

# **TWIN CREEKS NORTH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**December 4, 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**

November 27, 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 December 4, 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. Administration of Oath of Office to Newly Elected Supervisors (Geoff Gundlach - Seat 1, Mark Kuper - Seat 5) *(the following will also be provided in a separate package)*
  - A. Required Ethics Training and Disclosure Filing
    - Sample Form 1 2023/Instructions
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
6. Discussion: Wayfinding Signs Project Committee
  - A. Beachwalk Community Direction Signs Program
  - B. Workman's Comp Policy (all volunteers covered) \$850 per year
  - C. Volunteer Service Agreement
  - D. Volunteer Safety Rules for Signs Committee

7. Discussion/Consideration: Beachwalk Club, Inc. First Amendment of Field Operations Agreement
8. Discussion/Consideration: Palm Tree Replacements (Updated Tree Type and Cost)
  - A. Ruppert Landscape, Inc. Proposal for Beachwalk Palm Replacement (\$29,012)
  - B. Ruppert Landscape, Inc. Proposal for Beachwalk Parkway Tree Plantings (\$4,024)
  - C. Williams Greenspace Authorization for Extra Work for Beachwalk and Beachwalk Parkway Install (\$34,600 combined)
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 2025-02, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023
10. Ratification Items
  - A. JoyLights LLC Services Agreement (Holiday Lighting)
  - B. NiteLites Estimates
    - I. #97800 [Transformer - Monument #3 \$1,716]
    - II. #97801 [Timer Replacement - Monument #2 \$444]
11. Consent Agenda Items
  - A. Acceptance of Unaudited Financial Statements as of October 31, 2024
  - B. Approval of October 29, 2024 Regular Meeting Minutes
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*
    - NEXT MEETING DATE: January 28, 2025 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 or Kristen Thomas at (561) 517-5111.

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**

**4A**

## MEMORANDUM

TO: District Manager

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

DATE: January 19, 2024

RE: Required Ethics Training and Financial Disclosure

---

### **Ethics Training**

This memorandum serves as a reminder that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws.

### **Deadlines & Recordkeeping**

The deadline to complete training for this calendar year is December 31, 2024. There is no requirement to submit proof that you have completed the training. However, the Florida Commission on Ethics recommends that Supervisors maintain a record of all completed trainings, including the date and time of completion. This documentation may be useful if Supervisors are ever required to provide evidence of training completion. The training is a calendar year requirement and corresponds to the form year. Therefore, Supervisors will report their 2024 training when filling out their Form 1 for the 2025 year.

### **Links to Online Training**

[Public Meetings and Public Records Law \(2-Hour Audio Presentation\)](#). This presentation is audio only and is offered by the Office of the Attorney General. This presentation covers public records and Florida public records law. The presentation can be accessed for free. Completing this presentation will satisfy 2 of the 4 hours of required ethics training.

[State Ethics Laws for Constitutional Officers & Elected Municipal Officers](#). This training is presented by the Florida Commission on Ethics. The training is an overview of Florida's Ethics Code (Part III, Chapter 112, and Article II, Section 8, Florida Constitution) geared toward Constitutional Officers and Elected Municipal Officers. Topics covered include gifts, voting conflict, misuse of office, prohibited business relationships, conflicting employment relationships, revolving door, and Amendment 12. This presentation can be accessed for free. Completing this training will satisfy 2 of the 4 hours of required ethics training.

[State-Mandated Continuing Education in Ethics.](#) This class is presented by the Florida League of Cities. The class covers Chapter 112 of Florida's Ethics Code (2 Hours) and Florida Public Records and Public Meetings Law (2 Hours). To take this class, you must register for it, however there is no registration fee. Completing this class will meet your ethics training requirement.

["4-Hour Ethics Course"](#). The "4-Hour Ethics Course" is available online and presented by the Florida Institute of Government. There are three sessions. Session 1 covers Florida's Public Records Laws (1 hour), session 2 covers Florida Government in the Sunshine Law (1 hour), and session 3 covers Florida's Ethics Laws (2 hours). The registration fee is \$79. Completing this entire course will meet your ethics training requirement.

[Sunshine Law, Public Records and Ethics for Public Officers and Public Employees 2023.](#) This seminar is offered by the Florida Bar. This seminar covers sunshine law and public records; true stories of excess corruption in the ethics world; navigating Florida public records law, privacy, ethics and social media; complaints, misuse, anti-nepotism and voting; ethics during and after public service: conflicting contractual relationships & revolving door restrictions; gifts bribes, honoraria, and expenditures. The cost for this seminar is \$280. Completing this entire seminar will meet your ethics training requirement. Those Supervisors or Officers who are members of the Florida Bar may wish to purchase this option as Continuing Legal Education Credits can be earned.

We will notify you directly or through the District Manager's office if and when other training opportunities become available.

## **Form 1 or Form 6**

Section 8, Article II of the Florida Constitution requires constitutional officers and certain elected public officials to file a Form 6. In the last session, the legislature expanded the requirements to include *elected members of municipalities*. Independent special district officials remain exempt from the requirement to file a Form 6. Elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts (including community development districts) are required to file Form 1.

For this year's filing requirement, a completed Form 1 must be submitted prior to July 1, 2024 using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via the link at [Login - Electronic Financial Disclosure Management System \(floridathics.gov\)](https://floridathics.com). You will no longer be able to file your completed Form 1 through your local Supervisor of Elections office.

If you have any questions or need additional information about ethics training requirements or financial disclosure, please do not hesitate to contact our office.

## 2023 Form 1 - Statement of Financial Interests

### General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

### AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

### Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

### Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)  
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

**Secondary Sources of Income**

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

**Real Property**

REAL PROPERTY (Land, buildings owned by the reporting person)  
(If you have nothing to report, write "none" or "n/a")

Location/Description

**Intangible Personal Property**

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)  
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

## Liabilities

LIABILITIES (Major debts valued over \$10,000):  
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

## Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)  
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

## Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

**Signature of Filer**

Digitally signed:

**Filed with COE:**

E-FILING SAMPLE



# 2023 Form 1 Instructions

## Statement of Financial Interests

### Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

### When To File:

**Initially**, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter**, file by July 1 following each calendar year in which they hold their positions.

**Finally**, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

### Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

**ATTACHMENTS:** A filer may include and submit attachments or other supporting documentation when filing disclosure.

**PUBLIC RECORD:** The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

**QUESTIONS** about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

## Instructions for Completing Form 1

### Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

## Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

## Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

### **Interests in Specified Businesses**

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

### **Training Certification**

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

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

**4B**

# **BOARD OF SUPERVISORS**

## **MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES**

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

### **The Board**

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

### **Qualifications of Supervisors**

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

### **Compensation**

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

### **Responsibilities of Supervisors**

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

### **Conclusion**

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

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

**4C**



# FLORIDA COMMISSION ON ETHICS



## GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

---

**2024**

# State of Florida

## COMMISSION ON ETHICS

**Ashley Lukis, *Chair***  
Tallahassee

**Michelle Anchors, *Vice Chair***  
Fort Walton Beach

**William P. Cervone**  
Gainesville

**Tina Descovich**  
Indialantic

**Freddie Figgers**  
Fort Lauderdale

**Luis M. Fusté**  
Coral Gables

**Wengay M. Newton, Sr.**  
St. Petersburg

**Kerrie Stillman**  
*Executive Director*  
P.O. Drawer 15709  
Tallahassee, FL 32317-5709  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)  
(850) 488-7864\*

\*Please direct all requests for information to this number.

# TABLE OF CONTENTS

I. HISTORY OF FLORIDA'S ETHICS LAWS.....	1
II. ROLE OF THE COMMISSION ON ETHICS.....	2
III. THE ETHICS LAWS.....	2
A. PROHIBITED ACTIONS OR CONDUCT .....	3
1. Solicitation or Acceptance of Gifts .....	3
2. Unauthorized Compensation .....	4
3. Misuse of Public Position .....	4
4. Abuse of Public Position .....	4
5. Disclosure or Use of Certain Information.....	4
6. Solicitation or Acceptance of Honoraria .....	5
B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS .....	5
1. Doing Business With One's Agency .....	5
2. Conflicting Employment or Contractual Relationship.....	6
3. Exemptions .....	6
4. Additional Exemption .....	8
5. Lobbying State Agencies by Legislators.....	8
6. Additional Lobbying Restrictions for Certain Public Officers and Employees .....	8
7. Employees Holding Office .....	8
8. Professional & Occupational Licensing Board Members .....	9
9. Contractual Services: Prohibited Employment .....	9
10. Local Government Attorneys .....	9
11. Dual Public Employment .....	9
C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES.....	10
1. Anti-Nepotism Law .....	10
2. Additional Restrictions .....	10
D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS .....	10
1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers .....	10
2. Lobbying By Former State Employees.....	11
3. 6-Year Lobbying Ban .....	12
4. Additional Restrictions on Former State Employees .....	12
5. Lobbying By Former Local Government Officers and Employees.....	13

E. VOTING CONFLICTS OF INTEREST .....	13
F. DISCLOSURES .....	14
1. Form 1 - Limited Financial Disclosure .....	15
2. Form 1F - Final Form 1.....	19
3. Form 2 - Quarterly Client Disclosure .....	19
4. Form 6 - Full and Public Disclosure .....	20
5. Form 6F - Final Form 6.....	21
6. Form 9 - Quarterly Gift Disclosure .....	21
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses .....	22
8. Form 30 - Donor's Quarterly Gift Disclosure.....	23
9. Forms 1X and 6X – Amendments .....	24
IV. AVAILABILITY OF FORMS .....	24
V. PENALTIES .....	25
A. For Violations of the Code of Ethics .....	25
B. For Violations by Candidates .....	25
C. For Violations by Former Officers and Employees .....	25
D. For Lobbyists and Others.....	26
E. Felony Convictions: Forfeiture of Retirement Benefits .....	26
F. Automatic Penalties for Failure to File Annual Disclosure.....	26
VI. ADVISORY OPINIONS .....	27
A. Who Can Request an Opinion.....	27
B. How to Request an Opinion.....	27
C. How to Obtain Published Opinions.....	27
VII. COMPLAINTS.....	28
A. Citizen Involvement .....	28
B. Referrals.....	28
C. Confidentiality.....	28
D. How the Complaint Process Works .....	29
E. Dismissal of Complaint at Any Stage of Disposition .....	30
F. Statute of Limitations.....	30
VIII. EXECUTIVE BRANCH LOBBYING .....	30
IX. WHISTLE-BLOWER'S ACT .....	31
X. ADDITIONAL INFORMATION .....	32
XI. TRAINING .....	32

## **I. HISTORY OF FLORIDA'S ETHICS LAWS**

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

## **II. ROLE OF THE COMMISSION ON ETHICS**

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

## **III. THE ETHICS LAWS**

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

## **A. PROHIBITED ACTIONS OR CONDUCT**

### *1. Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

**However**, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

## *2. Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

## *3. Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

## *4. Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

## *5. Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]



## 6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

## B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

### 1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

## **C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES**

### **1. *Anti-Nepotism Law***

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

### **2. *Additional Restrictions***

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

## **D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS**

### **1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers***

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

## 2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

### 3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

### 4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]



A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

**E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

## **F. DISCLOSURES**

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

#### What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

#### When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

#### Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

#### 4. *FORM 6 - Full and Public Disclosure*

#### Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.



## What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

## When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

### 5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

### 6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

*7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

#### *8. FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

#### **IV. AVAILABILITY OF FORMS**

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

## **V. PENALTIES**

### *A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000\*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### *B. Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000\*, and triple the value of a gift received from a political committee.

### *C. Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000\*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

\*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

*D. Penalties for Lobbyists and Others*

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

*E. Felony Convictions: Forfeiture of Retirement Benefits*

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

*F. Automatic Penalties for Failure to File Annual Disclosure*

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

## **VI. ADVISORY OPINIONS**

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

### *A. Who Can Request an Opinion*

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

### *B. How to Request an Opinion*

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

### *C. How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## **VII. COMPLAINTS**

### *A. Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at [www.ethics.state.fl.us](http://www.ethics.state.fl.us). The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us), or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

### *B. Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

### *C. Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.



A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

*D. How the Complaint Process Works*

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

*E. Dismissal of Complaints At Any Stage of Disposition*

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

*F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## **VIII. EXECUTIVE BRANCH LOBBYING**

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at [www.floridalobbyist.gov](http://www.floridalobbyist.gov). Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4990

## **IX. WHISTLE-BLOWER'S ACT**

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

## **XI. TRAINING**

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

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

**4D**

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, \_\_\_\_\_, hereby disclose that on \_\_\_\_\_, 20 \_\_\_\_ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which  
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



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

**5**

**RESOLUTION 2025-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

**SECTION 1.** The following is/are elected as Officer(s) of the District effective December 4, 2024:

\_\_\_\_\_ is elected Chair  
\_\_\_\_\_ is elected Vice Chair  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of December 4, 2024:

<u>John Kinsey</u>	<u>Chair</u>
<u>Jared Bouskila</u>	<u>Assistant Secretary</u>

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Daniel Rom is Assistant Secretary

Kristen Thomas is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 4<sup>TH</sup> DAY OF DECEMBER, 2024.**

ATTEST:

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**6A**

## Ruta Viola

---

**From:** Greg Witte <gwitte120@gmail.com>  
**Sent:** Tuesday, October 29, 2024 10:16 AM  
**To:** Daniel Rom  
**Cc:** Kristen Thomas  
**Subject:** Re: Beachwalk Community Direction Signs  
**Attachments:** image001.jpg

Sorry, I was trying to say that price represents the estimate for each completed sign post, containing all 5 neighborhoods and the beachwalk sign on top.

Greg

On Tue, Oct 29, 2024, 10:06 AM Daniel Rom <[romd@whhassociates.com](mailto:romd@whhassociates.com)> wrote:

Greg,

I'm reviewing your information and this last one confuses me. Please clarify what you are proposing to do.

Thanks,

**Daniel Rom**  
**District Manager**  
**Wrathell, Hunt and Associates, LLC**  
**Phone: 561.571.0010**  
**Toll Free: 877.276.0889**  
**Fax: 561.571.0013**  
**Cell: 561.909.7930**  
**E-Mail: [romd@whhassociates.com](mailto:romd@whhassociates.com)**

**Mailing Address (for all payments sent via US Mail):**  
**P.O. Box 810036**  
**Boca Raton, FL 33481**

**Physical Address (for all payments sent via express services):**  
**2300 Glades Road, Suite 410W**  
**Boca Raton, FL 33431**

---

**From:** [gwitte120@gmail.com](mailto:gwitte120@gmail.com) <[gwitte120@gmail.com](mailto:gwitte120@gmail.com)>  
**Sent:** Monday, September 30, 2024 2:25:50 PM  
**To:** Daniel Rom <[romd@whhassociates.com](mailto:romd@whhassociates.com)>; [chase.chenoweth@clubbeachwalk.com](mailto:chase.chenoweth@clubbeachwalk.com)  
<[chase.chenoweth@clubbeachwalk.com](mailto:chase.chenoweth@clubbeachwalk.com)>  
**Cc:** 'kmr111' <[kmr111@aol.com](mailto:kmr111@aol.com)>; 'Peter Martin' <[peter@cactusky.com](mailto:peter@cactusky.com)>; 'Beachwalk Maintenance'  
<[maintenance@clubbeachwalk.com](mailto:maintenance@clubbeachwalk.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** RE: Beachwalk Community Direction Signs

You don't often get email from [gwitte120@gmail.com](mailto:gwitte120@gmail.com). [Learn why this is important](#)

Hi Dan,

Thanks for your response.

Just to be clear, when I was saying "sign" I was referring to the completed signpost when referring to the 430 - \$35 for each one. Not the individual neighborhood sign that gets mounted on the post.

If you would like, I'd be happy to prepare a presentation for the board.

Just let us know,

Greg

---

**From:** Daniel Rom <[romd@whhassociates.com](mailto:romd@whhassociates.com)>  
**Sent:** September 30, 2024 12:47 PM  
**To:** [gwitte120@gmail.com](mailto:gwitte120@gmail.com); [chase.chenoweth@clubbeachwalk.com](mailto:chase.chenoweth@clubbeachwalk.com)  
**Cc:** 'kmr111' <[kmr111@aol.com](mailto:kmr111@aol.com)>; 'Peter Martin' <[peter@cactussky.com](mailto:peter@cactussky.com)>; Beachwalk Maintenance <[maintenance@clubbeachwalk.com](mailto:maintenance@clubbeachwalk.com)>; Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** RE: Beachwalk Community Direction Signs

Hi Gregory,

Email received. I will bring this offer to the Board at the next meeting to determine in which direction they want to go with the signage.

Thanks,

**Daniel Rom**

District Manager

Wrathell, Hunt and Associates, LLC

Phone: 561.571.0010

Toll Free: 877.276.0889

Fax: 561.571.0013

Cell: 561.909.7930

E-Mail: [romd@whhassociates.com](mailto:romd@whhassociates.com)

Mailing Address (for all payments sent via US Mail):

P.O. Box 810036

Boca Raton, FL 33481

Physical Address (for all payments sent via express services):

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

---

**From:** [gwitte120@gmail.com](mailto:gwitte120@gmail.com) <[gwitte120@gmail.com](mailto:gwitte120@gmail.com)>

**Sent:** Sunday, September 29, 2024 6:56 PM

**To:** [chase.chenoweth@clubbeachwalk.com](mailto:chase.chenoweth@clubbeachwalk.com); Daniel Rom <[romd@whhassociates.com](mailto:romd@whhassociates.com)>

**Cc:** 'kmr111' <[kmr111@aol.com](mailto:kmr111@aol.com)>; 'Peter Martin' <[peter@cactussky.com](mailto:peter@cactussky.com)>

**Subject:** Beachwalk Community Direction Signs

**Importance:** High

---

You don't often get email from [gwitte120@gmail.com](mailto:gwitte120@gmail.com). [Learn why this is important](#)

Good Evening Gentlemen,

It has come to our attention that there is a motion to have our Beachwalk Community Direction Signs removed due to excessive cost and maintenance.

These signs contribute largely to the atmosphere, the Caribbean feel that we all love and brought us to live in Beachwalk.

It should be a matter of last resort that these signs be removed, not as a matter of convenience.

Myself, the cc'd parties within and our spouses have agreed to form a committee for the preservation and maintenance of these signs.

This is a volunteer committee.

We have examined, photographed the 11 Community Direction Signs.

During our inspection, we found 3 community signs and two of the general Beachwalk Signs on the ground.

We secured them.

What we found is that these signs are each made of two 1/8-inch acrylic sheet.

Each one is 47 by 9.5 inches, creating 446.5 square inches of surface area to be exposed to our winds.

Each sign is screwed to the post with two common deck or sheet rock type screws.

These heads are countersink by nature and their heads are 1/8 inch in depth.



This is the reason the signs are failing.

You can't screw a wedged type of screw head into a soft material like acrylic.

If you set the screw completely, you are already pulling the screw through the back of the sign.

Leaving almost nothing left to resist the wind action on the 446.5 square inches of surface.

If the head of the screw does not pull the rest of the way through the acrylic, the screw itself is not strong enough to resist the wind and they are pulled free from the post.

This installation is a guarantee to failure.

The signs are made up of the two 1/8 inch acrylic pieces.



When installed, the blank one is screwed into the pole first.

The second one containing the lettering, is then silicone to the first one.

Our committed is requesting the opportunity to install and/or retrofit theses 11 sings so they are securely fastened to the poles.

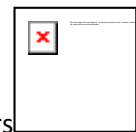
We are considering different ideas, but one idea is the following;



Sandwich between the two acrylic pieces a piece of galvanized steel strap.

These are very strong and will provide strength to the acrylic and prove a solid surface to run our screws through.

The screws used will be panned head, not countersyc, to ensure they engage all the availabe surface of the steel strap.



We can either use very long galvanized flat head wood screw or we can install wood anchors that will allow us to use a grade 3 or higher bolt.

Each sign will cost approximately \$30 - \$35 to retrofit and have a sign that will last a very long time.

That is if we elect to take a preimptive approach and do all of the communities at once, or we can wait until they blow off and fix them then.

If you have any of the signs at your office, can we please have them, assuming our committee gets approval.

Also if you can advise as to the source of the signs as we may need to get some replaced that have gone missing.

Thank you and we look forward to hearing from you.

Currently, your committee consists of

Gregory Witte – 845-781-3369

Jeff Klein

Petter Martin

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

**6C**

## VOLUNTEER SERVICE AGREEMENT

1. I have reviewed the duties of the position listed in the below volunteer description and confirm that I have the skills and ability to perform them, and that I have no physical or mental disability, which would prevent me from performing the duties, or place others or myself at risk or injury.

**Volunteer Duties:** \_\_\_\_\_

\_\_\_\_\_

2. I understand that the activities involved in volunteer services contain an element of hazard or risk. I recognize the inherent danger involved and take full responsibility for my actions, safety, and physical condition.

3. In consideration of the permission granted me by the District, to participate as a volunteer to and within the District and any and all activities or events related to this volunteer assignment, I the Undersigned for myself, my heirs, assigns and administrators, HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE DISTRICT AND ITS AGENTS, OFFICERS AND EMPLOYEES from all liability to the Undersigned, my heirs, assigns and administrators, of and from all claims and demands, actions and causes of action of any kind (inclusive of claims for personal injuries and property damage), damages, losses and liabilities, costs, expenses and unknown, foreseen and unforeseen damages and consequences thereof, caused by or arising out of my participation in any volunteer assignment, except any workers' compensation benefits to which the volunteer may be entitled to under Florida Workers' Compensation law. I HEREBY AGREE TO INDEMNIFY THE DISTRICT AND ITS AGENTS, OFFICERS AND EMPLOYEES from any claims and demands, actions and causes of action of any personal injuries and property damage), damages, losses and liabilities, costs, expenses and unknown, foreseen and unforeseen damages and consequences thereof, caused by or arising out of my participation in any volunteer assignment

4. I understand that if I use a privately owned vehicle on District business that the District is not liable for damages incurred either to me, the vehicle or to others.

5. I will perform my services in compliance with the policies, procedures and guideline established, and will honor the decision of the District to suspend or terminate my service.

6. I acknowledge receipt of the District's volunteer safety guidelines.

**Volunteer:**

\_\_\_\_\_

**Signature Date**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

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

**6D**

## **Twin Creeks North CDD Volunteer Safety Rules for Signs Committee**

1. I acknowledge that the tools, parts, and materials are something I am already familiar with and can work with safely.
  - a. If I do not know how to do something, I will ask for guidance before taking action.
  - b. Training of volunteers shall occur to verify that each person is able to use the tools, techniques and practices.
2. I agree to wear all appropriate safety equipment including:
  - a. Protective work gloves
  - b. Safety glasses or goggles.
  - c. Closed toe and closed heel shoes, preferably work boots.
3. I understand that this work may need to be done on a 6 foot or less ladder and that I am capable and comfortable working on a ladder.
  - a. Do's:
    - i. Inspect the Ladder: Always check for any visible defects before each use, such as cracks, bent parts, or missing steps.
    - ii. Use the Right Ladder: Ensure the ladder is the correct size and type for the task at hand.
    - iii. Stable Ground: Place the ladder on a firm, level, and non-slippery surface.
    - iv. 3-Point Contact: Maintain three points of contact (two hands and one foot, or two feet and one hand) when climbing.
    - v. Face the Ladder: Always face the ladder when climbing up or down.
    - vi. Follow Manufacturer's Instructions: Read and follow all the instructions and labels on the ladder.
  - b. Don'ts:
    - i. Top Step: Never stand on the top step or the top cap of the ladder.
    - ii. Unstable Bases: Do not place the ladder on boxes, barrels, or other unstable bases.
    - iii. Overloading: Do not exceed the ladder's maximum load capacity.
    - iv. Unlocked Spreaders: Never use a stepladder with the spreaders unlocked.
    - v. Horizontal Use: Do not use a stepladder horizontally like a platform.
    - vi. Electrical Hazards: Avoid using a metal ladder near power lines or electrical equipment.
4. Traffic Hazards: Volunteers working near roads should wear high-visibility clothing and use traffic cones or barriers to create a safe working zone.
5. Weather Hazards: Volunteers should avoid working in hazardous weather conditions.
6. Wherever possible, work in groups or pairs. At least one person should have a cell phone or some comparable method to communicate if there is an emergency.
7. Volunteers shall utilize proper, ergonomic lifting techniques to avoid back injuries and shoulder injuries.

I understand there are inherent risks in this work and I am physically capable of performing tasks.

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

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

# **TWIN CREEKS NORTH**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

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

This First Amendment to Field Operations Agreement (the “First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

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

and

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

**RECITALS**

**WHEREAS**, the District and the Association entered into a Field Operations Agreement, effective November 1, 2023 (the “Agreement”); and

**WHEREAS**, the Association has requested an increase to the compensation amounts to be paid by the District to the Association pursuant to the Agreement, and the District Board of Supervisors has agreed to such request, as provided herein; and

**WHEREAS**, additional statutory requirements have been imposed that necessitates additional sections to be included in this First Amendment; and

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

**1.0 Recitals.**

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

**2.0** That 4.0 Compensation of the Agreement is hereby amended to provide for the following:



#### **4.0 Compensation**

4.1 Provided and to the extent that the Services are being provided by the Association, the District shall compensate the Association for the Services completed pursuant to this Agreement in the annual amount not-to-exceed THIRTY - FIVE THOUSAND AND 00/100 (\$35,000.00) DOLLARS. This compensation shall be payable in twelve (12) equal monthly installments of TWO THOUSAND NINE HUNDRED SIXTEEN 66/100 (\$2,916.66) DOLLARS (the “Monthly Rate”). The Monthly Rate shall commence on December 1, 2024, and shall remain in effect for the duration of this Agreement unless otherwise agreed upon in writing by the parties.

**3.0** That the Agreement is hereby amended to include the following Sections:

**10.18 E-Verify:** The Association, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Association 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 Association agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Association 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 Association 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 Association shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association 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 Association 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 Association and order the Association to immediately terminate its subcontract with the subcontractor. The District shall be liable for any additional costs incurred by the Association as a result of the termination of any contract, including this Agreement, based on Association’s failure to comply with the E-Verify requirements referenced in this subsection.

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

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

Association acknowledges that this Agreement may be terminated at the option of the District if Association is found to have submitted a false certification.

**10.20 Responsible Vendor Determination:** Association 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.

**10.21 Convicted Vendor List:** Association hereby certifies that neither Association 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.

**10.22 Anti-Human trafficking Affidavit:** Association shall provide the District with an affidavit executed by an officer or a representative of the Association under penalty of perjury attesting that the Association does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

**4.0** This First Amendment shall take effect October 1, 2024, nunc pro tunc.

**5.0** In all other respects, the Agreement between the parties is hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Chair/Vice-Chair  
Board of Supervisors  
\_\_\_\_ day of \_\_\_\_\_, 2024

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

Witnesses:

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

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_ day of \_\_\_\_\_, 2024

## **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**

**8A**



**RUPPERT**  
**LANDSCAPE**

**November 14, 2024**

**135 Beachwalk Boulevard  
Jacksonville , FL 32259**

**Attn: Kristen Thomas**

**Re: Beachwalk Palm replacment**

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Twin Creeks North CDD**. Specifically, the scope of work shall be as described here in.

**Scope of Work**

Remove and replace all deficient Cabbage and Sylvester Palms on County road 210.

All debris to be removed and hauled off site.

Original Plant list below.

**Plants:**

<b>Plant Description</b>	<b>Quantity</b>	<b>UM/Size</b>
Sabal palm	9	12 feet
Sylvester Date Palm	7	14 feet

**Miscellaneous:**

<b>Description</b>
Equiment

**Total price\* :                      \$29,012 \_\_\_\_\_ Initial**

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.

Ruppert Landscape, Inc.  
2105 Harbor Lake Drive ■ Fleming Island, FL 32003  
Office 904-778-1030 ■ Fax 301-482-0303 ■ [www.ruppertlandscape.com](http://www.ruppertlandscape.com)

- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
- Initial watering will be provided upon installation;
- Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
  - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
  - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
  - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

**Additional watering:**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

#### **Terms and Conditions**

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.



- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me.  
Thank you.

**Acceptance of Proposal:**

**Kristen Thomas**

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

**Ruppert Landscape, Inc.**

**Kyle Carasea**








**813-293-0587 cell**


**kcarasea@ruppertcompanies.com**

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

Original Plant list

Ruppert Landscape, Inc.  
2105 Harbor Lake Drive ■ Fleming Island, FL 32003  
Office 904-778-1030 ■ Fax 301-482-0303 ■ [www.ruppertlandscape.com](http://www.ruppertlandscape.com)

PLANT SCHEDULE MEDIANS							
TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	FIELD4	QTY
	LI-M	Lagerstroemia x 'Muskogee' / Lavender Crape Myrtle Multi-Trunk	-	6" Cal	Multi-trnk 2" cal ea trnk	Non/Na	36
	MG4	Magnolia grandiflora 'Brackens Brown Beauty' / Brackens Brown Beauty	-	4" Cal	12" - 14" HT. TREE FORM	NATIVE	18
	PS10	Phoenix sylvestris / Date Palm	-	-	10' C.T. MATCHING	Non/Na	24
	QVC4	Quercus virginiana 'Cathedral' / Cathedral Live Oak	-	4" Cal	12" - 14" HT. MATCHING	NATIVE	29
	SP14	Sabal palmetto / Cabbage Palmetto	14' C.T.	RE-GENERATED		NATIVE	12
	SP16	Sabal palmetto / Cabbage Palmetto	16' C.T.	RE-GENERATED		NATIVE	12
	SP18	Sabal palmetto / Cabbage Palmetto	18' C.T.	RE-GENERATED		NATIVE	12

PLANT SCHEDULE FUTURE ISLAND							
TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	FIELD4	QTY
	PS10	Phoenix sylvestris / Date Palm	-	-	10' C.T. MATCHING	Non/Na	5





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

**8B**



**RUPPERT**  
**LANDSCAPE**

**November 14, 2024**

**135 Beachwalk Boulevard  
Jacksonville , FL 32259**

**Attn: Kristen Thomas**

**Re: Beachwalk parkway tree plantings**

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Twin Creeks North CDD**. Specifically, the scope of work shall be as described here in.

**Scope of Work: Install 3 Live Oak Trees behind the residence on 70 Tahiti Cove**

**Plants:**

<b>Plant Description</b>	<b>Quantity</b>	<b>UM/Size</b>
Live Oak	3	12 feet

**Miscellaneous:**

<b>Description</b>
Equipment

**Total price\* :                      \$4,024 \_\_\_\_\_ Initial**

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the

Ruppert Landscape, Inc.

2105 Harbor Lake Drive ■ Fleming Island, FL 32003

Office 904-778-1030 ■ Fax 301-482-0303 ■ [www.ruppertlandscape.com](http://www.ruppertlandscape.com)

customer immediately and bill for the additional costs on a time and materials basis.

- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.
- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
- Initial watering will be provided upon installation;
- Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
  - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
  - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
  - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

**Additional watering:** YES \_\_\_\_\_ NO \_\_\_\_\_

#### **Terms and Conditions**

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be

covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.

- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me. Thank you.

**Acceptance of Proposal:**

**Kristen Thomas**

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

**Ruppert Landscape, Inc.**

**Kyle Carasea**

**813-293-0587 cell**

**kcarasea@ruppertcompanies.com**

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



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

**8C**

## Authorization for Extra Work

Job Name:	Twin Creek North Development District
Attention:	
RE:	Beachwalk Club Drive
City, ST:	St Johns, FL 32259
Estimator	Milo Williams
Date:	10/21/2024



"WE USE  
WILLIAMS"

Irrigation		Tree Trimming
Enhancements	X	Other

### Material and Labor Based on the Following Landscape Enhancements

DESCRIPTION	SIZE	QTY	UNIT COST	EXT'D COST
Install 12' Live Oak		3	\$750.00	\$ 2,250.00
				\$ -
Install Sabal Palms 12'		9	\$350.00	\$ 3,150.00
				\$ -
Install Sylvester Palms 12'		7	\$3,150.00	\$ 22,050.00
				\$ -
Install Mulch		1	\$400.00	\$ 400.00
				\$ -
Remove all Dead Palms, Grind Stumps		1	\$6,000.00	\$ 6,000.00
				\$ -
Stake up new trees		1	\$750.00	\$ 750.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Labor				\$ -
SUB-TOTAL:			\$ 34,600.00	
Tax % (if Applicable)	0.00%	TAX:	\$ -	
TOTAL:			\$ 34,600.00	

### APPROVAL INFORMATION:

**Note: Williams Greenspaces Can Not Warranty Any Sod and/or Plant Material With Out Proper Irrigation Coverage**

[illegible]

Authorized By:

Date:

Work Order #:

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

**9A**

**RESOLUTION 2025-02**

**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 \_\_\_\_\_, 2025.

**ATTEST:**

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS A**

**SERVICES AGREEMENT  
(Holiday Lighting)**

**THIS SERVICES AGREEMENT** (“Agreement”) is made and entered into this 30<sup>th</sup> day of October, 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 November 9, 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 November 9, 2024, through and including January 5, 2025, which dates Contractor shall coordinate with the District Manager of the District ("Operating Period"). Lights shall be turned off by January 8, 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 payment due Contractor.
- G. Contractor shall 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

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

- J. 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.
- K. 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.
- L. 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:

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

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

<sup>^</sup> 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  
Lunsford

Attn: Brian

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 CONTRATOR'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@whhassociates.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.

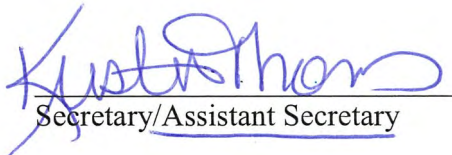
**Section 31. Convicted Vendor List.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has 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:

  
Secretary/Assistant Secretary

**TWIN CREEKS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**


By: Bryan Kinsey  
Bryan Kinsey (Oct 31, 2024 10:41 EDT)  
Chair, Board of Supervisors

\_\_\_\_ day of Oct 31, 2024, 2024

WITNESSES:

**JOYLIGHTS LLC**, a limited liability company

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

By:   
Name: Michelle C Foster  
Title: Vice President

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

(CORPORATE SEAL)

30 \_\_\_\_ day of October, 2024

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

*Niki Wescott*  
\_\_\_\_\_  
Name: Niki Wescott

By: *Michelle Foster*  
\_\_\_\_\_  
Name: Michelle C Foster  
Title: Vice President

*Brian Wescott*  
\_\_\_\_\_  
Name: Brian Wescott

(CORPORATE SEAL)

30 day of October, 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	Lighting the East and West Beachwalk community entrances.  Specifics:  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  2) Light the three palms in each median with warm white and red lights in block sections (candy cane theme) up the tree trunks  Proposal includes installation, takedown and storage	1	\$6,400.80	\$6,400.80
C9 warm white - corded and glued to monument top line	East and west entrances, 4 Beachwalk monuments  LED C9 Warm White Transparent - Faceted, clip, 15" cord	420	\$0.00	\$0.00
5mm LED minis - Warm white and red candy cane theme	East and west entrances, 6 palms total in 2 medians, light to 15-16' high  LED 50 Light 5MM BALLED - Warm White  6" spacing, green cord, 25 ft. strand	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

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



## JoyLights

830 A1A North A1A North | Suite 278 | Ponte Vedra Beach, Florida 32082  
904-474-1768 | [joylights@webringthejoy.com](mailto: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

<b>Subtotal</b>	\$4,680.00
<b>Discount (10.0%)</b>	- \$468.00
<b>Total</b>	<b>\$4,212.00</b>



## JoyLights

830 A1A North A1A North | Suite 278 | Ponte Vedra Beach, Florida 32082  
904-474-1768 | [joylights@webringthejoy.com](mailto: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.



# 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: Jaylights LLC  
NAME: Michelle Foster  
TITLE: Vice President  
SIGNATURE: [Signature]  
DATE: 10-31, 2024

STATE OF FLORIDA  
COUNTY OF St. Johns

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 31 day of October, 2024, by Leighann Triplett in his/her capacity as Notary for Milestone Title Services (name of Nongovernmental Entity).

[Signature]  
NOTARY PUBLIC

☒ Personally Known OR  
☐ Produced Identification  
Type of Identification Produced





**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS BI**



—The Outdoor Lighting Professionals

134 Poole Blvd.  
St. Augustine, FL 32095

## Estimate

Date	Estimate #
10/18/2024	97800

Name / Address
Twin Creeks North CDD OFFICE OF THE DISTRICT MANAGER 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Rep	Terms
WWC	Due on receipt

Item	Description	Qty	Rate	Total
SOP-CM TRX-600	Monument #3	1	901.00	901.00
NITE-800	SS Transformer 600w, 12-22v, Multi-Tap	1	815.00	815.00
	Covers Labor, Cable, Wire Connection and all other misc. parts per transformer			
			<b>Total</b>	
			\$1,716.00	

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION  
ITEMS BII**




134 Poole Blvd.  
St. Augustine, FL 32095

## Estimate

Date	Estimate #
10/18/2024	97801

Name / Address
Twin Creeks North CDD OFFICE OF THE DISTRICT MANAGER 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

Rep	Terms
WWC	Due on receipt

Item	Description	Qty	Rate	Total
SOP	Digital Astro Timer to replace non working timer on Monument #2		219.00	219.00
NITE-800	Covers Labor, Cable, Wire Connection and all other misc. parts per transformer		225.00	225.00
<div>Approved  11-6-2024</div>				
Total				\$444.00

**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  
OCTOBER 31, 2024**

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 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
<b>ASSETS</b>						
Cash	\$ 961,103	\$ -	\$ -	\$ -	\$ -	\$ 961,103
Investments						
Revenue 2016A-1	-	273,742	-	-	-	273,742
Revenue 2016A-2	-	314,364	-	-	-	314,364
Revenue 2018	-	-	136,530	-	-	136,530
Reserve 2016 A-1	-	971,370	-	-	-	971,370
Reserve 2016 A-2	-	450,195	-	-	-	450,195
Reserve 2018	-	-	112,464	-	-	112,464
Prepayment 2016A-1	-	141,440	-	-	-	141,440
Prepayment 2016A-2	-	136,356	-	-	-	136,356
Prepayment 2018	-	-	2,720	-	-	2,720
Construction 2016 A-1	-	-	-	18	-	18
Construction 2016 A-2	-	-	-	14,265	-	14,265
Construction 2018	-	-	-	-	338	338
Cost of issuance 2016 A-1	-	5,696	-	-	-	5,696
Cost of issuance 2016 A-2	-	5,696	-	-	-	5,696
Interest 2016A-1	-	440,463	-	-	-	440,463
Interest 2016A-2	-	190,088	-	-	-	190,088
Interest 2018	-	-	120	-	-	120
Sinking 2018	-	-	70	-	-	70
Sinking 2016A-1	-	265,000	-	-	-	265,000
Sinking 2016A-2	-	115,000	-	-	-	115,000
Principal 2016A-1	-	200	-	-	-	200
Principal 2016A-2	-	98	-	-	-	98
Principal 2018	-	-	104	-	-	102
Redemption 2016 A-1	-	22,059	-	-	-	22,059
Interest receivable	-	12,902	1,017	56	1	13,976
Due from Twin Creeks Spe LL	153,296	-	-	-	-	153,296
Due from general fund	-	18,568	2,188	-	-	20,756
Due from other	7,127	-	-	-	-	7,127
Total assets	<u>\$ 1,121,526</u>	<u>\$ 3,363,237</u>	<u>\$ 255,213</u>	<u>\$ 14,339</u>	<u>\$ 339</u>	<u>\$ 4,754,652</u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 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
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable on-site	\$ 123,295	\$ -	\$ -	\$ -	\$ -	\$ 123,295
Accounts payable off-site	99,689	-	-	-	-	99,689
Due to Developer	16,083	1,024	-	-	-	17,107
Due to debt service fund A1	12,382	-	-	-	-	12,382
Due to debt service fund A2	6,186	-	-	-	-	6,186
Due to debt service fund 2018	2,188	-	-	-	-	2,188
Contracts payable 2016 A-1	-	-	-	18	-	18
Contracts payable 2016 A-2	-	-	-	14,265	-	14,265
Developer advance	2,500	-	-	-	-	2,500
Total liabilities	<u>262,323</u>	<u>1,024</u>	<u>-</u>	<u>14,283</u>	<u>-</u>	<u>277,630</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	153,296	12,902	1,017	56	1	167,273
Total deferred inflows of resources	<u>153,296</u>	<u>12,902</u>	<u>1,017</u>	<u>56</u>	<u>1</u>	<u>167,273</u>
Fund balances:						
Restricted for:						
Debt service	-	3,349,311	254,196	-	-	3,603,507
Capital projects	-	-	-	-	338	338
Unassigned	705,907	-	-	-	-	705,907
Total fund balances	<u>705,907</u>	<u>3,349,311</u>	<u>254,196</u>	<u>-</u>	<u>338</u>	<u>4,309,752</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,121,526</u>	<u>\$ 3,363,237</u>	<u>\$ 255,213</u>	<u>\$ 14,339</u>	<u>\$ 339</u>	<u>\$ 4,754,655</u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ -	\$ -	\$ 1,566,752	0%
Assessment levy: off-roll	-	-	168,112	0%
Total revenues	-	-	1,734,864	0%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	6,000	0%
FICA	-	-	459	0%
District engineer	-	-	10,000	0%
General counsel	-	-	24,000	0%
District manager	4,378	4,378	52,530	8%
Debt service fund accounting: 2016 master bonds	430	430	5,163	8%
Debt service fund accounting: 2016 sub bonds	195	195	2,337	8%
Debt service fund accounting: Lennar bonds	292	292	3,500	8%
Arbitrage rebate calculation	-	-	1,000	0%
Audit	-	-	6,450	0%
Postage	49	49	750	7%
Insurance - GL, PL	14,672	14,672	14,672	100%
Legal advertising	-	-	1,200	0%
Mailed notices	-	-	1,600	0%
Miscellaneous - bank charges	-	-	750	0%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Dissemination agent	167	167	2,000	8%
Annual distict filing fee	175	175	175	100%
Trustee	-	-	10,500	0%
Contingencies	415	415	500	83%
Total professional & administrative	20,773	20,773	144,501	14%

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED OCTOBER 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>Field Operations</b>				
Landscape maintenance				
Field operations manager	-	-	9,600	0%
Landscape and irrigation maintenance	-	-	727,886	0%
Tree/plant/irrigation replacement	-	-	111,265	0%
Sod replacement	-	-	30,000	0%
Annuals rotation	-	-	42,000	0%
Mulch	-	-	84,000	0%
Irrigation water	18,012	18,012	375,000	5%
Albany Bay irrigation cost share	-	-	18,000	0%
Back flow prevention	-	-	1,000	0%
Aquatic maintenance	1,850	1,850	22,200	8%
Fountain service	8,708	8,708	105,000	8%
Fountain maintenance	-	-	5,000	0%
Monument maintenance	-	-	17,000	0%
Monument lighting maintenance	-	-	8,670	0%
Median lighting maintenance	-	-	7,600	0%
Road maintenance	-	-	15,000	0%
Signage maintenance	1,863	1,863	-	N/A
Property insurance	67,833	67,833	-	N/A
Accounting	625	625	7,500	8%
Landscape enhancement	-	-	30,000	0%
Holiday lighting	-	-	15,000	0%
Sidewalk repairs	-	-	10,000	0%
Field operations liason	1,250	1,250	-	N/A
Capital outlay	-	-	121,000	0%
Fountain repairs	14,890	14,890	75,000	20%
Sidewalk & cart path striping	-	-	54,000	0%
General maintenance	-	-	16,000	0%
Total field operations	<u>115,031</u>	<u>115,031</u>	<u>1,907,721</u>	6%
<b>Other fees &amp; charges</b>				
Tax collector	-	-	32,641	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>32,641</u>	0%
Total expenditures	<u>135,804</u>	<u>135,804</u>	<u>2,084,863</u>	7%
Excess/(deficiency) of revenues over/(under) expenditures	(135,804)	(135,804)	(349,999)	
Fund balances - beginning	841,711	841,711	896,011	
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	264,083	264,083	104,188	
Fund balances - ending	<u>\$ 705,907</u>	<u>\$ 705,907</u>	<u>\$ 546,012</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 OCTOBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ -	\$ -	\$ 1,608,799	0%
Assessment levy: off-roll 2016A-1	-	-	88,446	0%
Interest 2016 A-1	8,286	8,286	-	N/A
Interest 2016 A-2	4,941	4,941	-	N/A
Total revenues	<u>13,227</u>	<u>13,227</u>	<u>1,697,245</u>	1%
<b>EXPENDITURES</b>				
Principal 2016A-1	-	-	275,000	0%
Principal 2016A-2	-	-	125,000	0%
Interest 2016A-1	-	-	900,438	0%
Interest 2016A-2	-	-	407,325	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,707,763</u>	0%
<b>Other fees &amp; charges</b>				
Tax collector	-	-	33,517	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>33,517</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>1,741,280</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	13,227	13,227	(44,035)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers in	-	-	-	N/A
Transfers out	(11,114)	(11,114)	-	N/A
Fund balances - beginning	3,347,198	3,347,198	3,424,711	
Fund balances - ending	<u>\$ 3,349,311</u>	<u>\$ 3,349,311</u>	<u>\$ 3,380,676</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 OCTOBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ -	\$ -	\$ 201,300	0%
Interest	1,041	1,041	-	N/A
Total revenues	<u>1,041</u>	<u>1,041</u>	<u>201,300</u>	1%
<b>EXPENDITURES</b>				
Principal	-	-	65,000	0%
Interest	-	-	135,444	0%
Total debt service	<u>-</u>	<u>-</u>	<u>200,444</u>	0%
<b>Other fees &amp; charges</b>				
Tax collector	-	-	4,194	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>4,194</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>204,638</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1,041	1,041	(3,338)	
Fund balances - beginning	<u>253,155</u>	<u>253,155</u>	<u>241,429</u>	
Fund balances - ending	<u><u>\$ 254,196</u></u>	<u><u>\$ 254,196</u></u>	<u><u>\$ 238,091</u></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 OCTOBER 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest 2016 A-2	\$ 59	\$ 59
Total revenues	<u>59</u>	<u>59</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	59	59
Fund balances - beginning	(59)	(59)
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>

**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 OCTOBER 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 1	\$ 1
Total revenues	<u>1</u>	<u>1</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	1
Fund balances - beginning	337	337
Fund balances - ending	<u><u>\$ 338</u></u>	<u><u>\$ 338</u></u>

**TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

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

The Board of Supervisors of the Twin Creeks North Community Development District held a Regular Meeting on October 29, 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
Art Minchew	Field Ops

**Residents present:**

Mark Kuper	Rick Wicker	Cindy Thomas	Joe Herriman
Dee Musko	Wes Benwick	Geoff Gundlach	Jay Freedman
Pat Connor	Gaye Boyette	Gregg Thomas	Lois Freedman
R & C Farqi	Other residents		

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 1:49 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 Mark Kuper stated there are “No Parking” signs on Albany Bay Boulevard and he was told he could not park there, which is an inconvenience to him.

A Board Member noted that one of the discussion items on today’s agenda is traffic enforcement along Albany Bay Boulevard, including the speed limit.

Resident Jay Freedman reported a damaged light pole and a lamppost across the street from his home; it blinks all night into his bedroom, which he finds very annoying.

Mr. Rom stated all repair requests and comments and photographs, if available, should be emailed to [maintenance@clubbeachwalk.com](mailto:maintenance@clubbeachwalk.com).

### THIRD ORDER OF BUSINESS

#### Update: Manager’s Report

Mr. Rom stated, going forward, this item will be placed under Staff Reports, as Field Operations Liaison. For this meeting, as the initial report, Ms. Kristen Thomas will deliver the Manager’s Report.

Ms. Thomas presented the Management Report dated October 29, 2024, which provides updates on the Sod and Mulch project, holiday lights, palm tree walkthroughs, stormwater pond work, Albany Bay Boulevard traffic calming investigations, fountain repairs, flower rotations, pressure washing, Beachwalk Channel Lettering and ADA pads and crosswalk painting.

### FOURTH ORDER OF BUSINESS

#### Authorization of RFP for Landscape and Irrigation Maintenance Services

Mr. Rom presented the Request for Proposals (RFP) for Landscape and Irrigation Maintenance Services. He stated, once the scope is finalized, Staff will advertise the RFP.

**On MOTION by Mr. John Kinsey and seconded by Mr. Shact, with all in favor, the RFP for Landscape and Irrigation Maintenance Services and authorizing Staff to advertise the RFP, once finalized, was approved.**

**FIFTH ORDER OF BUSINESS****Discussion/Consideration: Traffic Signal Easement**

Mr. Rom presented the Traffic Signal Easement Agreement between the CDD and Twin Creek Development Associates LLC, that will be executed between meetings, should the Board approve it in substantial form today.

Mr. John Kinsey stated this is for a traffic signal to be installed at the crossroad between Beachwalk Boulevard and the entrance of the BJ's shopping center. This was part of the approval for the entire BJ's project. The traffic signal was determined to be needed pursuant to a traffic study. The reason the CDD needs the easement is because one of the pedestals was supposed to have been installed within the Right-of-Way (ROW) but, when a subterranean exploration was performed, it was discovered that a few utility lines were installed in the wrong place, and must be moved a few feet outside of the ROW. The easement will be granted by Twin Creek Development Associates LLC and the CDD will be recognized as a joinder.

Ms. Delegal stated, if the Board is inclined to approve this item, it would also approve the joinder by the CDD for the traffic signal if there is an easement subject to any terms and conditions of the joinder approved between the District Manager and District Counsel.

**On MOTION by Mr. Shact and seconded by Mr. Bryan Kinsey, with all in favor, the Traffic Signal Easement, with the CDD as a joinder, subject to Staff approval, was approved.**

**SIXTH ORDER OF BUSINESS****Discussion: Traffic Enforcement Along Albany Bay Blvd.**

Mr. Rom recalled previous discussions about engaging off-duty police officers for traffic enforcement along Albany Bay Boulevard and stated he recently contacted the Deputy Sheriff and confirmed that, if the CDD wants any traffic enforcement along Albany Bay Boulevard, it would require entering into an agreement to hire off-duty police officers. He discussed the hourly rate, a 3% invoice service fee, the RollKall client portal app and a traffic calming option that would entail an application process with the County and the District Engineer facilitating a traffic study and commencing the process.

The consensus was that the traffic calming option will be a more permanent solution and more beneficial to the CDD.

Mr. Rom will ask the District Engineer to research the application process for traffic calming and report his findings at the next meeting.

#### SEVENTH 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]**

Mr. Minchew presented the quotes and stated Staff also obtained a quote from McWilliams Greenspace, for \$34,600, which includes Item 7B, for an \$8,000 savings. He stated, since McWilliams Greenspace has yet to be vetted, it would be best to postpone the vote until the CDD Manager can vet them.

Mr. Rom stated the Board can motion to approve the McWilliams Greenspace proposal contingent upon District Staff entering into a special project agreement with them and the company's warranty information.

**On MOTION by Mr. McKinney and seconded by Mr. Shact, with all in favor, the McWilliams Greenspace proposal, in the amount of \$34,600, contingent upon District Staff entering into a special project agreement with McWilliams Greenspace and attaining their warranty information, was approved.**

#### EIGHTH ORDER OF BUSINESS

#### Consider Removal of Wayfinding Signage Throughout CDD

Mr. Rom recalled that, at a previous meeting, the Board agreed to remove all wayfinding signage. However, after the meeting he was approached by a resident who stated her spouse is willing to form a small committee to repair the signs for a nominal fee. This specific resident is not present today but previously provided solutions to reconstruct the signage to withstand the weather. Mr. Minchew stated the resident would invoice the CDD for

the materials, at a significant savings for the type of signage required by the CDD, using a third-party vendor.

Ms. Delegal stated Staff should confer with the insurance carrier before deciding to proceed with the signage and, if the Board approves this, it should authorize it subject to approval by the District Manager and District Counsel. The consensus was for Staff to obtain further details and report their findings at the next meeting.

#### **NINTH 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 2025-01, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023**

Mr. Rom stated the Auditor has yet to submit the Annual Financial Report for the Fiscal Year Ended September 30, 2023. Given that the Auditor has been delayed in completing the audits for numerous other CDDs, Staff intends to include going out to RFP for Audit Services on a future agenda in 2025.

This item was deferred to the next meeting.

#### **TENTH ORDER OF BUSINESS**

**Discussion/Consideration/Ratification: JoyLights LLC Services Agreement (Holiday Lighting)**

Mr. Rom presented the JoyLights LLC Services Agreement for Holiday Lighting and noted the company will honor the same pricing as the previous vendor and is willing to install the lighting before the holiday season begins.

**On MOTION by Mr. Bryan Kinsey and seconded by Mr. John Kinsey, with all in favor, the JoyLights LLC Services Agreement for Holiday Lighting, in substantial form, pending a final recommendation by District Staff, the Chair and Vice Chair, was approved.**



**ELEVENTH ORDER OF BUSINESS****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**

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

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

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

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

- C. Field Operations Liaison: Beachwalk Club**

- Monthly Report**

The monthly report was included for informational purposes.

Asked if the flickering light can be deactivated, Mr. Minchew stated he will look into the possibility of doing so without disabling the power. Mr. Rom suggested communicating the repair process to the residents.

- 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**

The November 26, 2024 meeting will be canceled. The next meeting will be held on December 4, 2024.

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

205

206           There were no Board Members' comments or requests.

207

208   **FOURTEENTH ORDER OF BUSINESS****Public Comments**

209

210           The Board and Staff responded to questions regarding what is being done about the

211 transformers on Beachwalk Boulevard, traffic congestion, re-doing the striping for carts on

212 Beachwalk Boulevard, coordinating with the County regarding landscape maintenance on 210,

213 County maintenance standards and speed limit signs for golf carts.

214

215   **FIFTEENTH ORDER OF BUSINESS****Adjournment**

216

217           **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**  
218           **favor, the meeting adjourned at 2:39 p.m.**

219

220

221

222

223

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

224  
225  
226  
227  
228

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

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

**STAFF**  
**REPORTS C**

Good Morning,

Below is the Field Ops update for the Board Meeting next week. Please let me know if you need anything else. Have a Happy Thanksgiving!

- Christmas Lights/JoyLights
  - no power at north receptacle box on Monument 3
    - unsure of the cause, electrician needed
  - no power at East median between Monument 3&4
    - breaker labeled "median" was missing hot wire
    - both in-ground receptacle boxes were filled with water
      - recommend replacing with pedestal type receptacles (above ground)
  - recommend having electrician map electrical circuits at all monuments list needed repairs
    - to include all electrical panels, landscape lighting, receptacles, and power fountain pumps and pump timers
- Backlit Community signs
  - NiteLites replaced all drivers with transformers
    - all letters are now powered but issues remain with LED strips in letters
    - NiteLites will provide repair proposals after Thanksgiving
      - any CDD approved repairs by NiteLites will be covered under warranty
- Landscape Lighting Ongoing Issues
  - Several outages reported throughout CDD
  - Retrieved proposal from NiteLites to perform weekly night audits of landscape lighting
    - will report outage and provide repair proposals
    - will warranty and record any repairs they make
    - all "outside of scope" items will be repaired at additional cost
    - should allow for a more "phased" approach to repairs
- Saint John's Pressure washing began project
  - Still ongoing and has been here every morning since project began
- Met with Lake Dr.'s and Rupert regarding pond 14a&b
  - areas around ponds are now cleaned up
  - irrigation troubleshooting in progress/broken lines were discovered & capped at 14B
- Sod Project completed
  - increased waterings temporarily until first week of December
- Palm Tree trimming in progress
- Mulch project still on schedule for first week of December
- Golf carts cutting across grass in some areas causing damage to turf

- requested that Rupert examine and suggest a solution/planting as barrier
- Fielded several requests to re-examine irrigation and track water usage
  - Rupert suggested upgrading system to be tracked remotely for efficiency
  - Should be able to track
    - water usage at each zone
    - water pressure at each zone
    - detect breaks and automatically shut down affected zones
    - report issues in real time
    - automatically adjust run times for water/pressure efficiency
    - cut down water usage and run time significantly
- ADA Project
  - FECC submitted proposal
    - FECC was asked for more detailed proposal with aerial map (not yet received)
  - I was referred to another contractor, David Bogg
    - working on scheduling meeting first week of December.

Sincerely,

*Arthur Minchew*

Facilities Maintenance Director

Twin Creeks North CDD Liaison

[Maintenance@ClubBeachwalk.com](mailto:Maintenance@ClubBeachwalk.com)



100 Beachwalk Club Drive

St. Johns FL, 32259

904-506-4903

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

**STAFF**  
**REPORTS D**

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
<b>October 22, 2024</b> <i>rescheduled to October 29, 2024</i>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>October 29, 2024</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>November 26, 2024</b> <i>rescheduled to December 4, 2024</i>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>December 4, 2024</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>January 28, 2025</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>March 25, 2025</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>April 22, 2025</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>May 19, 2025*</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>July 22, 2025</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>August 26, 2025</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>
<b>September 23, 2025</b>	<b>Regular Meeting</b>	<b>1:45 PM</b>

**Exception**

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