form of an Amendment to the Agreement.

Section 13. Assignment. This Agreement, or any portion thereof, shall not be assigned in any way by either party without the express written consent of the other party.

Section 14. Termination. District may terminate this Agreement at any time for cause and without any liability or penalty therefor if Contractor does not perform in accordance with this Agreement, including, but not limited to, failure of the lights to work as provided in this Agreement. District may also terminate this Agreement in the event of a default (including any lighting not in operation) lasting longer than forty-eight (48) hours without being cured by Contractor, in which case the amount due Contractor shall be prorated based on the lighting in this Agreement being fully operational for a minimum of forty-five (45) days. Termination shall be effective upon Notice to Contractor pursuant to Section 15 herein. Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the services under this Agreement as is not terminated; and

- C. Terminate all orders and subcontractors, if applicable, effective on the termination date, to the extent that they relate to the performance of services terminated by the notice of termination; and
- D. Complete performance of such part of the services as shall not have been terminated by the notice of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
- F. Deliver to District releases and satisfactions of liens for all labor, materials and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the services to the District or the District's new provider of such services.

The total sum to be paid to the Contractor upon termination shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of any services not terminated. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

Section 15. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

A. If to the District: Twin Creeks North Community Development District
 c/o Wrathell , Hunt & Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431
 Attn: District Manager

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

B. If to Contractor: JoyLights LLC
 830 A1A North, Suite 278
 Ponte Vedra Beach, Florida 32082
 Attn: Brian Lunsford

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. 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 in this Agreement.

Section 16. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and 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.

Section 17. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 18. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

Section 19. Sovereign Immunity. The parties agree 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.

Section 20. Public Records.

A. 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 contract 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.

B. 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.

C. 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: romd@whassociates.com**

Section 21. Protection of Property and Public.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Services or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. 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 District's, of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Services within twenty-four (24) hours.

Section 22. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 23. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 24. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 25. Conflict. To the extent that there is a conflict with respect to any provisions of this Agreement or Contractor's Proposal, the provision in the main body of the Agreement shall govern over the Contractor's Proposal.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 27. Emergency Response. Contractor shall immediately respond and take necessary reasonable action in the event of an impending hurricane or other weather-related event or a declared state of emergency. Immediate response shall mean that Contractor shall provide sufficient staff, equipment, vehicles, and supplies necessary to provide protection to District property and the public from any damages or injury. It is not the intent of this section to require Contractor to remove all lights in the event of an impending hurricane or weather-related event.

Section 28. 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 District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The 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 District 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 District 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 District 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 District shall 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 District 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.

Section 29. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

Section 30. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business

activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - ii. Have a material business relationship involving the supply of military equipment, or
 - iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - iv. Have been complicit in the genocidal campaign in Darfur.
2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

Section 31. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Section 32. Agreement. This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

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

Secretary/Assistant Secretary

By: _____
Chair, Board of Supervisors

_____ day of _____, 2024

WITNESSES:

JOYLIGHTS LLC, a limited liability company

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

(CORPORATE SEAL)

_____ day of _____, 2024

COMPOSITE EXHIBIT A

SCOPE OF WORK - PROPOSAL



JoyLights

830 A1A North A1A North | Suite 278 | Ponte Vedra Beach, Florida 32082
 904-474-1768 | joylights@webringthejoy.com |
<https://www.webringthejoy.com/>

RECIPIENT:

Twin Creeks North CDD

P.O. Box 810036
 Boca Raton, Florida 33481

Quote #655	
Sent on	Oct 11, 2024
Total	\$5,760.72

Product/Service	Description	Qty.	Unit Price	Total
SEASONAL QUOTE - FINAL PROPOSAL, red and warm white theme	QUOTE ONLY	1	\$0.00	\$0.00*
Scope of work	<p>Lighting the East and West Beachwalk community entrances.</p> <p>Specifics:</p> <p>1) Light the left and right sides of the 4 Beachwalk monuments with warm white C9 lights and 2 large wreaths with red bows on either side of the community name</p> <p>2) Light the three palms in each median with warm white and red lights in block sections (candy cane theme) up the tree trunks</p> <p>Proposal includes installation, takedown and storage</p>	1	\$6,400.80	\$6,400.80
C9 warm white - corded and glued to monument top line	<p>East and west entrances, 4 Beachwalk monuments</p> <p>LED C9 Warm White Transparent - Faceted, clip, 15" cord</p>	420	\$0.00	\$0.00
5mm LED minis - Warm white and red candy cane theme	<p>East and west entrances, 6 palms total in 2 medians, light to 15-16' high</p> <p>LED 50 Light 5MM BALLED - Warm White</p> <p>6" spacing, green cord, 25 ft. strand</p>	36	\$0.00	\$0.00
5mm LED minis - red - Warm white and red candy cane theme	6" spacing, green cord, 25 ft. strand	36	\$0.00	\$0.00
60" Mixed Noble wreath - 4 monuments, 2 each	Mixed Noble Wreath 60" - Hinged - C9 lights custom added to each wreath	8	\$0.00	\$0.00
24" Nylon Red Bow with Gold Trim	24" Nylon Red Bow with Gold Trim	8	\$0.00	\$0.00
Outdoor Photocell Timer	Outdoor Photocell Timer - 15 amp - 2 outlets	6	\$0.00	\$0.00



JoyLights

830 A1A North A1A North | Suite 278 | Ponte Vedra Beach, Florida 32082
 904-474-1768 | joylights@webringthejoy.com |
<https://www.webringthejoy.com/>

Product/Service	Description	Qty.	Unit Price	Total
Single Outlet Extension Green Cord - 50'	Single Outlet Extension Green Cord - 50'	4	\$0.00	\$0.00
Single Outlet Extension Green Cord - 25'	Single Outlet Extension Green Cord - 25'	2	\$0.00	\$0.00

A deposit of \$2,880.36 will be required to begin.

This quote is valid for the next 30 days, after which values may be subject to change. All SEASONAL lights and supplies are the property of JoyLights. PERMANENT GEMSTONE lights are property of the customer after installation 50% deposit is due at time of scheduling. Remaining 50% will be due at time of install. The full amount for materials (lighting and accessories) installation and removal must be paid in full upon completion of the installation. JoyLights is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, damage resulting from landscaping, or acts of god and will make efforts to replace any damaged product for an additional charge. No warranty or complimentary repair service is expressed or implied, unless noted in writing in this agreement. JoyLights will replace any malfunctioning product but does not guarantee that each individual bulb will light for the entire installation period. By signing this contract, the customer acknowledges that JoyLights fills their

Subtotal	\$6,400.80
Discount (10.0%)	- \$640.08
Total	\$5,760.72



JoyLights

830 A1A North A1A North | Suite 278 | Ponte Vedra Beach, Florida 32082
904-474-1768 | joylights@webringthejoy.com |
<https://www.webringthejoy.com/>

Notes Continued...

schedule well in advance, and all cancellations will be charged 50% of the labor charge. All bids are made under the assumption that adequate power supplies and receptacles are available. Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. This contract is governed by Florida law, and is the entire contract between the parties. If a dispute arises out of this contract, the parties shall agree to resolve this dispute through arbitration in Saint Johns County before a single arbitrator. Any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. By signing below, I agree to the terms of this contract, and accept this proposal on those terms. Furthermore, I declare that I am authorized to sign this document, either as an owner of the property, or as an agent for the owner or entity. Please note that 1.5% per month (18% per yr.) will be added to all outstanding balances. Gemstone lights carry a 5-year parts warranty and a 2-year labor (service) warranty.



JoyLights

830 A1A North A1A North | Suite 278 | Ponte Vedra Beach, Florida 32082
 904-474-1768 | joylights@webringthejoy.com |
<https://www.webringthejoy.com/>

RECIPIENT:

Twin Creeks North CDD

P.O. Box 810036
 Boca Raton, Florida 33481

Quote #729	
Sent on	Oct 11, 2024
Total	\$4,212.00

Product/Service	Description	Qty.	Unit Price	Total
SEASONAL QUOTE - FINAL PROPOSAL, red and warm white theme	QUOTE ONLY	1	\$0.00	\$0.00*
Scope of work	This proposal is to light 5 palms above each Beachwalk monument with 5mm warm white lights. Each tree lit to 10-11' high. Total of 20 trees. Proposal includes installation, takedown, and storage.	1	\$4,680.00	\$4,680.00
5mm LED minis - warm white	Trunks of 20 trees, wrapped 10-11" up each trunk 6" spacing, green cord, 25 ft. strand	120	\$0.00	\$0.00
5mm LED minis - red	Red ring at top of each palm tree 6" spacing, green cord, 25 ft. strand	20	\$0.00	\$0.00
24' 3-way extension cord - green	24' 3-way extension cord	4	\$0.00	\$0.00
12' 3-way extension cord - green	12' 3-way extension cord	4	\$0.00	\$0.00
Outdoor Photocell Timer	Outdoor Photocell Timer - 15 amp - 2 outlets	2	\$0.00	\$0.00

A deposit of \$2,106.00 will be required to begin.

This quote is valid for the next 30 days, after which values may be subject to change. All SEASONAL lights and supplies are the property of JoyLights. PERMANENT GEMSTONE lights are property of the customer after installation 50% deposit is due at time of scheduling. Remaining 50% will be due at time of install. The full amount for materials (lighting and accessories) installation and removal must be paid in full upon completion of the installation. JoyLights is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, damage resulting from landscaping, or acts of god and will make efforts to replace any damaged product for an additional charge. No warranty or complimentary repair service is expressed or implied, unless noted in writing in this agreement. JoyLights will replace any malfunctioning product but does not guarantee that each individual bulb will light for the entire installation period. By signing this contract, the customer acknowledges that JoyLights fills their

Subtotal	\$4,680.00
Discount (10.0%)	- \$468.00
Total	\$4,212.00



JoyLights

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Notes Continued...

schedule well in advance, and all cancellations will be charged 50% of the labor charge. All bids are made under the assumption that adequate power supplies and receptacles are available. Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. This contract is governed by Florida law, and is the entire contract between the parties. If a dispute arises out of this contract, the parties shall agree to resolve this dispute through arbitration in Saint Johns County before a single arbitrator. Any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. By signing below, I agree to the terms of this contract, and accept this proposal on those terms. Furthermore, I declare that I am authorized to sign this document, either as an owner of the property, or as an agent for the owner or entity. Please note that 1.5% per month (18% per yr.) will be added to all outstanding balances. Gemstone lights carry a 5-year parts warranty and a 2-year labor (service) warranty.

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (13), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ Community Development District (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, It will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.
3. 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.
4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____, 20__

STATE OF FLORIDA
COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____ 20____, by _____ in his/her capacity as _____ for _____ (name of Nongovernmental Entity).

NOTARY PUBLIC

Personally Known OR
Produced Identification

Type of Identification Produced

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**CONSENT
AGENDA**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2024**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	General Fund	Debt Service Fund Series 2016	Debt Service Fund Series 2018	Capital Projects Fund Series 2016	Capital Projects Fund Series 2018	Total Governmental Funds
ASSETS						
Cash	\$ 1,071,353	\$ -	\$ -	\$ -	\$ -	\$ 1,071,353
Investments						
Revenue 2016A-1	-	886,995	-	-	-	886,995
Revenue 2016A-2	-	616,847	-	-	-	616,847
Revenue 2018	-	-	135,954	-	-	135,954
Reserve 2016 A-1	-	988,558	-	-	-	988,558
Reserve 2016 A-2	-	459,403	-	-	-	459,403
Reserve 2018	-	-	111,999	-	-	111,999
Prepayment 2016A-1	-	140,961	-	-	-	140,961
Prepayment 2016A-2	-	135,903	-	-	-	135,903
Prepayment 2018	-	-	2,709	-	-	2,709
Construction 2016 A-1	-	-	-	17	-	17
Construction 2016 A-2	-	-	-	14,205	-	14,205
Construction 2018	-	-	-	-	337	337
Cost of issuance 2016 A-1	-	5,673	-	-	-	5,673
Cost of issuance 2016 A-2	-	5,673	-	-	-	5,673
Interest 2016A-1	-	15	-	-	-	15
Interest 2016A-2	-	10	-	-	-	10
Interest 2018	-	-	120	-	-	120
Sinking 2018	-	-	70	-	-	70
Principal 2016A-1	-	199	-	-	-	199
Principal 2016A-2	-	98	-	-	-	98
Principal 2018	-	-	103	-	-	102
Redemption 2016 A-1	-	767	-	-	-	767
Asessment receivable	88	106	12	-	-	206
Interest receivable	-	13,226	1,040	59	1	14,326
Due from Twin Creeks Spe LL	153,296	88,446	-	-	-	241,742
Due from other	7,127	-	-	-	-	7,127
Total assets	<u>\$ 1,231,864</u>	<u>\$ 3,342,880</u>	<u>\$ 252,007</u>	<u>\$ 14,281</u>	<u>\$ 338</u>	<u>\$ 4,841,369</u>

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	General Fund	Debt Service Fund Series 2016	Debt Service Fund Series 2018	Capital Projects Fund Series 2016	Capital Projects Fund Series 2018	Total Governmental Funds
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable on-site	\$ 121,313	\$ -	\$ -	\$ -	\$ -	\$ 121,311
Accounts payable off-site	10,036	-	-	-	-	10,036
Due to Developer	16,083	1,024	-	-	-	17,107
Accrued taxes payable	306	-	-	-	-	306
Developer advance	2,500	-	-	-	-	2,500
Total liabilities	<u>150,238</u>	<u>1,024</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>151,260</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	<u>153,296</u>	<u>100,648</u>	<u>1,040</u>	<u>59</u>	<u>1</u>	<u>255,045</u>
Total deferred inflows of resources	<u>153,296</u>	<u>100,648</u>	<u>1,040</u>	<u>59</u>	<u>1</u>	<u>255,045</u>
Fund balances:						
Restricted for:						
Debt service	-	3,241,208	250,967	-	-	3,492,175
Capital projects	-	-	-	14,222	337	14,559
Unassigned	928,330	-	-	-	-	928,330
Total fund balances	<u>928,330</u>	<u>3,241,208</u>	<u>250,967</u>	<u>14,222</u>	<u>337</u>	<u>4,435,064</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,231,864</u>	<u>\$ 3,342,880</u>	<u>\$ 252,007</u>	<u>\$ 14,281</u>	<u>\$ 338</u>	<u>\$ 4,841,369</u>

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 88	\$ 1,439,249	\$ 1,429,270	101%
Assessment levy: off-roll	-	32,306	153,295	21%
Total revenues	<u>88</u>	<u>1,471,555</u>	<u>1,582,565</u>	93%
EXPENDITURES				
Professional & administrative				
Supervisors	2,000	5,000	6,000	83%
FICA	153	383	459	83%
District engineer	-	6,377	10,000	64%
General counsel	4,019	32,324	24,000	135%
District manager	4,292	51,500	51,500	100%
Debt service fund accounting: 2016 master bonds	423	5,080	5,080	100%
Debt service fund accounting: 2016 sub bonds	202	2,420	2,420	100%
Debt service fund accounting: Lennar bonds	292	3,500	3,500	100%
Arbitrage rebate calculation	-	1,000	1,000	100%
Audit	-	-	6,438	0%
Postage	17	602	750	80%
Insurance - GL, PL	-	13,338	14,110	95%
Legal advertising	-	500	1,200	42%
Mailed notices	-	1,256	1,600	79%
Miscellaneous - bank charges	-	106	750	14%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Dissemination agent	167	2,000	2,000	100%
Annual district filing fee	-	175	175	100%
Trustee	-	10,500	10,500	100%
Contingencies	-	-	500	0%
Total professional & administrative	<u>11,565</u>	<u>136,976</u>	<u>142,897</u>	96%

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Field Operations				
Landscape maintenance				
Field operations manager	-	-	9,600	0%
Landscape and irrigation maintenance	60,657	667,227	571,027	117%
Tree/plant/irrigation replacement	-	67,483	69,000	98%
Tree care	-	-	109,989	0%
Sod replacement	-	58,115	-	N/A
Annuals rotation	-	33,396	42,000	80%
Mulch	-	5,171	104,200	5%
Irrigation repairs	-	12,669	-	N/A
Irrigation water	31,652	361,546	295,000	123%
Albany Bay irrigation cost share	-	6,000	18,000	33%
Back flow prevention	-	-	1,000	0%
Aquatic maintenance	1,787	21,444	22,575	95%
Fountain maintenance	23,784	86,826	-	N/A
Road maintenance	-	-	15,000	0%
Entry fountains	-	-	110,000	0%
Beachwalk channel letters	5,322	6,822	12,000	57%
Landscape lighting	-	-	20,000	0%
Signage maintenance	-	2,484	3,000	83%
Accounting	625	7,500	7,500	100%
Landscape enhancement	-	10,515	-	N/A
Holiday lighting	-	4,680	-	N/A
Sidewalk repairs	-	8,985	-	N/A
Reef irrigation cost share	-	14,000	-	N/A
Field operations liason	-	7,500	-	N/A
General maintenance	-	2,610	-	N/A
Total field operations	<u>123,827</u>	<u>1,384,973</u>	<u>1,409,891</u>	98%
Other fees & charges				
Tax collector	-	28,666	29,776	96%
Total other fees & charges	<u>-</u>	<u>28,666</u>	<u>29,776</u>	96%
Total expenditures	<u>135,392</u>	<u>1,550,615</u>	<u>1,582,564</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	(135,304)	(79,060)	1	
Fund balances - beginning	1,063,634	1,007,390	668,442	
Fund balance - ending (projected):				
Assigned:				
3 months working capital	406,224	406,224	406,224	
Lake bank erosion	10,000	10,000	10,000	
Stormwater clean out	25,600	25,600	25,600	
Unassigned	486,506	486,506	226,619	
Fund balances - ending	<u>\$ 928,330</u>	<u>\$ 928,330</u>	<u>\$ 668,443</u>	

*These items will be realized when bonds are issued.

**These items will be realized the year after the issuance of bonds.

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016 A-1 & A-2 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ 106	\$ 1,729,750	\$ 1,747,658	99%
Assessment levy: off-roll 2016A-1	-	-	88,446	0%
Assessment prepayments	64,738	1,365,930	-	N/A
Interest 2016 A-1	8,620	96,760	-	N/A
Interest 2016 A-2	5,062	62,067	-	N/A
Total revenues	<u>78,526</u>	<u>3,254,507</u>	<u>1,836,104</u>	177%
EXPENDITURES				
Principal 2016A-1	-	267,114	265,000	101%
Principal 2016A-2	-	130,000	130,000	100%
Principal prepayment 2016A-1	-	900,823	165,000	546%
Principal prepayment 2016A-2	-	895,000	175,000	511%
Interest 2016A-1	-	935,692	943,344	99%
Interest 2016A-2	-	438,503	448,975	98%
Total debt service	<u>-</u>	<u>3,567,132</u>	<u>2,127,319</u>	168%
Other fees & charges				
Tax collector	-	34,452	36,410	95%
Total other fees and charges	<u>-</u>	<u>34,452</u>	<u>36,410</u>	95%
Total expenditures	<u>-</u>	<u>3,601,584</u>	<u>2,163,729</u>	166%
Excess/(deficiency) of revenues over/(under) expenditures	78,526	(347,077)	(327,625)	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	17,937	-	N/A
Transfers out	-	(146,595)	-	N/A
Fund balances - beginning	3,162,682	3,716,943	3,234,027	
Fund balances - ending	<u>\$ 3,241,208</u>	<u>\$ 3,241,208</u>	<u>\$ 2,906,402</u>	

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll	\$ 12	\$ 203,819	\$ 202,400	101%
Interest	1,105	13,437	-	N/A
Total revenues	<u>1,117</u>	<u>217,256</u>	<u>202,400</u>	107%
EXPENDITURES				
Principal	-	60,000	60,000	100%
Interest	-	137,768	137,769	100%
Total debt service	<u>-</u>	<u>197,768</u>	<u>197,769</u>	100%
Other fees & charges				
Tax collector	-	4,059	4,217	96%
Total other fees and charges	<u>-</u>	<u>4,059</u>	<u>4,217</u>	96%
Total expenditures	<u>-</u>	<u>201,827</u>	<u>201,986</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,117	15,429	414	
Fund balances - beginning	<u>249,850</u>	<u>235,538</u>	<u>225,081</u>	
Fund balances - ending	<u>\$ 250,967</u>	<u>\$ 250,967</u>	<u>\$ 225,495</u>	

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2016 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest 2016 A-2	\$ 61	\$ 722
Total revenues	61	722
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	61	722
Fund balances - beginning	14,161	13,500
Fund balances - ending	\$ 14,222	\$ 14,222

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 2	\$ 17
Total revenues	2	17
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	2	17
Fund balances - beginning	335	320
Fund balances - ending	\$ 337	\$ 337

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

I

DRAFT

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

The Board of Supervisors of the Twin Creeks North Community Development District held Public Hearings and a Regular Meeting on August 27, 2024 at 1:45 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259.

Present were:

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

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC
Sue Delegal (via telephone)	District Counsel

Residents present:

Sherri Reidenauer	Mark Kuper	Joe Herriman	Nicole Kowalski
Brian Reidenauer	Dee Musko	Geoff Rocawe	Fredericus Colen
Sukadem Kawiselly	Claire Karm	Other residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 1:48 p.m.

Supervisors John Kinsey, Bryan Kinsey, Shact and McKinney were present. Supervisor Bouskila attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Rom explained the protocols for public comments.

Resident Claire Karm asked what happens to unused funds set aside for the mulch and services that property owners paid for that were not effectuated. Mr. Rom stated any funds

41 that were not expended from the total budget will fall to the unassigned fund balance, which is
42 like a savings account.

43 Resident Fredericus Colen expressed his shock at the proposed O&M annual assessment
44 increase per residential unit. He thinks the increase was outrageous and suggested the Board
45 consider establishing a ceiling as to how much of an increase can be levied.

46 Resident Geoff Rocawe asked if anyone contacted the County about the spilled paint on
47 the Boulevard in front of the cove and stated that he will notify the County if no one else had.

48 In response to a resident question about pond ownership, Mr. Rom stated Staff is
49 reviewing documents and emails pertaining to the conveyances of the ponds to make sure the
50 information on the Property Appraiser's website gets updated.

51

52 **THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

53

54

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

56 The affidavit of publication was included for informational purposes.

57 **B. Consideration of Resolution 2024-05, Relating to the Annual Appropriations and**
58 **Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending**
59 **September 30, 2025; Authorizing Budget Amendments; and Providing an Effective**
60 **Date**

61 Mr. Rom presented Resolution 2024-05 and reviewed the proposed Fiscal Year 2025
62 budget, including the descriptions/definitions, revenues, debt service fund, non-ad valorem
63 assessments and the bond debt prepayment process.

64 Mr. McKinney stated, upon reviewing the proposed Fiscal Year 2025 budget, the largest
65 opportunity for cost-savings in Fiscal Year 2025 will not affect the vote and asked for a new
66 Request for Proposals (RFP) and full specifications in the landscaping line item. He discussed the
67 fountain repairs, sidewalk and cart path striping, landscape lighting – median project and the
68 monument lighting project. He voiced his opinion that the monument lighting project is the
69 most important in order to maintain the prestige of the community. He thinks the Board should
70 consider a phased approach over Fiscal Year 2025 and revisit this for Fiscal Year 2026, to see if
71 any unassigned funds can be expended on the median lighting.

72 Discussion ensued regarding potential cost-saving options, installing wells, the JEA's
73 opposition to the CDD's usage of recycled water, inadequate lighting on Beachwalk Boulevard,
74 fountain repairs, "Unassigned" line item, phasing improvements and using funds that were not
75 expended in Fiscal Year 2024 to defray Fiscal Year 2025 mulch and capital project repair costs.

76 Mr. John Kinsey suggested using the \$1.4 million currently in the bank towards the
77 capital outlay expenses instead of increasing the Fiscal Year 2025 assessments. He asked about
78 continuing the Public Hearing to the next meeting so Staff can research how much is in the
79 capital accounts.

80 Mr. Rom stated, given the amount of capital projects, he spent a lot of time on the
81 budget as it pertains to anticipated costs leading up to Fiscal Year 2025 and reviewed the
82 Unaudited Financials as of July 31, 2024, including the total actual projected amount of
83 \$552,000 in unassigned funds at the end of Fiscal Year 2024 and the projected "Net
84 increase/(decrease) of fund balance" of (100,996) for Fiscal Year 2025.

85 Mr. Rom outlined potential solutions, such as using more of the projected ending
86 "Unassigned" fund balance to offset the assessment increase and phasing any capital outlay
87 projects to lessen the total annual assessment increase.

88 Discussion ensued regarding decreasing the "Unassigned" fund balance by \$300,000 and
89 modifying the "3 months working capital" by \$200,000 and continuing this meeting to
90 September.

91 Mr. John Kinsey stated the purpose of continuing the meeting is to have a more specific
92 financial analysis of changing the cash draw to possibly offset an assessment increase.

93 Asked for her feedback regarding continuing the meeting to September 24, Ms. Delegal
94 stated the meeting can be continued but Staff needs to extend the time for the newspaper
95 advertising because there is a seven-day notice requirement.

96 Mr. Rom stated that the Board consensus is to continue this meeting and Public Hearing
97 to September 24, 2024. At that meeting, the Fiscal Year 2025 budget will be adopted.

98

99

100

101

102

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

103 Ms. Karm thanked the Board for considering decreasing the amount of the assessment
104 increase. She discussed use of “Unassigned” funds to decrease the budget, status of the capital
105 projects and the proposals presented for the projects. She voiced her opinion that less costly
106 proposals should be obtained.

107 A resident asked for a recap of the possible ways to reduce the assessment increase. Mr.
108 Rom stated, if \$300,000 of the “Unassigned” funds is used, it leaves approximately \$79,000 of
109 “Unassigned fund balance for Fiscal Year 2025, resulting in a \$400 annual O&M assessment per
110 unit. If \$300,000 of the “Unassigned” funds is used and not budgeting for the median lighting
111 project, which is almost \$182,000, would leave approximately \$125,000 in the “Unassigned”
112 fund balance for Fiscal Year 2025, resulting in a \$261 annual O&M assessment per unit. These
113 figures were provided based upon what was known at the time of the meeting, anticipated
114 expenditures throughout the balance of the fiscal year and taking into account all other
115 proposed budgetary items. The maximum assessment increase was \$553, which was mailed to
116 property owners.

117 In response to a resident’s question regarding monthly fountain maintenance and
118 capital repairs, Mr. Rom stated fountain maintenance is comprised of cleaning out the fountain
119 and making sure that the jets are working appropriately. The proposals for the actual capital
120 repairs are separate.

121 A resident asked if nearby businesses contribute to the maintenance of Beachwalk
122 Boulevard. Mr. John Kinsey stated the High School does not but the commercial properties are
123 all assessed according to the Methodology adopted by the Board on the recommendation of
124 the District Engineer. Asked where those assessments are listed, Mr. Rom stated the final pages
125 of the proposed Fiscal Year 2025 budget has a breakdown of the assessments, including the
126 commercial and residential properties.

127 In response to a resident’s question regarding using “Unassigned” fund balance to fund
128 capital projects and obtaining additional quotes, Mr. Rom discussed the need for a Field
129 Operations Liaison, the proposals obtained and the scope of work.

130 Mr. Colen voiced his appreciation that the Board is considering using reserves to offset
131 some of the assessment increase, along with postponing some of the improvements and
132 deferring the median lighting project. He noted that the median lighting and monument lighting

133 projects are quite costly and asked if there is any accountability from the Developer and the
134 original installer for the costly repairs, since they were installed a few years ago.

135 Resident Joe Herriman stated he noticed six dead palm trees on 210 and a total of at
136 least 14 neglected palm trees. He asked about the \$69,000 budgeted for tree replacement. A
137 Board Member stated the trees on 210 are under a one-year warranty; if they die in the first
138 year of installation, they will be replaced. Asked if there is a budget line item for dead trees, Mr.
139 Rom stated there is no budget line item for that. He will look into the installed trees and the
140 warranties.

141 Mr. Rom and Mr. John Kinsey responded to questions regarding the \$553 assessment
142 cap, if someone is overseeing the day-to-day management of the CDD, proposals obtained,
143 dead palm trees, lighting issues on Beachwalk Boulevard and going out to bid for the fountain
144 repairs.

145 In response to Mr. Rom’s question regarding closing the Public Hearing, Ms. Delegal
146 suggested continuing the Public Hearing.

147

On MOTION by Mr. Hagan and seconded by Mr. Bryan Kinsey, with all in favor, continuing the Public Hearing to September 24, 2024 at 1:45 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259, was approved.

152

153

154 Asked if the remainder of the agenda items should be continued, Ms. Delegal stated
155 the Public Hearing for the Fourth Order of Business should also be opened and continued.

156

157 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation Assessments
to Fund the Budget for Fiscal Year
2024/2025, Pursuant to Florida Law**

158

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

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

165 These items were included for informational purposes.

166 C. Consideration of Resolution 2024-06, Making a Determination of Benefit and Imposing
 167 Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and
 168 Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for
 169 Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an
 170 Effective Date

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

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175

176 No affected property owners or members of the public spoke.

177

178 **On MOTION by Mr. Bryan Kinsey and seconded by Mr. John Kinsey, with all in**
 179 **favor, continuing the Public Hearing to September 24, 2024 at 1:45 p.m., at the**
 180 **Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259.**

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FIFTH ORDER OF BUSINESS

Consideration of Landscape Enhancement Project & Mulching

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185

186 Mr. Rom presented the Tree Amigos proposal for mulch installation throughout the
 187 CDD, in the amount of \$82,95,5 and for landscape enhancements, in the amount of \$25,587.

188 This item was deferred.

189

SIXTH ORDER OF BUSINESS

Consideration of Fountain Repair Proposals

191

192 **A. Fountain 1 Repair to Electrical Line – FECC**

193 **B. Fountains 1-4 Comprehensive Repairs - FECC**

194 These items were deferred.

195

SEVENTH ORDER OF BUSINESS

Consideration of Proposal for Sidewalk/Cart Path/Crosswalk Painting and Replacement of ADA Mats - FECC

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200 This item was deferred.

201

202 **EIGHTH ORDER OF BUSINESS**

Consideration of Proposals for Repair of Lighting to Monuments 1-4 - NiteLites

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205 This item was deferred.

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207 **NINTH ORDER OF BUSINESS**

Consideration of Median Landscape Lighting Proposals – NiteLites

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210 This item was deferred.

211
212 **TENTH ORDER OF BUSINESS**

Consideration of Lake Management - Lake Doctors

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214
215 Mr. Rom presented the Lake Doctors Inc. Water Management Agreement, in the
216 amount of \$1,850 per month. It is within the budgeted line items. The total annual amount, is
217 \$23,200.

218
219 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
220 **favor, the Lake Doctors Inc. Water Management Agreement, in the amount of**
221 **\$1,850 per month, was approved.**

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224 **ELEVENTH ORDER OF BUSINESS**

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting

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228
229 Mr. Rom presented the Memorandum detailing this new requirement and explained
230 that newly adopted legislation requires special districts to establish goals and objectives
231 annually and develop performance measures and standards to assess the achievement of those
232 goals and objectives, publish an annual report on its website detailing the goals and objectives
233 achieved, the performance measures and standards used, and any goals or objectives that were
234 not achieved. Staff has identified Community Communication and Engagement, Infrastructure
235 and Facilities Maintenance, and Financial Transparency and Accountability as the key categories
236 to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

TWELFTH ORDER OF BUSINESS

Ratification Tree Amigos Outdoor Services Quotation Quote #20343 for Summer Flower Switch Out

Mr. Rom presented the Tree Amigos Outdoor Services Quotation Quote #20343 for Summer Flower Switch Out for ratification.

On MOTION by Mr. John Kinsey and seconded by Mr. Shact, with all in favor, the Tree Amigos Outdoor Services Quotation Quote #20343 for Summer Flower Switch Out, was ratified.

THIRTEENTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank (to potentially be provided under separate cover)

- A. Consideration of Resolution 2024-07, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023**

These items were deferred to the next meeting.

FOURTEENTH ORDER OF BUSINESS

Consent Agenda Items

- A. Acceptance of Unaudited Financial Statements as of July 31, 2024**
- B. Approval of May 30, 2024 Regular Meeting Minutes**

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

FIFTEENTH ORDER OF BUSINESS

Staff Reports

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

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

279 There were no reports from District Counsel or the District Engineer.

280 **C. Field Operations Liaison: Beachwalk Club**

- 281 • **Beachwalk Club Monthly Report**

282 This item was included for informational purposes.

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

- 284 • **NEXT MEETING DATE: September 24, 2024 at 1:15 PM, or immediately**
- 285 **following the adjournment of the Creekside at Twin Creeks CDD Meeting,**
- 286 **scheduled to commence at 12:15 PM**

- 287 ○ **QUORUM CHECK**

288 The Continued Public Hearings and the next meeting will be held on September 24,
289 2024.

290

291 **SIXTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

292

293 There were no Board Members' comments or requests.

294

295 **SEVENTEENTH ORDER OF BUSINESS**

Public Comments

296

297 Mr. Rom responded to questions regarding following up with vendors, obtaining
298 additional proposals and about the one-year palm tree warranty.

299

300 **EIGHTEENTH ORDER OF BUSINESS**

Adjournment

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302 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
303 **favor, the meeting adjourned at 3:04 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

II

DRAFT
MINUTES OF MEETING
TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Twin Creeks North Community Development District held Continued Public Hearings and a Regular Meeting on September 24, 2024 at 1:15 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259.

Present were:

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

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC
Sue Delegal (via telephone)	District Counsel

Residents present:

Claire Karr	Mark Cooper	Joe Herriman	Laura Wertzberger
Dee Musko	Brian Warren	Nancy Conway	Sukadem Kawiselly
Ed Steele	Mark Kuper	James Denton	Kym Van Der Linden
Paula Klein	Nicole Drake	Victor Lisewski	Pauline Bordonaro
Judi Khor	Ginny Stoner	Geoff Gundlach	Brian Reidenauer
Bodi Khor	Rick Wicker	Missy Krempf	William Wallace
Jon Cargill	Ron Farace	Cecilia Farace	Lesley Thompson
Fred Colen	Gaye Boyette	Mark Desmond	Other residents

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 1:47 p.m. Supervisors John Kinsey, Bryan Kinsey, Shact and McKinney were present. Supervisor Bouskila attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

DUE TO POOR AUDIO QUALITY AND INTERFERENCE,
MANY PUBLIC COMMENTS AND DISCUSSIONS WERE INAUDIBLE

44

45 Mr. Rom explained the protocols for public comments.

46 Resident Mark Kuper stated he is not in favor of significant budget increases and asked
47 the Board to take that in consideration.

48 Resident Victor Lisewski discussed concerns about excessive speeding on a CDD
49 roadway with a 25 miles per hour speed limit and asked if Sheriff patrols or speed bumps are an
50 option. Mr. Rom stated that, last year, the Board looked into partnering with the St. Johns
51 County Sheriff’s Department and was advised that the CDD could pay for off-duty officer
52 patrols. Any traffic modifications to the roadway would require a Traffic Study, which would
53 come at an expense but it can be considered in the future.

54 Resident Claire Karr stated she would like the community to be sustainable and to
55 dedicate a percentage of next year’s budget to sustainable plants and areas that are less
56 expensive to maintain, rather than seasonal plants.

57 Mr. John Kinsey stated that, speaking as a Developer, Beachwalk was never meant to be
58 a sustainable community; however, residents can change the community moving forward when
59 the CDD transitions to a resident Board.

60 Ms. Karr voiced her support for finding a middle ground to improve property values but
61 avoid large annual increases to the CDD budget.

62

63 **THIRD ORDER OF BUSINESS**

**Continued Public Hearing on Adoption of
Fiscal Year 2024/2025 Budget**

64

65

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

67 The affidavit of publication was included for informational purposes.

68 **B. Consideration of Resolution 2024-05, Relating to the Annual Appropriations and**
69 **Adopting the Budget for the Fiscal Year Beginning October 1, 2024, and Ending**
70 **September 30, 2025; Authorizing Budget Amendments; and Providing an Effective**
71 **Date**

72 Mr. Rom presented Resolution 2024-05 and reviewed changes to the proposed Fiscal
73 Year 2025 budget since it was presented in detail at the last meeting. The initial annual
74 assessment increase was approximately \$585 per unit, primarily related to the four capital
75 outlay projects shown on Page 2 of the General Fund Budget. Based on Board consensus and
76 direction, the \$181,710 “Landscape lighting – median project” was removed and \$440,000 of

77 Unassigned Fund Balance was utilized to reduce the total annual assessments, reducing the
78 Unassigned Fund Balance to \$49,791. With those changes, the annual assessment increase
79 would be reduced to approximately \$252 per unit, equating to approximately \$21 per month.

80 Mr. Rom stated the Public Hearing was continued from the previous meeting and
81 remains open. He invited public comments pertaining to the proposed Fiscal Year 2025 budget.

82 Ms. Karr asked Mr. Rom if he obtained any additional bids for the fountains and if the
83 budget changed. Mr. Rom stated the budgeted amount did not change; one additional proposal
84 was received but it was not comprehensive. He will seek Board feedback based on the amounts
85 currently budgeted while additional proposals are sought.

86 In response to Ms. Karr's questions about the effects of the recent changes on various
87 line items and a \$100,000 increase to the total budget, Mr. Rom stated that one of the other
88 updates to the proposed Fiscal Year 2025 budget is the addition of the actuals through March
89 31, 2024; it was realized that the "Irrigation water" line item was trending much higher than
90 what was budgeted, so that amount was increased.

91 Ms. Karr stated she does not agree with the budget; she thinks too much is budgeted for
92 the fountains and for chemical cleaning.

93 Resident Ed Steele asked what the "Fountain service", "Fountain maintenance" and
94 "Capital outlay Fountain repairs" line items are for. Mr. Rom stated detailed descriptions are in
95 the budget. "Fountain service" applies to the annual contract for weekly fountain maintenance,
96 including weekly visits, chemical balance, etc. The "Fountain maintenance" line item applies to
97 one-time electrical repairs outside the normal scope of work. The "Capital outlay Fountain
98 repairs" line item is a comprehensive amount for capital repairs to all fountains.

99 Discussion ensued regarding Mr. Steele's Public Records request for invoices for the
100 expenditures and related follow-up with ten residents.

101 Mr. Rom stated that he is happy to speak with homeowners individually about such
102 requests; all CDD business is public record, so information will be provided promptly if the
103 request is reasonable and the information is available. If extensive time is necessary to meet
104 the request, a proposal will be sent to the requester before the request is fulfilled.

105 Resident Fred Colen questioned the amount of the assessment increase given the use of
106 reserves. He asked if three quotes were obtained for the fountain repairs and the sidewalk and
107 monument lighting projects. In his opinion, a failure to obtain three proposals is irresponsible.

108 Resident Geoff Gundlach asked about the amount of the “Irrigation” line item increase.
109 Mr. Rom stated that, during the drought, irrigation was running twice a day for most of the
110 week. Regarding how much broken sprinkler heads contributed to the problem, Mr. Rom stated
111 he does not have the information with him today.

112 Resident Mark Desmond expressed concern about using nearly all of the Unassigned
113 Fund Balance Reserves and asked how the CDD would fund unbudgeted items in excess of the
114 reserves remaining if so much is used to offset the assessment increase. Mr. Rom stated the
115 CDD could obtain a bank loan or fund those expenses with the following year’s assessments.

116 Mr. Kuper expressed concern about the percentage of the budget devoted to irrigation.
117 He suggested trying to conserve in this area. He asked if maintenance projects can be
118 completed over time, as the budget allows, rather than utilizing almost all the reserves.

119

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

122

123

124 The Board and Staff discussed scheduling projects, the proposals received, proposals to
125 be obtained and potential changes to the proposed Fiscal Year 2025 budget.

126 Mr. McKinney identified a vendor who only charges \$600 for Sabal Palms and suggested
127 the CDD find another vendor for outdoor lighting. He recommended several other contractors
128 from whom proposals can be requested.

129 Mr. Rom stated adjustments can be made to the proposed Fiscal Year 2025 budget but
130 the final budget must be approved today.

131 Mr. McKinney recommended delaying funding parts of the needed fountain repairs and
132 suggested addressing them in Fiscal Year 2026 to allow for obtaining additional proposals.

133 The Board directed District Counsel to work with the District Manager to finalize the
134 capital outlay line items discussed, in a total not-to-exceed amount of \$250,000.

135 Mr. Rom stated, based on the Board’s direction, the assessment increase will be less
136 than previously projected; the budget will be amended as discussed.

137

**On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in
favor, Resolution 2024-05, Relating to the Annual Appropriations and Adopting
the Budget for the Fiscal Year Beginning October 1, 2024, and Ending
September 30, 2025, as amended to include a not-to-exceed amount of**

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\$250,000 total for capital outlay expenses; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Continued Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2024-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Rom presented Resolution 2024-06, which enables the CDD to utilize the services of the Property Appraiser and Tax Collector.

Mr. Rom stated the Public Hearing was continued from the previous meeting and remains open. He invited public comments pertaining to the budget.

A resident surmised that there has been a lot of investigation on the fountain project and asked if Staff will look at what needs to be done regarding landscape lighting, which could greatly reduce the amount spent. The resident questioned if, as a result, the Board is looking at lowering the assessment and/or keeping Unassigned Funds and if the Fiscal Year 2025 budget was just passed conditional on proposals and bids for expenditures to be discussed.

Mr. Rom stated that this public comment period relates to the fact that assessments will increase from the previous year's level.

Mr. Colen voiced his concerns and opinion regarding lighting contractors. A Board Member stated that only qualified contractors capable of working with high-voltage lines can be used to work anywhere near light fixtures.

Mr. Colen suggested keeping assessments at the same level as Fiscal Year 2024.

Resident Ron Farace asked if costs are segregated to show depreciation. It was noted that, as a governmental entity, the CDD does not pay taxes.

177 In response to a resident’s question about the Operation & Maintenance (O&M) portion
 178 of the assessments, Mr. Rom stated that, a month ago, the anticipated total annual assessment
 179 increase, per unit, was approximately \$560. This afternoon, the Fiscal Year 2025 budget
 180 reflected a total annual O&M assessment of approximately \$250 per unit. The Board approved
 181 an adjustment to the Fiscal Year 2025 budget to reduce the annual O&M per unit assessment to
 182 less than \$250 per unit but no lower than a flat year-over-year assessment level compared to
 183 Fiscal Year 2024.

184 It was noted that the previously approved expenditures for Fiscal Year 2025 were
 185 approximately \$650,000 higher than expenditures for Fiscal Year 2024, which would have
 186 required utilization of approximately \$400,000 from Unassigned Fund Reserves in order to
 187 offset some of the assessment increase. Mr. Rom will adjust the Fiscal Year 2025 budget by
 188 \$250,000 as discussed today.

189

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

192

193 **On MOTION by Mr. John Kinsey and seconded by Mr. Shact, with all in favor,**
 194 **Resolution 2024-06, Making a Determination of Benefit and Imposing Special**
 195 **Assessments for Fiscal Year 2024/2025; Providing for the Collection and**
 196 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
 197 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
 198 **Providing an Effective Date, was adopted.**

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FIFTH ORDER OF BUSINESS

**Consideration of Landscape Enhancement
Project & Mulching**

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204 Mr. Rom presented the Tree Amigos Quote #210882, in the amount of \$82,955 for
 205 mulch installation throughout the CDD, and Quote #210883, in the amount of \$25,587 for
 206 landscape enhancements.

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208 **On MOTION by Mr. Bryan Kinsey and seconded by Mr. Shact, with all in favor,**
 209 **Tree Amigos Quote #210882, in the amount of \$82,955, was approved.**

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211 **On MOTION by Mr. McKinney and seconded by Mr. Shact, with all in favor,**
 212 **Tree Amigos Quote #210883, in the amount of \$25,587, was approved.**

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214

215 Ms. Delegal stated that she will prepare an Amendment to the Tree Amigos Agreement.

216

217 **SIXTH ORDER OF BUSINESS**

Consideration of Fountain Repair Proposals

218

219 **A. Fountain 1 Repair to Electrical Line – FECC**

220 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
221 **favor, the FECC Proposal for Fountain 1 Repair to Electrical Line, in the amount**
222 **of \$29,780, and authorizing District Counsel to prepare a form of Agreement,**
223 **was approved.**

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226 **B. Fountain 1 Repair to Fountain Basin - Pools by John Carlson**

227 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
228 **favor, rejecting the Pools by John Carlson Fountain Repair proposals, was**
229 **approved.**

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232 **C. Fountains 1-4 Comprehensive Repairs - FECC**

233 **On MOTION by Mr. Bryan Kinsey and seconded by Mr. McKinney, with all in**
234 **favor, authorizing the District Engineer to evaluate Fountain 1, was approved.**

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237 **SEVENTH ORDER OF BUSINESS**

Consideration of East Coast Construction Co. Quote/Invoice #24554A [Sidewalk/Cart Path/Crosswalk Painting and Replacement of ADA Mats]

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242 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
243 **favor, East Coast Construction Co. Quote/Invoice #24554A for Sidewalk/Cart**
244 **Path/Crosswalk Painting and Replacement of ADA Mats, in the amount of**
245 **\$61,961, contingent upon including verbiage in the Agreement to inspect the**
246 **concrete underlayment and to include Florida Department of Transportation**
247 **(FDOT) Specifications and Warranty Specifications, was approved.**

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250 **EIGHTH ORDER OF BUSINESS**

Consideration of Elite Pressure Washing & Sealing LLC Estimate #55 [BeachWalk Club Pedestrian Sidewalk and Golf Cart Pathways \$13,408.00]

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255 Mr. Rom distributed and presented an additional proposal from St. Johns Pressure
256 Washing in the amount of \$9,500.

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On MOTION by Mr. Shact and seconded by Mr. McKinney, with all in favor, the St. Johns Pressure Washing proposal for the BeachWalk Club Pedestrian Sidewalk and Golf Cart Pathways, in the amount of \$9,500, was approved.

The Board directed Mr. Rom to add gutter cleaning.

NINTH ORDER OF BUSINESS

Consideration of NiteLites Proposals for Repair of Lighting to Monuments 1-4

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, rejecting the NiteLites Proposals for Repair of Lighting to Monuments 1-4, was approved.

TENTH ORDER OF BUSINESS

Consideration of NiteLites Median Landscape Lighting Proposals

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, rejecting the NiteLites Median Landscape Lighting Proposals, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Tree Amigos Outdoor Services Quotations

- A. #211431 [Beachwalk Palm Replacement \$35,000.00]**
- B. #211467 [Beachwalk Parkway Tree Plantings \$7,265.00]**

Discussion ensued regarding additional quotes.
These items were deferred.

TWELFTH ORDER OF BUSINESS

Consider Removal of Wayfinding Signage Throughout CDD

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, removal of wayfinding signage and authorizing the Chair or Vice Chair to execute a surplus property resolution, was approved.

THIRTEENTH ORDER OF BUSINESS

Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank (to

potentially be provided under separate cover)

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A. Consideration of Resolution 2024-07, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023

These items were deferred to the next meeting.

FOURTEENTH ORDER OF BUSINESS Staff Reports

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

Ms. Delegal stated that separate Agreements or Amendments to existing Agreements will be prepared, as appropriate, to effectuate the approvals by the Board today.

B. District Engineer: Prosser, Inc.

C. Field Operations Liaison: Beachwalk Club

- **Monthly Report**

There were no reports from District Engineer or the Field Operations Liaison.

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

- **NEXT MEETING DATE: October 22, 2024 at 1:45 PM**

- **QUORUM CHECK**

FIFTEENTH ORDER OF BUSINESS Board Members' Comments/Requests

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS Public Comments

Ms. Karr stated that she observed irrigation running during the day and while it was raining and voiced her opinion that a sensor is needed. She asked the Board to consider stencils rather than painting ADA signage. It was noted that thermal striping was approved.

A resident voiced their opinion that the irrigation system needs a rain controller and asked if it can be added to the system. A Board Member stated that efforts will be made.

SEVENTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. McKinney and seconded by Mr. John Kinsey, with all in favor, the meeting adjourned at 3:13 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS C**

Daniel Rom

To: Beachwalk Maintenance
Subject: RE: Weekly Highlights 10/14/24 - 10/18/24

From: Beachwalk Maintenance <maintenance@clubbeachwalk.com>
Sent: Friday, October 18, 2024 4:26 PM
To: Chase Chenoweth <chase.chenoweth@clubbeachwalk.com>
Cc: Daniel Rom <romd@whhassociates.com>; Kristen Thomas <thomask@whhassociates.com>
Subject: Weekly Highlights 10/14/24 - 10/18/24

Hello,

Happy Friday! Below are noteworthy tasks I've completed this week and priorities for next week.

Please don't feel obligated to respond to my weekly updates.

While I hope they're helpful to you, they're also helpful for my own reference.

CDD This Week

- Responded to two resident emails requesting more pressure washing on pedestrian pathways
- Contacted SJPW for updated proposal including curbing
 - 2nd proposal requested for roundabouts
 - sent approved 1st proposal to SJPW for signing and notary
 - received executed agreement and forwarded COI
- Requested return repair service from Nite Lites for backlit signs Monument 1&2
 - Nite Lites initial payment issued
 - Awaiting response from Will
- Spoke with TA about irrigation usage and reducing water consumption
 - the current system is running as efficiently as it can
 - could be upgraded for better efficiency and TA could provide a proposal
 - will be part of walk with Mr. McKinney
- Spoke with Joy Lights regarding Christmas Lights
 - retrieved quotes and map
 - began coordination of contract execution
- Emailed Patti Miller Regarding Ponds
 - need to verify FECC completed pond cleanup/inspection completed
 - awaiting response to questions from Daniel and/or Kristen
- Coordinated with Tree Amigos regarding mulch/sod projects
 - Sod install week of 10/28
 - mulch first or second week of December estimated

CDD Next Week

- follow up with Nite Lites regarding backlit signs
- reach out to Pat regarding pond mx.
- Follow up JoyLights regarding contract ex.
- Schedule walk with Chris McKinney (e-mail sent)
- assist coordinate site walk for pond mx.

I hope these emails will be as useful to you as they are to me. See you Monday!

Sincerely,

Art Minchew

Facilities Maintenance Director

Twin Creeks North CDD Liaison
100 Beachwalk Club Drive

St. Johns, FL 32259

904-506-4900 Ext. 203



**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS D**



April 18, 2024

Twin Creeks North Community Development District
Attn: Daphne Gillyard, Director of Admin.
c/o Wrathell, Hunt and Associates, LLC
PO Box 810036
Boca Raton, FL 33481

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

1595 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, 2024.

Please contact us if we may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Vicky C. Oakes". The signature is written in a cursive style.

Vicky C. Oakes
Supervisor of Elections

VO/db

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2024 <i>Rescheduled to October 29, 2024</i>	Regular Meeting	1:45 PM
October 29, 2024	Regular Meeting	1:45 PM
November 26, 2024	Regular Meeting	1:45 PM
January 28, 2025	Regular Meeting	1:45 PM
March 25, 2025	Regular Meeting	1:45 PM
April 22, 2025	Regular Meeting	1:45 PM
May 19, 2025*	Regular Meeting	1:45 PM
July 22, 2025	Regular Meeting	1:45 PM
August 26, 2025	Regular Meeting	1:45 PM
September 23, 2025	Regular Meeting	1:45 PM

Exception

**May meeting date is one (1) week earlier to accommodate Memorial Day holiday*