

TWIN CREEKS NORTH

**COMMUNITY DEVELOPMENT
DISTRICT**

April 23, 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

April 16, 2024

Board of Supervisors
Twin Creeks North Community Development District

| |
|---|
| <p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p> |
|---|

Dear Board Members:

The Board of Supervisors of the Twin Creeks North Community Development District will a Regular Meeting on April 23, 2024 at 1:15 p.m., or immediately following adjournment of the Creekside at Twin Creeks CDD Meeting, at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Lennar Homes, LLC Settlement Agreement and Release
 - Consideration of Tree Amigos Outdoor Services Quote #201996 (Install Flow Sensors, Sensor Decoders and Rainbird IQ Cell Card in Existing Controller)
4. Discussion/Consideration: Stormwater Related Items
 - A. Stormwater Inspection Report
 - B. Proposals
5. Consideration of Mulch Proposal
6. Consideration of Nitelites Estimates
 - A. #96975 [Monument #1]
 - B. #96976 [Monument #2]
 - C. #96977 [Monument #3]
 - D. #96978 [Monument #4]
7. Consideration of Twin Creeks North SPE, LLC Parking & Access Easement Agreement
8. Ratification Items
 - A. Florida East Coast Construction #1 Items
 - I. Fountain Maintenance Service Agreement

- II. Proposal for Removal and Replacement of Broken Fountain Valve
 - B. Tree Amigos Outdoor Services Quotations
 - I. #201842 for Landscape Enhancement at Clubhouse Roundabout
 - II. #201843 for Landscape Enhancement at The Coves
 - C. Spartan Consolidated Services, LLC Invoice #2404TCDA [Albany Bay Drive work]
- 9. Consideration: Resolution 2024-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the St. Johns County Supervisor of Elections to Conduct the District’s General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
- 10. Update: Required Ethics Training/Disclosure Filing
 - Sample Form 1 2023/Filing Instructions
- 11. Consent Agenda Items
 - A. Acceptance of Unaudited Financial Statements as of March 31, 2024
 - B. Approval of November 1, 2023 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: May 28, 2024 at 1:15 PM, or immediately following the adjournment of the Creekside at Twin Creeks CDD Meeting, scheduled to commence at 12:15 PM

○ QUORUM CHECK

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

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

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

Sincerely,



Daniel Rom
District Manager

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

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

3

Daniel Rom

From: Daniel Rom
Sent: Friday, December 15, 2023 10:23 AM
To: JTK@TCDevelopment.net
Cc: Daniel Rom; Kristen Thomas; Sue Delegal
Subject: FW: Twin Creeks North CDD -
Attachments: Service Quote (115422).pdf; FW: Twin Creeks North CDD

Follow Up Flag: Follow up
Due By: Monday, March 18, 2024 9:30 AM
Flag Status: Flagged

Hi John,

Attached please find a proposal for Tree Amigos to resolve the water usage/tracking problem for your consideration and thoughts? In speaking with Tree Amigos, it was determined that they had only previously replaced a bad clock and not provided/installed a solution to the water usage / cost share problem. As such, Tree Amigos has provided a proposal (attached) to resolve the issue. The outstanding problem is that this would need to be part of the Settlement with Lennar, yet it would require an annual subscription fee. Not sure if the Board would be interested in including this as part of the Settlement or reverting and requiring Lennar to re-run zones to avoid water-usage tracking in perpetuity?

Please let me know your thoughts, thanks.

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

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: Jim Proctor <jproctor@treeamigosoutdoor.com>
Sent: Friday, December 01, 2023 2:47 PM
To: Daniel Rom <romd@whhassociates.com>
Cc: Rowand, Jr., Tom <tom.rowand@tpam.biz>; Jules Bohanon <president@reefhoa.com>; Beachwalk Maintenance <maintenance@clubbeachwalk.com>; Murray, Mike <mike.murray@tpam.biz>; Anthony Paris <aparis@flcalegal.com>; Kristen Thomas <thomask@whhassociates.com>; Reef VP <thereefvp@gmail.com>; John Frazier

<jfrazier@treeamigosoutdoor.com>; Bryce Sward <bsward@treeamigosoutdoor.com>

Subject: Re: Twin Creeks North CDD - invoice for water usage by the CDD

We replaced a Bad Clock (not installed a different clock) but there are some improvements that can be made to the replaced clock with some additional cost because of adding 2 flow controls, 2 flow control modules , a cellular card and a month subscription to monitor cellular card information over the internet. Or a website.

This information can supply us with water use from the flow control via the internet.

We do not have costs together at this point and once we do we can provide upfront and monthly cost to gather this information.

I don't think we need a site visit but someone will need to monitor the usage or call us when the water bill comes in and we can tell you how much Program A (All CDD zones)water usage was and Program B (All Reef HOA zones) usage was. The clock has the capability to be upgraded and supply that information.

Pricing will follow,

Thank you,
Jim Proctor

Get [Outlook for iOS](#)

From: Daniel Rom <romd@whhassociates.com>

Sent: Friday, December 1, 2023 2:26:33 PM

To: Jim Proctor <jproctor@treeamigosoutdoor.com>

Cc: Rowand, Jr., Tom <tom.rowand@tpam.biz>; Jules Bohanon <president@reefhoa.com>; Beachwalk Maintenance <maintenance@clubbeachwalk.com>; Murray, Mike <mike.murray@tpam.biz>; Anthony Paris <aparis@flcalegal.com>; Kristen Thomas <thomask@whhassociates.com>; Reef VP <thereefvp@gmail.com>

Subject: RE: Twin Creeks North CDD - invoice for water usage by the CDD

Hi Jim,

Apologies if I already sent this email, but I know we spoke about it. Tree Amigos installed a controller for the CDD on Albany Bay to try and circumvent the cost-share issue. Can you please reply all as to scheduling a site visit with The Reef HOA to clearly identify how the CDD/HOA can monitor this on a go-forward basis and to come up with a payment plan? I've also copied in Arthur from Beachwalk Club. Since I am not local, I will just rely on you all, please.

I know you're doing some research, so once ready, please reply all to schedule a site visit with The Reef HOA folks. Thanks.

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

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

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this “Agreement”) is made and entered into as of the Effective Date (as defined below) between the Twin Creeks North Community Development District, a special purpose government entity authorized by Chapter 190 of the Florida Statutes, whose District Manager’s address mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“Twin Creeks CCD”), Reef at Beachwalk Homeowners Association, Inc., a Florida non-profit corporation whose mailing address is P.O. Box 12412, Tallahassee, Florida 32317 (“Reef HOA”), and Lennar Homes, LLC, a Florida limited liability company whose address is 700 NW 107th Avenue, Suite 400, Miami, Florida 33172 (“Lennar”). In this Agreement Twin Creeks CCD, Reef HOA and Lennar are each referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Lennar served as one of the developers for the construction of the Beachwalk community residential subdivision project located off of County Road 210, Saint Johns, Florida 32259 (the “Project”).

WHEREAS, Lennar contracted with The Tree Amigos Outdoor Services, Inc. (“Tree Amogos”) to install a reclaimed water irrigation system to serve certain properties within the Project.

WHEREAS, on or about June 20, 2023, Twin Creeks CCD alleged the reclaimed water irrigation system served both the Twin Creeks CCD and the Reef HOA properties with Reef HOA paying all costs associated with the system including water usage and the electrical system since February 2019. Twin Creeks CCD further alleged it was Lennar’s responsibility to initially install a reclaimed water irrigation system for the two impacted properties that would have clearly established a method of separate accountability for costs related to reclaimed water usage (the “Claim”).

WHEREAS, Twin Creeks CCD requested mitigation from Lennar and requested: 1) Reimbursement by Lennar to Twin Creeks CCD in the amount of \$3,126.00 for instillation of the controller; and 2) Reimbursement by Lennar to Reef HOA for a portion of costs for past usage, repair and maintenance of the reclaimed water system in the amount of \$40,000.00.

WHEREAS, Lennar denies liability for any and all allegations made in the Claim.

WHEREAS, the Parties voluntarily and with full knowledge of their respective rights and the provisions herein, having the benefit of the advice of counsel, now desire to forever settle, compromise, and dispose of any and all claims that they have or may have against each other at any time relating in any way to the Claim pursuant to the terms and conditions set forth in this Agreement with the intention that this Agreement shall be fully binding on the Parties and all of their respective successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the Parties agree as follows:

INCORPORATION OF RECITALS. The Parties agree that the foregoing recitals are true and correct and are incorporated into this Agreement by this reference.

DEFINITIONS. Numerous capitalized and/or underlined terms are defined throughout this Agreement. In addition to those defined terms, the terms listed and defined below shall have the meanings given when used in this Agreement:

“Effective Date” means the date that the signature of the last Party to sign this Agreement is affixed to the signature page of this Agreement.

“Person” means any natural or legal person, including but not limited to any corporation, partnership, association, joint venture, trust, any corporate entity of any kind, any class or group of persons, or any federal, state, or local governmental or quasi-governmental body or political subdivision, department, agency or instrumentality thereof.

“Party” or “Parties” shall include the entity’s predecessors, successors, assigns, beneficiaries, affiliates, parents, subsidiaries, partners, members, managing members, administrative members, joint ventures, sureties, bonding companies, stockholders, shareholders, officers, directors, agents, employees, attorneys, insurers, and reinsurers.

SETTLEMENT PAYMENT TO CLAIMANT. Lennar will pay Twin Creeks CCD, Three Thousand One Hundred and Twenty-Six Dollars (\$3,216.00) (“Twin Creeks Settlement”) pursuant to the delivery terms stated herein. Upon Twin Creeks CCD’s Counsel’s receipt of the Twin Creeks Settlement Payment, Twin Creeks CCD’s Counsel shall have the sole and absolute responsibility for the distribution of the Twin Creeks Settlement Payment to Twin Creeks CCD. Twin Creeks CCD, through delivery to Twin Creeks CCD’s Counsel, shall accept the Twin Creeks Settlement Payment in trust for Twin Creeks CCD and the Members. Lennar shall not have responsibility or duty to ensure, undertake, or cause repairs to be performed which may be necessary or prudent for the remediation of the Claim. Other than the requirements set forth in this paragraph, Lennar shall not be required to make any other payments or offer any further consideration to Twin Creeks CCD. The Twin Creeks Settlement Payment, when made, shall constitute adequate and complete consideration for the full, complete and final satisfaction of the dispute, and the Released Claims (as hereafter defined). The receipt of executed counterparts from all Parties pursuant to this Agreement is an express condition precedent to remittance of the Twin Creeks Settlement Payment to Twin Creeks CCD’s Counsel. Lennar’s agreement to provide the Twin Creeks Settlement Payment to Twin Creeks CCD is not an admission of liability on the part of Lennar, nor may it be deemed as such.

Lennar will pay Reef HOA, Forty Thousand Dollars (\$40,000.00) (“Reef Settlement”) pursuant to the delivery terms stated herein. Upon Reef HOA’s Counsel’s receipt of the Reef Settlement Payment, Reef HOA’s Counsel shall have the sole and absolute responsibility for the distribution of the Reef Settlement Payment to Reef HOA. Reef HOA, through delivery to Reef HOA’s Counsel, shall accept the Reef Settlement Payment in trust for Reef HOA and the Members. Lennar shall not have responsibility or duty to ensure, undertake, or cause repairs to be performed which may be necessary or prudent for the remediation of the Claim. Other than the requirements set forth in this paragraph, Lennar shall not be required to make any other payments or offer any further consideration to Reef HOA. The Reef Settlement Payment, when made, shall

constitute adequate and complete consideration for the full, complete and final satisfaction of the dispute, and the Released Claims (as hereafter defined). The receipt of executed counterparts from all Parties pursuant to this Agreement is an express condition precedent to remittance of the Reef Payment to Reef HOA's Counsel. Lennar's agreement to provide the Reef Settlement Payment to Reef HOA is not an admission of liability on the part of Lennar, nor may it be deemed as such

DELIVERY OF SETTLEMENT PAYMENT. No later than forty-five (45) days after the Effective Date, Lennar shall deliver the Twin Creeks Settlement Payment and the Reef Settlement Payment to Law Offices of Billing, Cochran, Lylers, Mauro & Ramsey, P.A. Trust Account ("Trust Account") c/o Susan F. Delegal, Esq., at 515 East Las Olas Boulevard, 6th Floor, Fort Lauderdale, Florida 33301.

AUTHORITY OF THE BOARD. Reef HOA and Twin Creeks CCD, through each or their respective Board of Directors, represent and warrant that Reef HOA and Twin Creeks CCD obtained the requisite authority to enter into and execute this Agreement and ratify the Agreement on behalf of Reef HOA and Twin Creeks CCD, and each of its Members.

TWIN CREEKS GENERAL RELEASE. In consideration of the mutual promises provided in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Twin Creeks CCD, on its own behalf and, to the fullest extent permissible by law, on behalf of the Members, owners, agents, insurers, and each of their successors, representatives and assigns (collectively referred to herein as the "Twin Creeks Releasing Parties"), does hereby fully release, acquit, hold harmless and forever discharge Lennar Homes, LLC, Lennar Corporation and any and all of their respective affiliates, subsidiaries, developers, subcontractors, declarants, employees, agents, heirs, attorneys, members, shareholders, owners, directors, lenders, officers, managers, principals, subsidiaries, parents, qualifying agents, predecessors, successors, assigns, insureds, insurers, reinsurers, sureties, representatives, trustees, and representatives of any kind (collectively referred to herein as the "Released Parties"), of and from all past, present, and future claims, counts, demands, rights, liabilities, damages (including consequential, incidental, punitive, special, or other), injuries, actions, suits, accounts, debts, sums of money, covenants, contracts (oral or written), controversies, agreements, warranties, violations, statutory violations, building code violations, promises, misrepresentations, fraud, fraud in the inducement, unfair or deceptive trade practices, concealment, failure to communicate, disclosure, failure to disclose, negligence, negligent design, negligent misrepresentation, act, omission, deceit, representations, rights of restitution, rights of rescission, confession of judgment, breach of the duty to defend, breach of the duty to indemnify, claims of common law and statutory bad faith, claims for declaratory relief, additional insured rights/status, reservation of rights, contractual claims, unfair claims handling or any other insurer misconduct, breach of contract, claims for property damage, personal property, loss of use, medical expenses, personal injury, bodily injury, and for any tort, and any action and cause of action, and any other losses or damages whatsoever, at law or equity, including but not limited to claims founded in contract, tort, contribution, subrogation, indemnity, statute or otherwise, including any and all related attorney's fees and costs, that Twin Creeks CCD ever had, now has, or that any officer, director, representative, successor, or assign of Twin Creeks CCD can, shall or may have, against the Released Parties, whether accrued or not accrued, known or unknown, patent or latent, asserted or unasserted, liquidated or unliquidated, fixed or contingent, at law or in equity, arising from, or relating in any manner, directly or indirectly, to the Claim, (the "Released Claims"). As of the date of this Agreement,

Twin Creeks CCD has not discovered any additional claims beyond those relating to the Claim. This release, however, shall not release any Party from any obligation set forth in this Agreement.

REEF HOA GENERAL RELEASE. In consideration of the mutual promises provided in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Reef HOA, on its own behalf and, to the fullest extent permissible by law, on behalf of the Members, owners, agents, insurers, and each of their successors, representatives and assigns (collectively referred to herein as the “Reef HOA Releasing Parties”), does hereby fully release, acquit, hold harmless and forever discharge Lennar Homes, LLC, Lennar Corporation and any and all of their respective affiliates, subsidiaries, developers, subcontractors, declarants, employees, agents, heirs, attorneys, members, shareholders, owners, directors, lenders, officers, managers, principals, subsidiaries, parents, qualifying agents, predecessors, successors, assigns, insureds, insurers, reinsurers, sureties, representatives, trustees, and representatives of any kind (collectively referred to herein as the “Released Parties”), of and from all past, present, and future claims, counts, demands, rights, liabilities, damages (including consequential, incidental, punitive, special, or other), injuries, actions, suits, accounts, debts, sums of money, covenants, contracts (oral or written), controversies, agreements, warranties, violations, statutory violations, building code violations, promises, misrepresentations, fraud, fraud in the inducement, unfair or deceptive trade practices, concealment, failure to communicate, disclosure, failure to disclose, negligence, negligent design, negligent misrepresentation, act, omission, deceit, representations, rights of restitution, rights of rescission, confession of judgment, breach of the duty to defend, breach of the duty to indemnify, claims of common law and statutory bad faith, claims for declaratory relief, additional insured rights/status, reservation of rights, contractual claims, unfair claims handling or any other insurer misconduct, breach of contract, claims for property damage, personal property, loss of use, medical expenses, personal injury, bodily injury, and for any tort, and any action and cause of action, and any other losses or damages whatsoever, at law or equity, including but not limited to claims founded in contract, tort, contribution, subrogation, indemnity, statute or otherwise, including any and all related attorney’s fees and costs, that Reef HOA ever had, now has, or that any officer, director, representative, successor, or assign of Reef HOA can, shall or may have, against the Released Parties, whether accrued or not accrued, known or unknown, patent or latent, asserted or unasserted, liquidated or unliquidated, fixed or contingent, at law or in equity, arising from, or relating in any manner, directly or indirectly, to the Claim, (the “Released Claims”). As of the date of this Agreement, Reef HOA has not discovered any additional claims beyond those relating to the Claim. This release, however, shall not release any Party from any obligation set forth in this Agreement.

BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of each Party hereto, its successors and assigns.

SEVERABILITY. If any provision, clause or part of this Agreement or the application thereof under certain circumstances is held invalid, or unenforceable, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

INTEGRATION. Each Party warrants that no promise, inducement, or agreement not expressed herein has been made in connection with this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces all prior negotiations or

proposed agreements, written or oral. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the Parties and their respective heirs, legal and personal representatives, successors and assigns.

COUNTERPARTS; HEADINGS. This Agreement may be executed by telecopy, PDF, or other electronic transmission. The execution of any telecopied original, or PDF or other electronically submitted copy of an original, shall be deemed to be the equivalent of the execution of an original. Any copy of this Agreement, executed as described above, shall be deemed an original for all purposes. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. The headings used in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision in it.

WAIVER OF JURY TRIAL: THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY RELATED DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO, OR TO ANY RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

NO ADMISSION OF LIABILITY. This Agreement represents a compromise and settlement of disputed claims. Nothing herein shall be deemed to be an admission or acknowledgment of fault and/or liability on the part of the any of the Parties.

PROHIBITION ON RECORDING OR FILING. This Agreement shall not be recorded in the public records of any county in the State of Florida or elsewhere, nor shall it be filed in any court or arbitration file unless it becomes necessary for the Parties to enforce its terms, and to the extent allowed, the Agreement shall be filed under seal. The Agreement is a record of the Associations that may be reviewed by their members, owners, or authorized representatives.

USE OF SETTLEMENT PAYMENT. Twin Creeks CCD and Reef HOA agree that the Twin Creeks Settlement Payment and Reef Settlement Payment may be used to repair the Claim. The Parties agree that Twin Creeks CCD and Reef HOA are solely responsible for repairing/addressing the Claim and that there are no third-party beneficiaries to this Agreement of any nature whatsoever.

NON-DISPARAGEMENT. Twin Creeks CCD and Reef HOA shall not publish or communicate to any person, entity or otherwise, or in any public or private forum any remarks, comments or statements (written or oral) that denigrate or disparage Lennar. Twin Creeks CCD and Reef HOA agree to take reasonable steps to notify each of their respective members of this Non-Disparagement provision.

UNDISCLOSED LIABILITIES. Twin Creeks CCD and Reef HOA further represent and warrant that as of the Effective Date (as defined below) of this Agreement that Twin Creeks CCD and Reef HOA (a) have no knowledge of (i) any other claims, threatened claims, accrued claims, or damages, with respect to Lennar, Twin Creeks CCD and Reef HOA or the Project whether arising in law or in equity, other than the Claim, or (ii) either directly or indirectly, any claims attributable to latent defects at the Project; (b) are the only holders of the Released Claims; and (c) have not assigned any claim relating to the Claim, the Released Claims, the Project, or any other claim which is the subject matter of this Agreement to any person, natural or otherwise, not a Party hereto.

ABSENCE OF CONFLICTING AGREEMENTS. The Parties represent and warrant that neither the execution, delivery or performance of this Agreement, nor the obligations, payments or any other transaction contemplated by this Agreement, does or will: (a) conflict with, nor result in a breach of, or constitute a default under, (i) any obligation, contract, agreement, arrangement, commitment or plan to which the Party is bound; or (ii) any federal, state or local law, statute, ordinance, rule or regulation, or any court or administrative order or process; or (b) require the (i) consent, waiver, approval, permit, license, clearance or authorization of, or any declaration or filing with, any court or public agency or other authority, or (ii) the consent of any other person or entity whatsoever.

ARBITRATION. This Agreement has been delivered in the State of Florida and shall be governed, construed and enforced in accordance with the laws of the State of Florida. The Parties specifically agree that any dispute arising from or related to this Agreement shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration. All decisions respecting the arbitrability of any dispute shall be decided by the arbitrator. If a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings.

INTERPRETATION. In entering into this Agreement, the Parties relied upon, or had the opportunity to rely upon, the advice of an attorney of their own choice. The Parties further agree and acknowledge that they have completely read the terms of this Agreement, and fully understand and voluntarily accept the terms set forth herein. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafter shall not be employed in the interpretation or construction of this Agreement, or any amendments hereto.

NO WAIVER. The rights of the Parties under this Agreement are to be considered cumulative, and the failure on the part of any Party to exercise or enforce properly or promptly any rights arising out of this Agreement shall not operate to forfeit or serve as a waiver of any of those or other rights. The waiver by one Party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

FEES AND COSTS. The Parties shall bear their own attorneys' fees, expenses, and costs incurred with respect to the preparation and execution of this Agreement.

MISCELLANEOUS. The Parties further agree as follows:

- a. the Parties acknowledge and agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable. The Parties further acknowledge and agree that: (a) each Party has had the opportunity to consult with, and has in fact consulted with, such professionals, experts and legal counsel of its choice as such Party may have desired with respect to all matters settled and resolved herein; (b) each Party has participated fully in the negotiation and preparation of this Agreement; and (c) each Party has carefully reviewed this Agreement and is entering into same freely. Accordingly, this Agreement shall not be more strictly construed against any Party;
- b. each Party hereto shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by any other Party in order to carry out the provisions and purposes of this Agreement;
- c. each Party represents and warrants that it has the full power and authority to enter into this Agreement. Each Party further represents and warrants that the individual executing this Agreement has the full authority and capacity to do so and to bind the entities on whose behalf he or she signs;
- d. this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles;
- e. this Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but a complete set of which taken together shall constitute one and the same instrument; any of the Parties hereto may execute this Agreement by signing any such counterpart or counterparts. Electronically mailed digital copies and/or faxed copies shall be deemed originals for all purposes, including enforcement;
- f. the section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements or representations set forth herein, or limit the provisions or scope of any section herein;
- g. no modification of this Agreement shall be valid or effective unless it is in writing and signed by the Parties;
- h. this Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other

Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law;

- i. no delay or omission by either party to exercise any right under this Agreement shall impair any such right, nor shall it be construed to be a waiver thereof. No waiver of any single breach or default under this Agreement shall be deemed a waiver of any other breach or default. No waiver, consent, or approval under this Agreement shall be effective unless it is in writing;

ENTIRE AGREEMENT. This Agreement constitutes the full and entire agreement and understanding between the Parties with respect to the subject matter herein and there are no agreements, representations, or warranties except as specifically set forth herein. All prior discussions, negotiations, letters, demands and writings of any kind are fully merged into this Agreement and are to be construed to be of no further force or effect, it being the intention of the parties that this Agreement shall serve as the sole and entire expression of their Agreement and understanding.

Twin Creeks North Community Development District

By: _____
Name: _____
Title: _____
Date: _____

The Reef at Beachwalk Homeowners Association, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Lennar Homes, LLC

By: _____

Name: _____

Title: _____

Date: _____



Quotation

Quote #: 201996

Date: 12/13/2023

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

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

This quote is valid until: 01/12/2024

| Description | Common Name | Quantity | Price | Ext Price |
|--|-------------|----------|----------|-----------|
| Install Flow Sensors, Sensor Decoders and Rainbird IQ Cell Card in Existing Controller | | | | |
| (2) Rainbird 2" flow sensors | | 2.00 | 925.00 | 1,850.00 |
| (1) Rain Sensor Decoder | | 1.00 | 1,400.00 | 1,400.00 |
| (1) Rainbird 4G IQ cell card | | 1.00 | 2,700.00 | 2,700.00 |

Notes

Cell card comes with a one year subscription. After the first year there will be a \$150.00 annual fee.

Total: **\$5,950.00**

Approved: _____

Date: _____

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

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

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

4A

Twin Creeks North

COMMUNITY DEVELOPMENT DISTRICT

Stormwater Inspection Report

Prepared for:

**BOARD OF SUPERVISORS
TWIN CREEKS NORTH CDD**

January 16, 2024



**13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224
Ph (904) 739-3655 - Fax (904) 739-3413
Cert. Of Auth. 00004050**

TABLE OF CONTENTS

| | <u>Page</u> |
|--------------------------|-------------|
| TABLE OF CONTENTS | ii |
| ATTACHMENTS..... | iii |
| 1.0 INTRODUCTION | 4 |
| 2.0 GENERAL | 4 |
| 3.0 Recommendations..... | 4 |

1.0 INTRODUCTION

The Twin Creeks North Community Development District ("CDD" or the "District") is a local special purpose government entity established on March 17, 2016. The District contains approximately 829.39 acres of land located within parts of Sections 3, 4, 9, 10, 16 and portion of Section 46 Joseph Peavett Grant, Township 5 South, Range 28 East in St Johns County, Florida. The District provides a long-term solution to the operation and maintenance of the community stormwater facilities.

2.0 GENERAL

Prosser as the District Engineer was requested by the board to conduct a general visual inspection of the stormwater management facilities to determine the condition of the ponds and identify potential maintenance items that require correction.

Stormwater Facilities

The stormwater service area includes the District boundary and consists of 11 stormwater ponds to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods. The storm sewer conveyance system will remove surface drainage from the roadways via curb and gutter, swales/ditches, storm inlets and culvert pipes that will collect and convey surface drainage to proposed stormwater detention ponds.

The stormwater pond inspections were conducted by staff and a copy provided under the Attachment 2.

3.0 RECOMMENDATIONS

Provided within each Stormwater Pond Inspection Report.

ATTACHMENTS

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| 1 | <i>CDD Master Stormwater Management System</i> |
| 2 | <i>Stormwater Pond Inspection Reports</i> |

P:\1111013-34-TWIN CREEKS NORTH CDD\CADD\EXHIBITS\111013_34_Stormwater Irrigation Management.dwg [STRMWR IRR] 6/20/2022 2:11:28 PM Ryan Streepey

LEGEND

- CDD STORMWATER MANAGEMENT
- POA STORMWATER MANAGEMENT



0 400 800

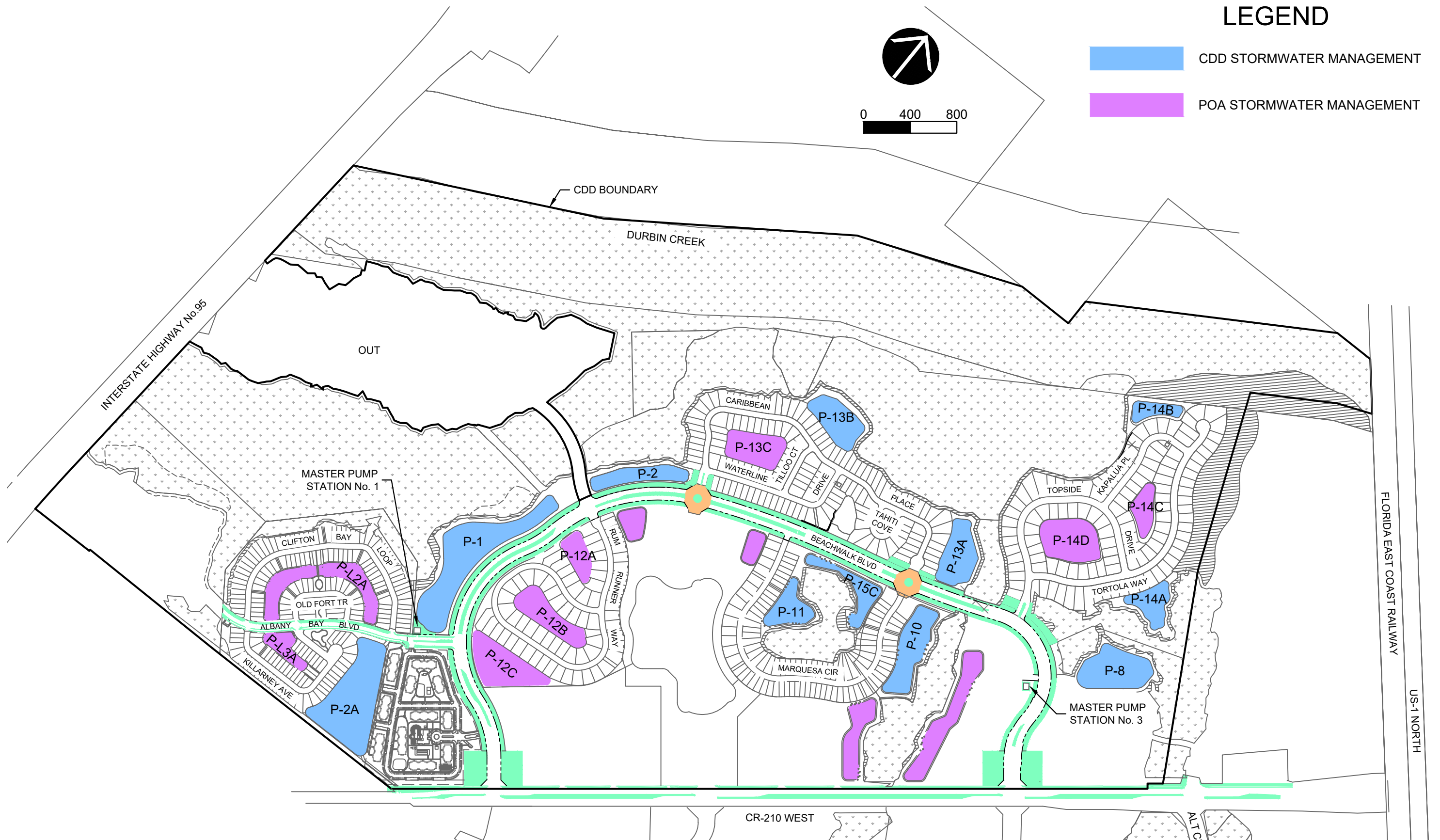


EXHIBIT 1
MASTER STORMWATER MANAGEMENT SYSTEM
TWIN CREEKS NORTH CDD

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Boulevard (P-1) Inspection Date: 11/27/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF- P-1

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|--|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | MES Submerged |
| Spillway clear of obstructions and debris | X | | | X | Remove Debris/vegetation from Spillway#2 |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | | X | | X | |
| Within Embankment | X | | | X | Functioning |
| Structure Overall Condition | X | | | X | Good Clear of Debris |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | X | | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | X | | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | X | | X | | |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|-----|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | | X | | X | |
| Evidence of Trash and/or Debris | | X | | X | |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | | X | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-1 Outfall Structure Spillway #1 (Foreground) and Spillway #2 (Beyond)



P-1 Outfall Spillway #1



P-1 Control Structure

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-1 Spillway #2

Remove Debris/vegetation.



P-1

Overall view, Facing South

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Boulevard (P-2) Inspection Date: 11/27/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF- P-2

Stormwater Management Facility Type:

 X Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|--------------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | X | | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | X | | | X | Good Clear of Debris |
| Evidence of Structure Settlement | X | | | X | |
| Interior Debris Removal Necessary | X | | | X | |
| Orifice Unobstructed & Functional | X | | | X | Clear and functioning properly |
| Weir Unobstructed & Functional | | X | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | X | | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | X | | X | | Remove overgrown vegetation. |
| Other: | | | | | |
| | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|-----|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | | X | | X | |
| Evidence of Trash and/or Debris | | X | | X | |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | | X | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-2
Control Structure



P-2
Weir clear/functional.



P-2
Outfall MES- removal of overgrown
debris/vegetation.

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Boulevard (P-2A) Inspection Date: 11/27/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: **SWMF- P-2A**

Stormwater Management Facility Type:

 X Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|-------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | N/A |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Interconnected with P-1 |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | N/A |
| Water's Edge | | X | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | | X | | X | |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | | X | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | | X | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|-----|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | | X | | X | |
| Evidence of Trash and/or Debris | | X | | X | |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | | X | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High-Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-2A

Overall, View Facing South



P-2A

View Facing East



P-2A

View Facing West

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 8 (Pond P-8)

Inspection Date: 11/07/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: **SWMF- P-8**

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|--------------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | |
| Undesirable vegetative growth | X | | X | | Grass overgrown around pond |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | X | | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | X | | | X | Good Clear of Debris |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | X | | | X | Clear and functioning properly |
| Weir Unobstructed & Functional | X | | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | X | | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | | X | | X | |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|---|---|---------------------|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | | X | | X | |
| Evidence of Trash and/or Debris | | X | | X | |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | | X | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | X | | Pond Bank Overgrown |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-8

View Facing Northeast



P-8 Control Structure

Lake Vegetation to be Removed.



P-8

Spillway Structure/Skimmer Clear of Debris & Functional.

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 10-11 (P-10)

Inspection Date: 11/07/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: **SWMF- P-10**

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|-----------------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Pond Interconnected P-15C & P-13A |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | | X | | X | |
| Within Embankment | X | | | X | Clear & Functional |
| Structure Overall Condition | X | | | X | Good |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | X | | | X | Clear & Functional |
| Trash Bars Unobstructed & Functional | | X | | X | N/A |
| Skimmer Secure / Functional | | X | | X | |
| Outfall End Section Protection Required | | | | | N/A |
| Outfall End Section free of Vegetation | | | | | N/A |
| Other: | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|-----------------------|
| | | | | | |
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | | X | | X | |
| Evidence of Trash and/or Debris | | X | | X | |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | | X | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | | X | | X | |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | X | | | | Remove resident gator |
| Other: | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-10 View Facing East



P-10 View Facing South



P-10

Control Structure/Orifice Clear of Debris

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 10-11 (P-11)

Inspection Date: 11/07/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: **SWMF- P-11**

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|------------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | N/A |
| Spillway clear of obstructions and debris | X | | | X | N/A |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Pond Interconnected to P-15C |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | N/A |
| Water's Edge | | X | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | | X | | | |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | | X | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | | X | | X | |
| Outfall End Section Protection Required | | | | | N/A |
| Outfall End Section free of Vegetation | | | | | N/A |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|-----|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | | X | | X | |
| Evidence of Trash and/or Debris | | X | | X | |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | | X | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | | X | | X | |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-11 View Facing North



P-11 View Facing Northwest

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 10-11 (P-15C)

Inspection Date: 11/07/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: **SWMF- P-15C**

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | Clear & Functional |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Interconnected to P-10 |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | N/A |
| Water's Edge | | | | | |
| Within Embankment | | | | | |
| Structure Overall Condition | | X | | | N/A |
| Evidence of Structure Settlement | | X | | | |
| Interior Debris Removal Necessary | | X | | | |
| Orifice Unobstructed & Functional | | X | | | N/A |
| Weir Unobstructed & Functional | | X | | | |
| Trash Bars Unobstructed & Functional | | | | | N/A |
| Skimmer Secure / Functional | | X | | | |
| Outfall End Section Protection Required | | X | | | N/A |
| Outfall End Section free of Vegetation | X | | | X | Clear & Functional |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|---|---|---|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | X | | Unusual Algae Bloom Maintenance Required |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | | X | |
| Sediment Accumulation at MES | X | | | X | Structure Not Visible |
| Abnormally High Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | X | | X | | Unusual Algae Bloom |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-15C, View Facing West
Spillway Structure clear of Debris.



P-15C
Riprap at Outfall Structure.



P-15C, View Facing West
Algae Bloom

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 12 (P-12A) Inspection Date: 11-16-23

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF- P-12A

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|------------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | N/A |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Pond Interconnected to P-12B |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | | X | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | | X | | X | |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | | X | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | | X | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| C. Permanent Pool (wet ponds) | | | | | |
|---------------------------------------|---|---|--|---|------------------------------|
| Undesirable Aquatic Vegetative Growth | | X | | X | Mild no maintenance required |
| Evidence of Trash and/or Debris | | X | | X | |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | | X | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | | X | | X | |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-12A

View Facing Southeast



P-12A

View Facing Northeast

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 12 (P-12B) Inspection Date: 11-16-23

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF- P-12B

Stormwater Management Facility Type:

 X Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|-------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | N/A |
| Undesirable vegetative growth | | X | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Interconnected to P-12C |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | | X | | X | |
| Within Embankment | X | | | X | |
| Structure Overall Condition | X | | | X | Good |
| Evidence of Structure Settlement | X | | | X | |
| Interior Debris Removal Necessary | X | | | X | |
| Orifice Unobstructed & Functional | X | | | X | |
| Weir Unobstructed & Functional | X | | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | N/A |
| Skimmer Secure / Functional | | X | | X | N/A |
| Outfall End Section Protection Required | X | | | X | |
| Outfall End Section free of Vegetation | | X | | X | Submerged, P-1 |
| Other: | | | | | |
| | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|-----|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | | X | |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | X | | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-12B

View Facing Southeast



P-12B

View Facing Northwest



P-12B Control Structure Clear and Functional.

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 12 (P-12C) Inspection Date: 11-16-23

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF- P-12C

Stormwater Management Facility Type:

 X Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|-------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | | X | | X | N/A |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Interconnected to P-12B |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | | X | | X | N/A |
| Within Embankment | | X | | X | N/A |
| Structure Overall Condition | | X | | X | |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | | X | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | | X | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| C. Permanent Pool (wet ponds) | | | | | |
|---------------------------------------|---|---|--|---|-----|
| Undesirable Aquatic Vegetative Growth | X | | | X | |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | | X | | X | |
| Unusual Algae Bloom/Coverage | X | | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-12C

View Facing Southeast



P-12C

View Facing Northeast

(Yard-Clippings in water surface)

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 13 (P-13A) Inspection Date: 11/07/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF- P-13A

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|--|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | X | | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | X | | | X | Good Clear of Debris |
| Evidence of Structure Settlement | X | | | X | |
| Interior Debris Removal Necessary | X | | | X | |
| Orifice Unobstructed & Functional | X | | | X | N/A |
| Weir Unobstructed & Functional | X | | | X | Clear and functioning properly |
| Trash Bars Unobstructed & Functional | X | | | X | |
| Skimmer Secure / Functional | X | | | X | Secure and Functioning |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | X | | X | | |
| Other: | | | | | Outfall overgrown, maintenance required. |
| | | | | | |

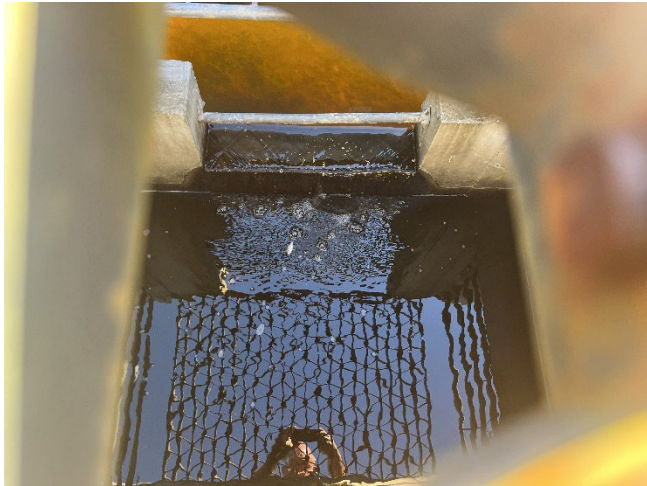
INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|-----|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | | X | |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-13A
Orifice Functioning Properly



P-13A
Skimmer Secure/Functional



P-13A
Outfall Mitered end section/riprap.
(Overgrown Maintenance required)

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 13 (P-13B)

Inspection Date: 11/27/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: **SWMF- P-13B**

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|---|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | X | | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | X | | | X | Clear and Remove Debris |
| Evidence of Structure Settlement | X | | X | | |
| Interior Debris Removal Necessary | X | | X | | |
| Orifice Unobstructed & Functional | X | | X | | Replace Orifice Cap, Clear Outfall of Debris and Vegetation |
| Weir Unobstructed & Functional | X | | X | | Remove weeds |
| Trash Bars Unobstructed & Functional | X | | | X | |
| Skimmer Secure / Functional | | X | | X | N/A |
| Outfall End Section Protection Required | X | | | X | |
| Outfall End Section free of Vegetation | X | | X | | Remove vegetation |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|---|---|---------------------------------------|
| | | | | | |
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | | X | |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High-Water Level | X | | X | | Orifice blocked, Maintenance Required |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | X | | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-13B

Replace Orifice Cap.

Orifice Not Functioning, Maintenance Required



P-13B

Remove weeds from structure.



P-13B

MES-Remove Weeds/Debris from outfall.

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 13 (P-13C)

Inspection Date: 11/27/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: **SWMF- P-13C**

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|---|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | | X | | X | |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | X | | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | X | | | X | Good, Clear of Debris |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | X | | X | | Replace Orifice Cap, Maintenance Required |
| Weir Unobstructed & Functional | X | | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | X | | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | X | | | X | |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|-----|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | | X | | X | |
| Evidence of Trash and/or Debris | | X | | X | |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | | X | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | | X | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-13C
Replace Orifice Cap
Maintenance Required



P-13C
Control Structure



P-13C
View Facing South

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 14 (P-14A) Inspection Date: 11/01/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF (P-14A)

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|---|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | X | | |
| Slope Erosion/Slumping | X | | X | | Repair washout and erosion on eastern pond bank behind lot # 55 |
| Erosion/Undercutting around Structures (MES / End-wall) | X | | | X | |
| Spillway clear of obstructions and debris | | X | | X | |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | X | | | X | |
| Evidence of Animal Burrows | X | | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | X | | X | | Maintenance Required remove debris and vegetation |
| Within Embankment | | X | | X | N/A |
| Structure Overall Condition | | X | | | |
| Evidence of Structure Settlement | | X | | | |
| Interior Debris Removal Necessary | X | | | | Remove Debris/Vegetation from inside structure. |
| Orifice Unobstructed & Functional | X | | X | | Maintenance Required remove debris and vegetation |
| Weir Unobstructed & Functional | X | | | X | |
| Trash Bars Unobstructed & Functional | | X | | | |
| Skimmer Secure / Functional | | X | | | |
| Outfall End Section Protection Required | | X | | | |
| Outfall End Section free of Vegetation | X | | X | | Maintenance Required |

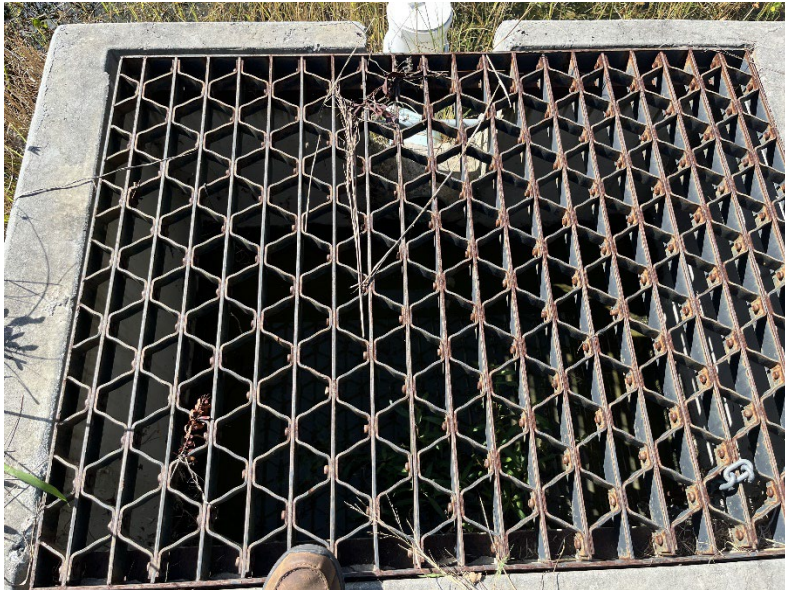
INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|---|---|----------------------|
| Other: | | | | | |
| | | | | | |
| | | | | | |
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | X | | Maintenance Required |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | X | | Maintenance Required |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | | |
| Fences/Gates are adequate | | X | | | |
| Signage Condition | | X | | | |
| Other: | | X | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | X | | | X | |
| Graffiti Removal Required | X | | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-14A

Remove debris/vegetation from inside structure. Clear debris/vegetation from around orifice to allow proper drainage/operation.



P-14A

Bank erosion/washout

View Facing Northeast near Lot #55

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 14 (P-14B) Inspection Date: 11/01/2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF (P-14B)

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|--|-----------|----|----------------------|----|--|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | X | | |
| Slope Erosion/Slumping | X | | X | | Erosion washout possible irrigation/pipe leak behind lots 31 & 33. |
| Erosion/Undercutting around Structures (MES/ End-wall) | X | | | X | |
| Spillway clear of obstructions and debris | X | | | X | |
| Undesirable vegetative growth | X | | X | | Maintenance Required |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | X | | X | | Maintenance Required |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | X | | X | | |
| Within Embankment | | X | | X | N/A |
| Structure Overall Condition | X | | X | | Maintenance Required |
| Evidence of Structure Settlement | X | | | X | |
| Interior Debris Removal Necessary | X | | | X | |
| Orifice Unobstructed & Functional | X | | X | | Remove vegetation and debris near/around orifice. |
| Weir Unobstructed & Functional | X | | | X | |
| Trash Bars Unobstructed & Functional | X | | | X | |
| Skimmer Secure / Functional | | X | | X | N/A |
| Outfall End Section Protection Required | X | | | X | |
| Outfall End Section free of Vegetation | X | | | | Maintenance Required- Over Grown Vegetation |
| Other: | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|---|---|--------------------------------------|
| | | | | | |
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | X | | |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | X | | | X | |
| Evidence of Shoreline erosion | X | | X | | Animal Damage (Hog rutting/grubbing) |
| Sediment Accumulation at MES | X | | | X | |
| Abnormally High Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | |
| Signage Condition | | X | | | |
| Other: | | X | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | X | | X | | Unusual Algae Bloom |
| Graffiti Removal Required | X | | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |

Overall Condition of Facility: Acceptable X Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-14B

Pond bank damage (Hog rooting/grubbing)



P-14B

Drainage washout behind lots 31 & 33

Pond slope repair, maintenance required

(Undesirable Aquatic Growth)



P-14B Control Structure Orifice

(Remove vegetation and debris near/around orifice)

(Undesirable Aquatic Growth)

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Parcel 14 (P-14C)

Inspection Date: 11-01-2023

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: **SWMF P-14C**

Stormwater Management Facility Type:

 X Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|---|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | X | | Near Lots 114 & 113 |
| Slope Erosion/Slumping | X | | X | | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | X | | Repair erosion near Lots 94 & 95 |
| Spillway clear of obstructions and debris | | X | | X | |
| Undesirable vegetative growth | X | | X | | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | X | | X | | Construction settlements/Debris removal |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | X | | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | X | | | X | Good (Clear of Debris) |
| Evidence of Structure Settlement | X | | | X | |
| Interior Debris Removal Necessary | X | | | X | |
| Orifice Unobstructed & Functional | X | | | X | |
| Weir Unobstructed & Functional | X | | | X | |
| Trash Bars Unobstructed & Functional | X | | | X | |
| Skimmer Secure / Functional | | X | | X | N/A |
| Outfall End Section Protection Required | | X | | X | |
| Outfall End Section free of Vegetation | X | | X | | Maintenance Required |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|---|---|---|
| | | | | | |
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | | X | |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | X | | Maintenance Required |
| Sediment Accumulation at MES | X | | X | | The vegetation/sediment removal at southern end of Pond 14C near MES. |
| Abnormally High-Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | X | |
| Signage Condition | | X | | X | |
| Other: | | X | | X | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | X | | Behind Lots 113&114 |
| Unusual Algae Bloom/Coverage | X | | X | | |
| Graffiti Removal Required | X | | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-14C

Overgrown vegetation on pond bank near lots 113 & 114.

Maintenance Required



P-14C

Construction sediments (Fill-dirt) in pond slope, maintenance required.



P-14C

Control structure

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-14C

Erosion washout in line with storm system. Maintenance Required

(Near lots 94 & 95.)

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 14 (P-14D) Inspection Date: 11/01/2023

Inspector Name(s) Bruce Brown

Ryan Weilersbacher

Stormwater Management Facility Name: **SWMF- P-14D**

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|--|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | X | | |
| Slope Erosion/Slumping | X | | X | | Mild erosion between lots 72 & 73 (Possible irrigation issue) |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | | X | | X | N/A |
| Undesirable vegetative growth | | X | | X | Entrance Culvert Structure |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Pond Interconnected with P-14C |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | | X | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | | X | | X | |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | | X | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | | X | | X | |
| Outfall End Section Protection Required | | X | | X | |
| Outfall End Section free of Vegetation | | X | | X | |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|---|---|------------------------------|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | | X | |
| Evidence of Trash and/or Debris | X | | X | | Litter/debris from pond bank |
| Evidence of invasive species | | X | | X | |
| Evidence of Shoreline erosion | X | | | X | |
| Sediment Accumulation at MES | X | | | X | |
| Abnormally High Water Level | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | | X | | | N/A |
| Fences/Gates are adequate | | X | | | |
| Signage Condition | | X | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | X | | Entrance Culvert |
| Unusual Algae Bloom/Coverage | X | | | X | |
| Graffiti Removal Required | X | | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-14D Entrance Culvert

Structure on Topside Drive at
entranceway. Across street from Lot #1

(Overgrown) Maintenance Required



P-14D

Mild erosion between lots 72 & 73

(Possible irrigation issue)



P-14D

View Facing South

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 15 (P-15A) Inspection Date: 11-16-23

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF- P-15A

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|---|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | | X | | X | |
| Undesirable vegetative growth | X | | | X | Vegetation high around pond bank needs additional maintenance |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Interconnected to P-2 & P-15B |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | N/A |
| Water's Edge | | X | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | | X | | X | |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | | X | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | | X | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | | X | | X | |
| Other: | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|---|---|----------------------------------|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | | X | Vegetation High around pond bank |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | Most see maintenance for access |
| Access to Control Structure(s) | | X | | X | N/A |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | X | | Maintenance Required |
| Unusual Algae Bloom/Coverage | X | | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-15A

View Facing Northeast



P-15A

View Facing Northwest

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

Project: Twin Creeks Beachwalk Parcel 15 P-15B

Inspection Date: 11-16-23

Inspector Name(s) Bruce Brown

Stormwater Management Facility Name: SWMF- P-15B

Stormwater Management Facility Type:

Wet Detention Dry Retention Underdrain Detention

| Item / Component | Inspected | | Requires Maintenance | | Comments |
|---|-----------|----|----------------------|----|-------------------------|
| | Yes | No | Yes | No | |
| A. Embankment | | | | | |
| Vegetation/Ground Cover | X | | | X | |
| Slope Erosion/Slumping | X | | | X | |
| Erosion/Undercutting around Structures (MES/End wall) | X | | | X | |
| Spillway clear of obstructions and debris | | X | | X | |
| Undesirable vegetative growth | X | | | X | |
| Encroachments by Building/Structures | | X | | X | |
| Evidence of Animal Burrows | | X | | X | |
| Other: | | | | | Interconnected to P-15A |
| | | | | | |
| | | | | | |
| B. Control Structure | | | | | |
| Structure Location | | | | | |
| Water's Edge | | X | | X | |
| Within Embankment | | X | | X | |
| Structure Overall Condition | | X | | X | |
| Evidence of Structure Settlement | | X | | X | |
| Interior Debris Removal Necessary | | X | | X | |
| Orifice Unobstructed & Functional | | X | | X | |
| Weir Unobstructed & Functional | | X | | X | |
| Trash Bars Unobstructed & Functional | | X | | X | |
| Skimmer Secure / Functional | | X | | X | |
| Outfall End Section Protection Required | | | | | |
| Outfall End Section free of Vegetation | | X | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS

| | | | | | |
|---------------------------------------|---|---|--|---|----------------------|
| C. Permanent Pool (wet ponds) | | | | | |
| Undesirable Aquatic Vegetative Growth | X | | | X | Maintenance Required |
| Evidence of Trash and/or Debris | X | | | X | |
| Evidence of invasive species | | X | | X | N/A |
| Evidence of Shoreline erosion | X | | | X | |
| Sediment Accumulation at MES | | X | | X | |
| Abnormally High Water Level | X | | | X | |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| D. Maintenance Access | | | | | |
| Access to Pond Perimeter | X | | | X | |
| Access to Control Structure(s) | X | | | X | |
| Fences/Gates are adequate | | X | | | N/A |
| Signage Condition | | X | | | N/A |
| Other: | | | | | |
| | | | | | |
| | | | | | |
| E. Aesthetics | | | | | |
| Vegetation Healthy | X | | | X | |
| Mowing Required | X | | | X | |
| Unusual Algae Bloom/Coverage | X | | | X | |
| Graffiti Removal Required | | X | | X | |
| Resident Complaints | | | | | |
| Other: | | | | | |
| | | | | | |
| | | | | | |

Overall Condition of Facility: X Acceptable Unacceptable

Additional Comments:

INSPECTION FORMS FOR STORMWATER MANAGEMENT SYSTEMS



P-15B

View Facing East



P-15B

View Facing Southeast



P-15B

View Facing Northeast

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

4B



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P1
 Estimate 5379
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at waters edge | 0 | LS | \$0.00 | \$0.00 |
| 3 | Clean Out Out Fall | 1 | LS | \$3,500.00 | \$3,500.00 |
| 4 | Orifice Remove Grass | 0 | LS | \$0.00 | \$0.00 |
| 5 | Remove Grass from weir | 0 | LS | \$0.00 | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$3,700.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P2
 Estimate 5378
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at waters edge | 0 | LS | \$0.00 | \$0.00 |
| 3 | Clean Out Out Fall | 1 | LS | \$2,500.00 | \$2,500.00 |
| 4 | Orifice Remove Grass | 0 | LS | \$0.00 | \$0.00 |
| 5 | Remove Grass from weir | 0 | LS | \$0.00 | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$2,700.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P2B
 Estimate 5376
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$600.00 | \$600.00 |
| 2 | Cut Grass at waters edge | 1 | LS | \$3,400.00 | \$3,400.00 |
| 3 | Grout Structure | 1 | LS | \$2,200.00 | \$2,200.00 |
| 4 | Orifice Remove Grass | 0 | LS | \$0.00 | \$0.00 |
| 5 | Remove Grass from weir | 0 | LS | \$0.00 | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$6,200.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P3
 Estimate 5376
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$500.00 | \$500.00 |
| 2 | Fix Tree | 1 | LS | \$150.00 | \$150.00 |
| 3 | Clean Out Stucture | 1 | LS | \$1,275.00 | \$1,275.00 |
| 4 | Grout Structure | 1 | LS | \$1,480.00 | \$1,480.00 |
| 5 | Remove Grass from weir | 0 | LS | \$0.00 | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$3,405.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P5
 Estimate 5375
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$600.00 | \$600.00 |
| 2 | Cut Grass at waters edge | 1 | LS | \$5,400.00 | \$5,400.00 |
| 3 | Clean Out Stuchure | 1 | LS | \$1,275.00 | \$1,275.00 |
| 4 | Orifice Remove Grass | 1 | LS | \$1,480.00 | \$1,480.00 |
| 5 | Remove Grass from weir | 1 | LS | \$960.00 | \$960.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$9,715.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P8
 Estimate 5380
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|-------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at waters edge | 1 | LS | \$6,400.00 | \$6,400.00 |
| 3 | Clean Out Out Fall | 1 | LS | \$3,500.00 | \$3,500.00 |
| 4 | Orifice Remove Grass | 1 | LS | \$450.00 | \$450.00 |
| 5 | Remove Grass from weir | 1 | LS | \$1,100.00 | \$1,100.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$11,650.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P13A
 Estimate 5381
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at MES / Rip RAP | 1 | LS | \$2,400.00 | \$2,400.00 |
| 3 | Clean Out Out Fall | 0 | LS | \$0.00 | \$0.00 |
| 4 | Orifice Remove Grass | 0 | LS | \$0.00 | \$0.00 |
| 5 | Remove Grass from weir | 0 | LS | \$0.00 | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$2,600.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P13B
 Estimate 5382
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at Waters Edge | 1 | LS | \$3,400.00 | \$3,400.00 |
| 3 | Clean Out Out Fall | 0 | LS | \$0.00 | \$0.00 |
| 4 | Orifice Remove Grass | 0 | LS | \$0.00 | \$0.00 |
| 5 | Remove Grass from outfall | 1 | LS | \$1,800.00 | \$1,800.00 |
| 6 | Install Orifice Cap | 1 | LS | \$75.00 | \$75.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$5,475.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P13C
 Estimate 5383
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at Waters Edge | 0 | LS | \$3,400.00 | \$0.00 |
| 3 | Clean Out Out Fall | 0 | LS | \$0.00 | \$0.00 |
| 4 | Orifice Remove Grass | 0 | LS | \$0.00 | \$0.00 |
| 5 | Remove Grass from outfall | 0 | LS | \$1,800.00 | \$0.00 |
| 6 | Install Orifice Cap | 1 | LS | \$75.00 | \$75.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$275.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P14A
 Estimate 5384
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at Waters Edge | 0 | LS | \$0.00 | \$0.00 |
| 3 | Clean Out Out Fall | 0 | LS | \$0.00 | \$0.00 |
| 4 | Orifice Remove Grass | 1 | LS | \$1,850.00 | \$1,850.00 |
| 5 | Remove Grass from outfall | 0 | LS | \$0.00 | \$0.00 |
| 6 | Install Orifice Cap | 0 | LS | \$0.00 | \$0.00 |
| 7 | Fix Wash Out lot #55 | 1 | LS | \$2,400.00 | \$2,400.00 |
| | | | | | |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$4,450.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in price LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P14B
 Estimate 5384
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | SOD | 1 | LS | \$2,500.00 | \$2,500.00 |
| 3 | Clean Out Out Fall | 0 | LS | \$0.00 | \$0.00 |
| 4 | Orifice Remove Grass | 1 | LS | \$350.00 | \$350.00 |
| 5 | Remove Grass from outfall | 0 | LS | \$1,800.00 | \$0.00 |
| 6 | Fix Wash Out | 1 | LS | \$2,500.00 | \$2,500.00 |
| | | | | | \$0.00 |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$5,550.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P14C
 Estimate 5385
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at Waters Edge lots 113-114 | 1 | LS | \$1,500.00 | \$1,500.00 |
| 3 | Clean Out Out Fall | 0 | LS | \$0.00 | \$0.00 |
| 4 | Orifice Remove Grass | 1 | LS | \$1,850.00 | \$1,850.00 |
| 5 | Remove Grass from outfall | 0 | LS | \$0.00 | \$0.00 |
| 6 | Install Orifice Cap | 0 | LS | \$0.00 | \$0.00 |
| 7 | Fix Wash Out lot #94 | 1 | LS | \$2,000.00 | \$2,000.00 |
| 8 | SOD item 7 | 1 | LS | \$1,100.00 | \$1,100.00 |
| | | | | | |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$6,650.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P14D
 Estimate 5386
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at Waters Edge | 0 | LS | \$0.00 | \$0.00 |
| 3 | Clean Out Out Fall | 1 | LS | \$1,200.00 | \$1,200.00 |
| 4 | Orifice Remove Grass | 1 | LS | \$1,850.00 | \$1,850.00 |
| 5 | Remove Grass from outfall | 0 | LS | \$1,800.00 | \$0.00 |
| 6 | Install Orifice Cap | 0 | LS | \$0.00 | \$0.00 |
| 7 | Fix Wash Out lot #72-73 | 1 | LS | \$3,500.00 | \$3,500.00 |
| 8 | SOD item 7 | 1 | LS | \$1,100.00 | \$1,100.00 |
| | | | | | |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$7,850.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in pirce LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |



Florida East Cost Construction
 Office 386-546-2665
 Cell 904-445-0421

Date 3/14/2024
 Project P15A
 Estimate 5386
 Owner Twin CreekSide

| Item | Description | QTY | UNIT | UNIT Cost | Total Cost |
|--------|---|-----|------|------------|------------|
| 1 | Remove Trash | 1 | LS | \$200.00 | \$200.00 |
| 2 | Cut Grass at Waters Edge lots 113-114 | 1 | LS | \$4,800.00 | \$4,800.00 |
| 3 | Clean Out Out Fall | 0 | LS | \$0.00 | \$0.00 |
| 4 | Orifice Remove Grass | 0 | LS | \$0.00 | \$0.00 |
| 5 | Remove Grass from outfall | 0 | LS | \$0.00 | \$0.00 |
| 6 | Install Orifice Cap | 0 | LS | \$0.00 | \$0.00 |
| 7 | Fix Wash Out lot #94 | 1 | LS | \$0.00 | \$0.00 |
| 8 | SOD item 7 | 1 | LS | \$0.00 | \$0.00 |
| | | | | | |
| | This price is only for the work listed | | | | \$0.00 |
| | above. If any other damage is found. | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | | | | | \$0.00 |
| | S | | | pg total | \$5,000.00 |
| Notes: | ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL | | | | |
| | BE ADDED TO THE INVOICE. | | | | |
| | NOT INCLUDED in price LIST BELOW | | | | |
| | MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, | | | | |

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

5



Quotation

Quote #: 201604

Date: 11/15/2023

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

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

This quote is valid until: 12/15/2023

| Description | Common Name | Quantity | Price | Ext Price |
|--|-------------|---------------|-----------|--------------------|
| Mulch Install | | | | |
| (1,650) yds Chocolate Hardwood Mulch installed at a depth of 2 inches. | | 1,650.00 | | |
| Total | | 1.00 | 92,235.00 | 92,235.00 |
| Notes | | | | |
| | | Total: | | \$92,235.00 |

Approved: _____

Date: _____

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

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

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

6A



Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 2/16/2024 | 96975 |

134 Poole Street
St. Augustine, FL 32095

| |
|---|
| Name / Address |
| Beachwalk Club 100 Beachwalk Club Dr. Saint Johns, FL 32259 |

| | |
|-----|---------------------|
| Rep | Terms |
| WWC | 50% Upfront Deposit |

| Item | Description | Qty | Rate | Total |
|----------------|---|-----|--------------|-------------|
| NITE-028 | Monument # 1 Commercial Grade Cast Brass PAR36 Above Ground Well Light - Aged Brass | 70 | 262.00 | 18,340.00 |
| NITE-442 | 12W PAR36 LED | 70 | 169.00 | 11,830.00 |
| NITE-004 | Spot Light - Aged Brass | 40 | 177.00 | 7,080.00 |
| NITE-4297W60 | 7W MR-16 SMD, Warm White, 60 Degree | 40 | 59.00 | 2,360.00 |
| NITE-124A | Commercial Stake w/ Brass Cap | 110 | 89.00 | 9,790.00 |
| NITE-206 | Field Install Photo Cell Kit Plug & Go | 3 | 79.00 | 237.00 |
| SOP-CM TRX-600 | SS Transformer 600w, 12-22v, Multi-Tap | 3 | 901.00 | 2,703.00 |
| NITE-800 | Covers Labor, Cable, Wire Connection and all other misc. parts per transformer | | 8,450.00 | 8,450.00 |
| | | | Total | \$60,790.00 |

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

6B



Estimate

134 Poole Street
St. Augustine, FL 32095

| Date | Estimate # |
|-----------|------------|
| 2/16/2024 | 96976 |

| Name / Address |
|---|
| Beachwalk Club 100 Beachwalk Club Dr. Saint Johns, FL 32259 |

| Rep | Terms |
|-----|---------------------|
| WWC | 50% Upfront Deposit |

| Item | Description | Qty | Rate | Total |
|----------------|---|-----|--------------|-------------|
| NITE-028 | Monument # 2 Commercial Grade Cast Brass PAR36 Above Ground Well Light - Aged Brass | 70 | 262.00 | 18,340.00 |
| NITE-442 | 12W PAR36 LED | 70 | 169.00 | 11,830.00 |
| NITE-004 | Spot Light - Aged Brass | 40 | 177.00 | 7,080.00 |
| NITE-4297W60 | 7W MR-16 SMD, Warm White, 60 Degree | 40 | 59.00 | 2,360.00 |
| NITE-124A | Commercial Stake w/ Brass Cap | 110 | 89.00 | 9,790.00 |
| NITE-206 | Field Install Photo Cell Kit Plug & Go | 3 | 79.00 | 237.00 |
| SOP-CM TRX-600 | SS Transformer 600w, 12-22v, Multi-Tap | 3 | 901.00 | 2,703.00 |
| NITE-800 | Covers Labor, Cable, Wire Connection and all other misc. parts per transformer | | 8,450.00 | 8,450.00 |
| | | | Total | \$60,790.00 |

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

6C



Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 2/16/2024 | 96977 |

134 Poole Street
St. Augustine, FL 32095

| |
|---|
| Name / Address |
| Beachwalk Club 100 Beachwalk Club Dr. Saint Johns, FL 32259 |

| | |
|-----|---------------------|
| Rep | Terms |
| WWC | 50% Upfront Deposit |

| Item | Description | Qty | Rate | Total |
|----------------|---|-----|--------------|-------------|
| NITE-028 | Monument # 3 Commercial Grade Cast Brass PAR36 Above Ground Well Light - Aged Brass | 70 | 262.00 | 18,340.00 |
| NITE-442 | 12W PAR36 LED | 70 | 169.00 | 11,830.00 |
| NITE-004 | Spot Light - Aged Brass | 40 | 177.00 | 7,080.00 |
| NITE-4297W60 | 7W MR-16 SMD, Warm White, 60 Degree | 40 | 59.00 | 2,360.00 |
| NITE-124A | Commercial Stake w/ Brass Cap | 110 | 89.00 | 9,790.00 |
| NITE-206 | Field Install Photo Cell Kit Plug & Go | 3 | 79.00 | 237.00 |
| SOP-CM TRX-600 | SS Transformer 600w, 12-22v, Multi-Tap | 3 | 901.00 | 2,703.00 |
| NITE-800 | Covers Labor, Cable, Wire Connection and all other misc. parts per transformer | | 8,450.00 | 8,450.00 |
| | | | Total | \$60,790.00 |

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

6D



Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 2/16/2024 | 96978 |

134 Poole Street
St. Augustine, FL 32095

| |
|---|
| Name / Address |
| Beachwalk Club 100 Beachwalk Club Dr. Saint Johns, FL 32259 |

| | |
|-----|---------------------|
| Rep | Terms |
| WWC | 50% Upfront Deposit |

| Item | Description | Qty | Rate | Total |
|----------------|---|-----|--------------|-------------|
| NITE-028 | Monument # 4 Commercial Grade Cast Brass PAR36 Above Ground Well Light - Aged Brass | 70 | 262.00 | 18,340.00 |
| NITE-442 | 12W PAR36 LED | 70 | 169.00 | 11,830.00 |
| NITE-004 | Spot Light - Aged Brass | 40 | 177.00 | 7,080.00 |
| NITE-4297W60 | 7W MR-16 SMD, Warm White, 60 Degree | 40 | 59.00 | 2,360.00 |
| NITE-124A | Commercial Stake w/ Brass Cap | 110 | 89.00 | 9,790.00 |
| NITE-206 | Field Install Photo Cell Kit Plug & Go | 3 | 79.00 | 237.00 |
| SOP-CM TRX-600 | SS Transformer 600w, 12-22v, Multi-Tap | 3 | 901.00 | 2,703.00 |
| NITE-800 | Covers Labor, Cable, Wire Connection and all other misc. parts per transformer | | 8,450.00 | 8,450.00 |
| | | | Total | \$60,790.00 |

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

7

Prepared By and Return To:
Brett Kinsey, Esq.
GrayRobinson, P.A.
401 E. Jackson Street, Suite 2700
Tampa, Florida 33616

PARKING & ACCESS EASEMENT AGREEMENT

THIS PARKING & ACCESS EASEMENT AGREEMENT (the “**Agreement**”) is made effective as of this ____ day of February, 2024 (the “**Effective Date**”) by **TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“**CDD**”), whose address is 2300 Glades Rd Suite 410W, Boca Raton, FL 33431 and **TWIN CREEKS SPE, LLC**, a Florida limited liability company (“**TCSPE**”), whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (TCSPE and CDD are sometimes together referred to herein as the “**Parties**”, and each separately as a “**Party**”).

WITNESSETH:

WHEREAS, CDD is the owner of property located within the County identified as Tract 16 of Beachwalk Boulevard at Twin Creeks North Phase 2, as Recorded in Map Book 87, Pages 3 Through 12, Inclusive, of the Public Records of St. Johns County, Florida (the “**Easement Area**”).

WHEREAS, TCSPE is the owner of property located within the County more fully described on Exhibit “A” attached hereto (the “TCSPE Property”).

WHEREAS, CDD desires to grant to TCSPE, for the benefit of the TCSPE Property, certain easements as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Parking & Access Easement.** CDD does hereby grant, bargain, sell and convey to TCSPE, for the benefit of the TCSPE Property and any of TCSPE’s officers, staff, agents, employees, consultants, representatives, tenants and/or contractors (and their subcontractors, employees, materialmen, customers and vendors) (the “**TCSPE Parties**”), a non-exclusive easement, on, over, across and through the CDD Property for purposes of vehicular parking and access by pedestrians and vehicles, subject to compliance with any and all applicable permits and laws with regard thereto, as the same may be modified or amended from time to time. Upon completion of any improvements to be made by TCSPE to the CDD Property, a new legal

description of the CDD Property shall be generated, and this Easement thereafter amended by separate instrument to reflect the actual area used by TCSPE for access and parking uses as described herein.

3. **Construction and Maintenance.** TCSPE shall be entitled to install parking and access improvements to the Easement Property pursuant to plans for such improvements approved by St. Johns County, Florida (the "County") serving the TCSPE Property (the "**Improvements**"). TCSPE shall be responsible, at its sole cost and expense, for the maintenance, repair and restoration of any Improvements and shall keep the Improvements in good repair and condition. In the event that TCSPE shall fail to maintain the same and such failure shall continue for a period of thirty (30) days after either CDD has provided written notice of such failure to TCSPE, then CDD shall have the right to perform any such maintenance or repair on behalf of TCSPE necessary to restore the Improvements in accordance with the original plans for the installation thereof and TCSPE shall, within thirty (30) days following receipt of a written invoice from CDD reimburse CDD for any and all reasonable and documented out-of-pocket expenses incurred by CDD in connection with such maintenance and/or repairs

4. **Beneficiaries of Easement Rights/Binding Effect.** The easements set forth in this Agreement shall be (a) easements appurtenant to the CDD Property, for the sole benefit and use of TCSPE, and its successors and assigns, and its agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), only to the extent necessary to carry out the purpose of the easements granted in this Agreement, (b) binding upon the CDD Property, the CDD Property and the TCSPE Property, and © a covenant running with the title to the CDD Property, the CDD Property and the TCSPE Property. The grant of the easement by the CDD as set forth in this Agreement does not affect any past, current or future obligation of any landowner to pay assessments for debt service and operating and maintenance expenses (the "Assessments") levied by the CDD, or the right of enforcement by the CDD of any lien for such Assessments against the land upon which the Assessments are levied.

5. **Limitation on Use.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights other than those expressly provided for herein. TCSPE, and CDD acknowledge and agree that any rights granted hereunder shall be exercised by TCSPE, or CDD only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

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

terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have at law or in equity by reason of any breach of the provisions of this Agreement.

7. **Insurance.** TCSPE at all times, and any of its contractors accessing and performing work on the CDD Property, shall each during the time such work is being performed, maintain general public liability insurance to afford protection against claims for bodily injury or property damage arising directly or indirectly out of the exercise of the rights and privileges granted herein. Said insurance shall each have a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate with respect to bodily injury and property damage, and \$2,000,000.00 Completed Operations coverage and such Completed Operations Coverage be provided through the Statute of Repose. All insurance required under this Agreement shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida and naming CDD as an additional insured with all such insurance policies to be primary and noncontributory.

8. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive the termination of this Agreement.

9. **Miscellaneous.** No other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, the remainder of such provisions shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same

Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of TCSPE and CDD and their respective successors and assigns.

10. **Liens.** TCSPE shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the CDD Property or otherwise encumbering any of the CDD Property in connection with the exercise of its rights hereunder that is not satisfied or bonded over within thirty (30) days after the filing thereof. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent of CDD, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the CDD Property or any part thereof, nor as giving TCSPE any right, power, or authority to contract for or permit the rendering of any services other than a contract or permit for the installation, construction, repair, replacement, or maintenance of the Improvements in accordance with this Agreement, or the furnishing of any materials that would give right to any mechanic's, materialman's or other liens against the CDD Property or any portion thereof. In the event any such lien is attached to the CDD Property (or any portion thereof), then, in addition to any other right or remedy of CDD, the owner of the burdened portion of the CDD Property may, but shall not be obligated to, discharge the same. Any amount paid by such owner for any of the aforesaid purposes shall be paid by TCSPE to such owner on demand. TCSPE shall indemnify and hold harmless CDD and its successors and assigns and each of their respective members, managers, partners, and/or affiliates for all expenses incurred by CDD as a result of the failure of TCSPE to fulfill its obligations under this Section 10.

11. **Indemnity.**

a. TCSPE hereby agrees to defend, indemnify and hold harmless CDD, and each of its various successors, assigns, members, managers, partners, and/or affiliates from and against any and all third party actions, causes of action, claims, demands, liabilities, judgments, costs, losses, and/or expenses whatsoever (including, without limitation reasonable attorneys' fees at trial and appellate levels) (collectively, "**Losses**") to the extent arising out of the grossly negligent acts, willful misconduct of, or breach of this Agreement by, TCSPE and the TCSPE Parties, solely in connection with the exercise of the rights granted to TCSPE under this Agreement; provided, however, that TCSPE shall not be liable from any Losses arising out of (I) the gross negligence, willful misconduct or breach of this Agreement by TCSPE, CDD or any of their respective officers, staff, agents, employees, consultants, representatives and/or contractors (and their subcontractors, employees, and materialmen) (collectively, the "**CDD Parties**") or (ii) any pre-existing condition merely discovered in, on, under or above the CDD Property (and not exacerbated) by TCSPE or any TCSPE Party.

b. TCSPE hereby agrees to defend, indemnify and hold harmless TCSPE and its successors, assigns, members, managers, partners, and/or affiliates from and against any and all third party Losses to the extent arising out of the grossly negligent acts, willful misconduct of, or breach of this Agreement by, TCSPE or any TCSPE Party, solely in connection with the exercise of the rights granted to TCSPE under this Agreement; provided, however, that TCSPE shall not be liable from any Losses arising out of the gross negligence, willful misconduct or breach of this Agreement by TCSPE, any TCSPE Party, CDD, or any CDD Party.

12. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (I) one (1) day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice to the other Party.

13. **Remedies.** In the event that either Party fails to comply with the covenants, terms, or conditions of this Agreement and such failure continues for more than thirty (30) days following the non-breaching Party's delivery of written notice of such failure, then, in addition to any remedies provided to the non-breaching Party in this Agreement, the non-breaching Party shall have the right to exercise any and all remedies available at law or in equity. The foregoing sentence notwithstanding, in the event that any failure described in such sentence is incapable of being cured within thirty (30) days, then the breaching Party shall have an additional period, not exceeding forty-five (45) days, within which to effect such cure, provided that the breaching Party shall at all times during such additional period be diligently pursuing the effectuation of a remedy to the subject failure. In addition to, and without limiting, the foregoing, the failure of TCSPE to cure any default on or before the deadlines set forth in this Section 14 shall not in any way adversely impact TCSPE enjoyment of the rights granted to TCSPE pursuant to this Agreement.

14. **No Public Dedication.** Nothing contained in this Agreement shall, in any way, be deemed or constituted a gift of or dedication of any portion of any lands described herein to the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the parties herein named.

15. **Waiver of Trial by Jury.** TCSPE and CDD HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR TCSPE AND CDD ENTERING INTO THIS AGREEMENT.

16. **Severability.** If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

Signed, sealed, and delivered
in the presence of

Edwin Eccleston
Print Name: Edwin Eccleston

Rh
Print Name: Ryan Williams

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

By: John Kinsey
Print Name: John Kinsey
Title: Manager

Attest:

Edwin Eccleston
Print Name: Edwin Eccleston

Rh
Print Name: Ryan Williams

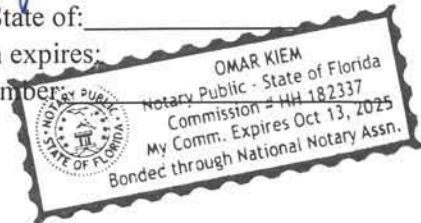
**TWIN CREEKS NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: Bryan Kinsey
Print Name: Bryan Kinsey
Title: Vice-Chair

STATE OF FLORIDA
COUNTY OF PALM BEACH


The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of physical presence or online notarization this 28 day of February, 2024, by John T. Kinsey, the _____ of Twin Creeks North Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is personally known to me or has produced a NA as identification.

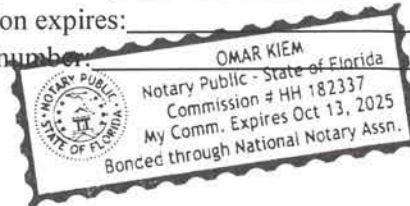
(NOTARY SEAL)
Printed/typed name: _____
Notary Public-State of: _____
My commission expires: _____
Commission number: _____



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of physical presence or online notarization this 28 day of February, 2024, by Bryan Kinsey, the Vice Chair of Twin Creeks North Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He is personally known to me or has produced a NA as identification.

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



Signed, sealed, and delivered
in the presence of

TWIN CREEKS SPE, LLC, a Florida
limited liability company

Edwin Eckelstone
Print Name: Edwin Eckelstone

By: John T. Kinsey
John T. Kinsey, Manager

Ryan Williams
Print Name: Ryan Williams

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was signed, sealed, delivered, and acknowledged before me by means of physical presence or online notarization this 28 day of February, 2024, by John T. Kinsey, the Manager of Twin Creeks SPE, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a NA as identification.

(NOTARY SEAL) [Signature]
Printed/typed name: OMAR KIEM
Notary Public-State of: FLORIDA
My commission expires: 10.13.25
Commission number: HH 182337

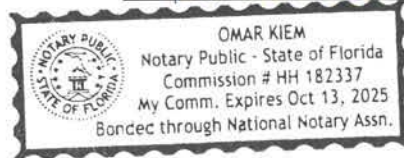


Exhibit "A"
TCSPE Property

A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF TRACT 3 AS SHOWN ON THE PLAT OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2, AS RECORDED IN MAP BOOK 87, PAGES 3 THROUGH 12, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PLAT OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2, RUN THE FOLLOWING TWELVE (12) COURSES AND DISTANCES: COURSE NO. 1: NORTH 38°56'37" WEST, 300.00 FEET; COURSE NO. 2: NORTH 51°03'23" EAST, 140.37 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 3: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 643.00 FEET, AN ARC DISTANCE OF 192.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23°17'49" WEST, 192.07 FEET; COURSE NO. 4: NORTH 01°05'20" WEST, 50.59 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; COURSE NO. 5: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC DISTANCE OF 150.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°27'43" WEST, 149.68 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 6: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 442.00 FEET, AN ARC DISTANCE OF 170.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°45'05" WEST, 169.88 FEET; COURSE NO. 7: NORTH 28°17'18" EAST, 10.84 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; COURSE NO. 8: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 20.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°04'09" WEST, 20.41 FEET; COURSE NO. 9: SOUTH 53°09'33" WEST, 75.00 FEET; COURSE NO. 10: NORTH 36°50'27" WEST, 90.00 FEET; COURSE NO. 11: SOUTH 53°09'33" WEST, 10.72 FEET; COURSE NO. 12: NORTH 36°50'27" WEST, 50.00 FEET; THENCE SOUTH 53°09'33" WEST, 81.26 FEET; THENCE SOUTH 51°34'32" WEST, 814.79 FEET, TO THE EASTERLY LINE OF THE PLAT OF TWIN CREEKS NORTH PARCELS 10 AND 11 PHASE 1, AS RECORDED IN MAP BOOK 87, PAGES 22 THROUGH 28, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE ALONG SAID EASTERLY LINE OF TWIN CREEKS NORTH PARCELS 10 AND 11 PHASE 1, RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 33°13'04" EAST, 57.70 FEET; COURSE NO. 2: SOUTH

35°33'34" EAST, 90.25 FEET; COURSE NO. 3: SOUTH 28°22'52" EAST, 63.50 FEET; COURSE NO. 4: SOUTH 17°06'49" EAST, 49.24 FEET; COURSE NO. 5: SOUTH 87°29'02" WEST, 37.02 FEET; COURSE NO. 6: SOUTH 76°30'23" WEST, 34.77 FEET; COURSE NO. 7: SOUTH 55°14'07" WEST, 80.44 FEET; COURSE NO. 8: SOUTH 46°54'34" WEST, 63.49 FEET; COURSE NO. 9: SOUTH 48°15'24" WEST, 69.60 FEET; THENCE SOUTH 51°14'36" EAST, 76.03 FEET; THENCE SOUTH 41°50'29" EAST, 32.95 FEET; THENCE NORTH 51°03'23" EAST, 446.25 FEET; THENCE SOUTH 38°56'37" EAST, 341.11 FEET; THENCE NORTH 51°03'23" EAST, 266.32 FEET; THENCE SOUTH 38°56'37" EAST, 300.00 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 WEST (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 51°03'23" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 147.00 FEET, TO THE POINT OF BEGINNING.

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

8A1

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

SERVICE AGREEMENT

(Fountain Maintenance)

THIS SERVICE AGREEMENT (the "Agreement"), made and entered into this 16th day of January, 2024 (the "Effective Date"), by and between the **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 and **FLORIDA EAST COAST CONSTRUCTION #1, LLC**, a Florida limited liability company, whose principal and mailing address is 102 Riverside Drive, Satsuma, Florida 32189 (the "Contractor").

WITNESSETH:

WHEREAS, the District has solicited proposals for a contractor or vendor to provide those necessary maintenance services (the "Services") to the Beachwalk Club entry fountains along Beachwalk Boulevard located within the boundaries of the District (the "Fountains"), as more particularly described and set forth herein and in Contractor's Proposal, attached hereto and incorporated herein as Exhibit A (the "Proposal"); and

WHEREAS, the Contractor represents that it possesses the necessary equipment, skill, labor, materials, and expertise to perform the Services for the District; and

WHEREAS, for the consideration hereinafter set forth, and the covenants and conditions set forth in this Agreement, the parties mutually desire to enter into this Agreement for the provision of Services.

1.0 Scope of Work.

1.1 Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform and complete, the Services to the Fountains within and on behalf of the District in accordance with this Agreement, which includes Exhibit A. All labor described in the Services or necessary to perform the Services specified or indicated shall be executed in a high quality, thorough, substantial, and workmanlike manner and to be performed by people skilled in the applicable trade. At the request of the District Manager, Contractor agrees to meet with such individual to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement and the performance thereof.

1.2 The Services to the Fountains to be provided by Contractor consist of regular maintenance of the Fountains in accordance with the schedule set forth in the Proposal.

Maintenance shall include, but not be limited to, cleaning of the Fountains, testing the water in the Fountains, chlorinating, balancing PH, adding algacide, balancing total alkalinity and acidity, cleaning filters, technical support for the fountain equipment, and advising the District of needed warranty or repair work. Contractor, in providing the technical support under this Agreement, shall work towards providing preventative maintenance to extend the life of the Fountains and the fountain equipment. Also included within the Services, are the following, as supplemented by those tasks which are set forth in the Proposal:

- (a) Test, balance and maintain chemicals, including chlorine, pH, alkalinity, calcium hardness, and stabilizer;
- (b) Vacuum Fountains of all debris, brushing floors, walls, netting of water surface, cleaning all tiles, and cleaning all filters to maintain proper water flow and maximum filtration;
- (c) Backwash filters;
- (d) Clean skimmer baskets;
- (e) Clean hair and lint traps;
- (f) Monitor and interpret gauges, flow meters, operations and recirculation efficiency of various filters and filter media systems;
- (g) Maintain and monitor bumpers, o-rings, gaskets, and gauges;
- (h) Monitor and inspect all fountain equipment each service visit;
- (i) Perform such other work as set forth in the Proposal.

1.3 All chemicals required to maintain the Fountains of the District, or which the District is responsible for maintaining, shall be furnished at the cost of the Contractor.

1.4 One time per year, upon the request of the District Manager of the District, Contractor shall furnish the District Manager of the District with a Fountain Equipment Report, providing details on the status of such equipment and recommendations for preventative maintenance or repair to extend the useful life of any such equipment.

1.5 Contractor shall be fully-responsible for making sure those person(s) assigned by the Contractor to provide the Services under this Agreement are aware of all the tasks which must be fully-performed during each visit and of the prohibitions and directions as provided in this Agreement.

2.0 Compensation.

2.1 District shall pay Contractor for the faithful performance of the Agreement in lawful money of the United States and subject to additions and deletions. Unless otherwise more particularly set forth in Exhibit A to this Agreement, District shall make monthly payments to Contractor in accordance with the following schedule:

Monthly Price for Services to the Fountains

Three (3) days per week (see Proposal)

\$8,464.00 per month

2.2 Any additional compensation for additional duties or work shall be paid only if Contractor has first obtained prior written authorization from the District Manager before initiating such work. Contractor shall furnish District with a monthly invoice before the last day of each contractual service month representing the installment due for that month.

2.3 Upon at least (5) days written notice from the District to the Contractor that the any of the Fountains are being emptied for repairs or other services, Contractor agrees that compensation for Services not needed shall be suspended during the period in which the Fountains are emptied.

3.0 **Term.** Contractor shall commence the provision of the Services to the Fountains on the Effective Date. The initial term of this Agreement shall be from the Effective Date through September 30, 2025; and thereafter shall automatically renew for renewal terms of one (1) year each, unless terminated in accordance with Section 4.0 below.

4.0 **Termination.**

4.1 District reserves the right to terminate or cancel this Agreement upon fifteen (15) days written notice if (i) the District determines, in its sole and absolute discretion, to terminate the Agreement for convenience; or (ii) if Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District. Contractor may terminate this Agreement for convenience upon thirty (30) days advance notice to District. Notice of termination shall be provided in accordance with Section 7.0.

4.2 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, 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.

4.3 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.

5.0 **Contractor's Acceptance of Conditions.** Contractor has carefully examined the Fountains where Services are to be provided and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions in order that all costs pertaining to the Services have been included in the Proposal.

6.0 **Contract Documents.** This Agreement shall include this instrument and the Contractor's Proposal (Exhibit A).

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

As to the District: Twin Creeks North Community Development District
Wrathell , Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

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

As to the Contractor: FLORIDA EAST COAST CONSTRUCTION #1, LLC
102 Riverside Drive
Satsuma, Florida 32189
Attention: Catherine Johns and Jason L. Johns

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received the next business day. If any time

for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8.0 Compliance with Laws. Contractor shall be familiar with and comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

9.0 Insurance.

9.1 Contractor shall provide and maintain, at Contractor's expense, during the life of this Agreement Worker's Compensation Insurance in accordance with the requirements of Chapter 440, Florida Statutes, and other applicable laws.

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

- A. Comprehensive General Liability Insurance (\$1,000,000 occurrence/\$2,000,000 aggregate); and
- B. Automobile Liability Insurance (\$1,000,000 per accident, bodily injury and property damage combined);
- C. Umbrella Excess Liability Coverage (\$5,000,000 occurrence/\$5,000,000 aggregate).

9.3 Contractor shall maintain Workers' compensation Insurance as required by Florida law.

9.4 All such insurance shall be obtained from companies licensed and authorization to

do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein.

9.5 At the time of execution of the Agreement, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain provisions stating that (a) the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District, and (b) lists the District as an ADDITIONAL INSURED.

10.0 **Indemnification.**

10.1 Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performances of the Services, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Services itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

10.2 In any and all claims against District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

10.3 Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the Services provided by him. At the time of the execution of the Agreement, Contractor shall furnish to the District with Certificates of Insurance evidencing the existence of the insurance policies as required herein.

10.4 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.

10.5 Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

11.0 **Protection of Property and Public.**

11.1 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.

11.2 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, open trenches, embankments, 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.

11.3 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 construction 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.

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

11.5 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 Work within twenty-four (24) hours.

12.0 **Authority of District.** District shall have the authority to suspend the Services wholly or in part for such period or periods as may be deemed necessary due to any failure on the part of the Contractor to carry out orders given by District or for whatever reason deemed necessary by District. The Contractor shall not suspend the Services without written authorization of the District.

13.0 **Examination of Work.** It is Contractor's responsibility to perform the Services in all details in accordance with this Agreement, and the District shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so. Any failure by the District to discover defects or deficiencies in the Services of the Contractor shall not release Contractor from its liability therefore to the District, or any other party for any such defect or deficiency.

14.0 **Defective Work.**

14.1 Within fourteen (14) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the

Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified, shall be paid for out of any monies due or which may become due the Contractor under his Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Contractor in default.

14.2 All costs and expenses, including reasonable attorney's fees, incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him.

15.0 **Extra Work.** Contractor shall do all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the Agreement for work of a similar nature and character. Except as hereinafter provided, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor. However, if the Contractor and District fail to agree on an equitable price for any Extra Work ordered, District may have the Extra Work performed by another contractor, vendor, or provider.

16.0 **Acts of God and Others.** Contractor shall not be responsible for damage caused by natural catastrophe such as hurricane, hailstorm, or tornado and acts of others over which the Contractor has no control or supervision.

17.0 **Audit; Records Retention; Public Records**

17.1 District shall have the right to audit the books, records, and accounts of Contractor related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

17.2 Contractor shall preserve and make available, at reasonable times for examination and audit by District, all records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by District to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for District's disallowance and recovery of any payment upon such entry.

17.3 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.

17.4. 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.

17.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

WRATHELL, HUNT & ASSOCIATES, LLC
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431
TELEPHONE: (561) 571-0010
EMAIL: romd@whhassociates.com

18.0 Miscellaneous Provisions.

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

18.2 Employees of Contractor. The Contractor shall at all times enforce strict discipline and good order among his employees and the employees of any subcontractors and shall not employ on the Services an unfit person or anyone not skilled in the Services assigned to him or her. Subcontractors whose work is unsatisfactory to the District or who are considered as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from work upon notice from the District and shall not be employed to perform the Services thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the site of the Services. All employees of contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of Services included in this Agreement.

18.3 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 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.

18.4 Sales Tax and Excise Tax. The District is exempt from Federal Excise and Florida Sales taxes. Exemption numbers will be provided to Contractor upon request. All sales tax and excise tax shall be paid by and be the responsibility of the Contractor.

18.5 Assignment. No assignment by Contractor of this Agreement or of any part thereof, or any monies due, or to become due thereunder shall be made without the prior written approval of the District.

18.6 Amendments. No modification, amendment, or alteration of the terms and conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.7 No Third-Party Beneficiary. Neither Contractor nor the District intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based on this Agreement.

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

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

18.10 Joint Preparation. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to

express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other

18.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in St. Johns County, Florida.

18.12 Extent of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. All prior agreements between the District and Contractor are hereby canceled and replaced with this Agreement.

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

18.14 Exhibits. Each of the Contract Documents referred to in Section 6.0 herein forms an essential part of this Agreement. The Contract Documents, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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

18.16 Waiver. It is distinctly understood and agreed that the approval, or acceptance of any part of the Services by the District as in compliance with terms of this Agreement and related specifications covering said Services, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the contract and related specifications. Any Services required by this Agreement and related specifications not performed by the Contractor, after receipt of written notice in accordance with this Agreement of such failure to perform said Services to recover reasonable cost for such Services from the Contractor or, reduce the sums of money due Contractor by the cost of such Services. Failure of the District to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

18.17 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or

provision contained in this Agreement shall prevail and be given effect, followed in priority by Exhibit A.

18.18 Multiple Originals. This Agreement may be executed in two (2) copies, each of which shall be deemed to be an original.

19.0 Scrutinized Company Certification. Contractor hereby swears or affirms that as of the date below Contractor 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 Contractor further affirms that:

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

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com>.

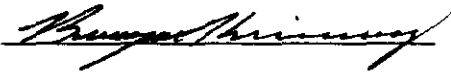
19.1 Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor,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

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

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT



Daniel Rom, Assistant Secretary

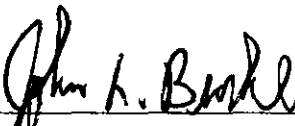


Print name: Bryan Kinsey
Chair/Vice-Chair Board of Supervisors

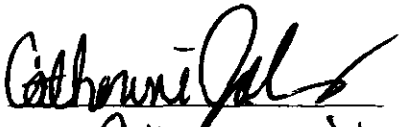
4th day of January, 2024

Witnesses:

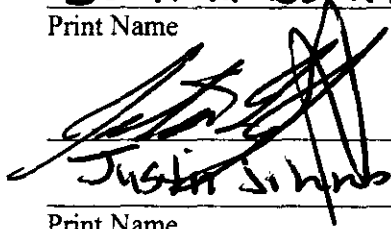
FLORIDA EAST COAST CONSTRUCTION #1, LLC., a Florida limited liability company



John L. Burke
Print Name

By: 

Print name: Catherine Johns
Title: Owner



Justin Johns
Print Name

9th day of January, 2023

(CORPORATE SEAL)

EXHIBIT A

CONTRACTOR'S PROPOSAL

Chemicals:

FECC, LLC agrees to include all chemicals needed in the monthly cost.

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

Repairs:

In the event of a fountain-related equipment failure or malfunction, Twin Creeks North CDD agrees to incur an additional service call charge of \$145.00 per hour plus the cost of replacement equipment/ items with authorization from the HOA manager.

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

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

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

8A11

Gianna Denofrio

From: Daniel Rom
Sent: Monday, March 11, 2024 10:58 AM
To: Beachwalk Maintenance
Cc: Kristen Thomas
Subject: RE: Valve Replacement/Sand Filter Proposal

Approved.

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

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: Beachwalk Maintenance <maintenance@clubbeachwalk.com>
Sent: Monday, March 11, 2024 10:39 AM
To: Daniel Rom <romd@whhassociates.com>
Subject: Fw: Valve Replacement/Sand Filter Proposal

You don't often get email from maintenance@clubbeachwalk.com. [Learn why this is important](#)

See email from Jason below.

Sincerely,

Art Minchew

Facilities Maintenance Director
100 Beachwalk Club Drive

St. Johns, FL 32259



From: Jason Johns <JJohns@FECC1.com>
Sent: Monday, March 11, 2024 10:22 AM
To: Beachwalk Maintenance <maintenance@clubbeachwalk.com>
Subject: Re: Valve Replacement/Sand Filter Proposal

Art,

Good Morning to remove and replace the broken valve. The cost will be \$922.80.



Jason Johns
Florida East Coast Construction #1
P: 904-445-0421
JJohns@FECC1.com

On Mar 11, 2024, at 9:46 AM, Beachwalk Maintenance <maintenance@clubbeachwalk.com> wrote:

Good Morning Jason,

I brought the issues we discussed about the valve and sand filter to Daniel. He asked for a proposal and scope to be sent to us so he can get quick approval.

Also, can you please send me the list of all monument deficiencies in a separate email? I still haven't seen it. Thank you sir.

Sincerely,

Art Minchew

Facilities Maintenance Director
100 Beachwalk Club Drive

St. Johns, FL 32259

904-506-4900 Ext. 201

<Outlook-ibz1pkmn.png>

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

8BI



Quotation

Quote #: 201842

Date: 11/29/2023

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


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

This quote is valid until: 12/29/2023

| Description | Common Name | Quantity | Price | Ext Price |
|---|-------------|-------------|-----------------|-----------------|
| Landscape Enhancement @ Clubhouse Round-about | | | | |
| (130) 3 gallon Arbicola Schefflera | | 130.00 | | |
| (120) 1 gallon Liriope | | 120.00 | | |
| (20) yards brown Mulch | | 20.00 | | |
| Grade / Prep / Demo | | 1.00 | | |
| Dump Fees | | 1.00 | | |
| Total | | 1.00 | 6,880.00 | 6,880.00 |

Notes

Total: \$6,880.00

Approved:  _____

Date: 12.1.2023

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

8B11

Quotation

Quote #: 201843

Date: 11/29/2023

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


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

This quote is valid until: 12/29/2023

| Description | Common Name | Quantity | Price | Ext Price |
|--------------------------------------|-------------|-------------|-----------------|-----------------|
| Landscape Enhancement @ The Coves | | | | |
| (30) 3 gallon Arboricola Scheffelera | | 30.00 | | |
| (36) 3 gallon Dwarf Bottle Brush | | 36.00 | | |
| (70) 1 gallon Blue Daze | | 70.00 | | |
| (8) yards Brown Mulch | | 8.00 | | |
| Grade / Prep / Demo | | 1.00 | | |
| Dump Fees | | 1.00 | | |
| Total | | 1.00 | 3,635.00 | 3,635.00 |

Notes

Total: \$3,635.00

Approved:  _____

Date: 12.1.2023

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

8C

Inv2404_Spartan_\$2.610.00_misc repairs_TCN_2.11.24

Final Audit Report

2024-03-20

| | |
|-----------------|--|
| Created: | 2024-03-20 |
| By: | Cheryl Wolf (cheryl@TCDevelopment.net) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAD8bQzUhHvjQoFjiCg8e7Gt8OXjft6l04 |

"Inv2404_Spartan_\$2.610.00_misc repairs_TCN_2.11.24" History

-  Document created by Cheryl Wolf (cheryl@TCDevelopment.net)
2024-03-20 - 3:59:46 PM GMT - IP address: 47.134.116.138
-  Document emailed to pat@tcdevelopment.net for signature
2024-03-20 - 5:02:32 PM GMT
-  Email viewed by pat@tcdevelopment.net
2024-03-20 - 5:18:38 PM GMT - IP address: 108.236.123.245
-  Signer pat@tcdevelopment.net entered name at signing as Patrick Coomer
2024-03-20 - 5:19:11 PM GMT - IP address: 108.236.123.245
-  Document e-signed by Patrick Coomer (pat@tcdevelopment.net)
Signature Date: 2024-03-20 - 5:19:13 PM GMT - Time Source: server- IP address: 108.236.123.245
-  Agreement completed.
2024-03-20 - 5:19:13 PM GMT

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE ST. JOHNS COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors ("Board") of Twin Creeks North Community Development District seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the St. Johns County Supervisor of Elections ("Supervisor") to conduct the District's General Election ("General Election").

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

1. GENERAL ELECTION SEATS. Seat 1, currently held by John Kinsey, and Seat 5, currently held by Jared Bouskila, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. COMPENSATION. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. TERM OF OFFICE. The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests the Supervisor to conduct the District’s General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District’s Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. PUBLICATION. The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 23rd day of April, 2024.

**TWIN CREEKS NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

ATTEST:

Secretary/Assistant Secretary

Exhibit A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Twin Creeks North Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, Suite 101, St. Augustine, Florida 32095, (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Twin Creeks North Community Development District has two (2) seats up for election, specifically seats 1 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

District Manager
Twin Creeks North Community Development District

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

10

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 \(floridaethics.gov\)](https://www.floridaethics.gov). 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

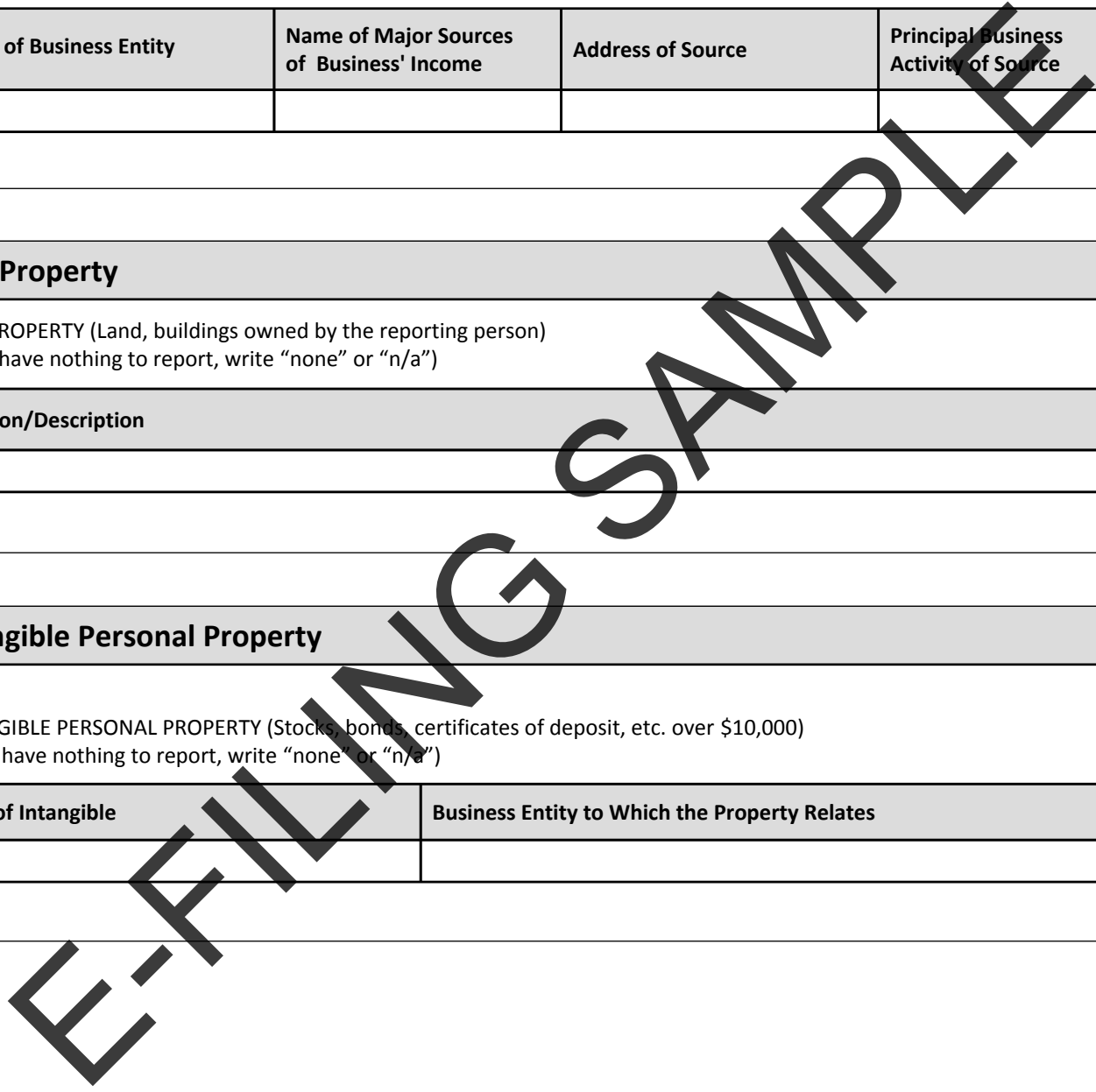
REAL PROPERTY (Land, buildings owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

| 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 |
|--------------------|---|
| | |



2023 Form 1 - Statement of Financial Interests

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.

E-FILED SAMPLE

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**

**CONSENT
AGENDA**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 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 |
|-----------------------------|---------------------|--|--|--|--|--------------------------------|
| ASSETS | | | | | | |
| Cash | \$ 1,653,126 | \$ - | \$ - | \$ - | \$ - | \$ 1,653,126 |
| Investments | | | | | | |
| Revenue 2016A-1 | - | 1,234,371 | - | - | - | 1,234,371 |
| Revenue 2016A-2 | - | 766,932 | - | - | - | 766,932 |
| Revenue 2018 | - | - | 244,490 | - | - | 244,490 |
| Reserve 2016 A-1 | - | 984,910 | - | - | - | 984,910 |
| Reserve 2016 A-2 | - | 511,377 | - | - | - | 511,377 |
| Reserve 2018 | - | - | 109,107 | - | - | 109,107 |
| Prepayment 2016A-1 | - | 181,781 | - | - | - | 181,781 |
| Prepayment 2016A-2 | - | 184,424 | - | - | - | 184,424 |
| Prepayment 2018 | - | - | 2,639 | - | - | 2,639 |
| Construction 2016 A-1 | - | - | - | 17 | - | 17 |
| Construction 2016 A-2 | - | - | - | 13,839 | - | 13,839 |
| Construction 2018 | - | - | - | - | 328 | 328 |
| Cost of issuance 2016 A-1 | - | 5,526 | - | - | - | 5,526 |
| Cost of issuance 2016 A-2 | - | 5,526 | - | - | - | 5,526 |
| Interest 2016A-1 | - | 14 | - | - | - | 14 |
| Interest 2016A-2 | - | 8 | - | - | - | 8 |
| Interest 2018 | - | - | 240 | - | - | 240 |
| Sinking 2018 | - | - | 68 | - | - | 68 |
| Principal 2016A-1 | - | 194 | - | - | - | 194 |
| Principal 2016A-2 | - | 95 | - | - | - | 95 |
| Redemption 2016 A-1 | - | 1,253 | - | - | - | 1,253 |
| Interest receivable | - | 8,934 | 1,331 | 57 | 1 | 10,323 |
| Due from Lennar | - | 23,799 | - | - | - | 23,799 |
| Due from Twin Creeks Spe LL | 114,971 | 66,333 | - | - | - | 181,304 |
| Due from Beachwalk Retail | 33,421 | - | - | - | - | 33,421 |
| Due from general fund | - | 28,087 | 3,309 | - | - | 31,396 |
| Due from other | 7,127 | - | - | - | - | 7,127 |
| Total assets | <u>\$ 1,808,645</u> | <u>\$ 4,003,564</u> | <u>\$ 361,184</u> | <u>\$ 13,913</u> | <u>\$ 329</u> | <u>\$ 6,187,635</u> |

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 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 |
|---|---------------------|--|--|--|--|--------------------------------|
| LIABILITIES AND FUND BALANCES | | | | | | |
| Liabilities: | | | | | | |
| Due to Developer | 16,083 | - | - | - | - | 16,083 |
| Due to debt service fund A1 | 18,730 | - | - | - | - | 18,730 |
| Due to debt service fund A2 | 9,357 | - | - | - | - | 9,357 |
| Due to debt service fund 2018 | 3,310 | - | - | - | - | 3,310 |
| Developer advance | 2,500 | - | - | - | - | 2,500 |
| Total liabilities | <u>49,980</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>49,980</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | | | |
| Deferred receipts | 148,393 | 99,067 | 1,331 | 57 | 1 | 248,849 |
| Total deferred inflows of resources | <u>148,393</u> | <u>99,067</u> | <u>1,331</u> | <u>57</u> | <u>1</u> | <u>248,849</u> |
| Fund balances: | | | | | | |
| Restricted for: | | | | | | |
| Debt service | - | 3,904,497 | 359,853 | - | - | 4,264,350 |
| Capital projects | - | - | - | 13,856 | 328 | 14,184 |
| Unassigned | 1,610,272 | - | - | - | - | 1,610,272 |
| Total fund balances | <u>1,610,272</u> | <u>3,904,497</u> | <u>359,853</u> | <u>13,856</u> | <u>328</u> | <u>5,888,806</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 1,808,645</u> | <u>\$ 4,003,564</u> | <u>\$ 361,184</u> | <u>\$ 13,913</u> | <u>\$ 329</u> | <u>\$ 6,187,635</u> |

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

| | Current Month | Year to Date | Budget | % of Budget |
|---|------------------|------------------|------------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll | \$ 23,847 | \$ 1,352,557 | \$ 1,429,270 | 95% |
| Assessment levy: off-roll | - | - | 153,295 | 0% |
| Total revenues | <u>23,847</u> | <u>1,352,557</u> | <u>1,582,565</u> | 85% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Supervisors | - | 1,000 | 6,000 | 17% |
| FICA | - | 77 | 459 | 17% |
| District engineer | 918 | 5,874 | 10,000 | 59% |
| General counsel | 660 | 14,620 | 24,000 | 61% |
| District manager | 4,292 | 25,750 | 51,500 | 50% |
| Debt service fund accounting: 2016 master bonds | 423 | 2,535 | 5,080 | 50% |
| Debt service fund accounting: 2016 sub bonds | 202 | 1,215 | 2,420 | 50% |
| Debt service fund accounting: Lennar bonds | 292 | 1,750 | 3,500 | 50% |
| Arbitrage rebate calculation | - | 1,000 | 1,000 | 100% |
| Audit | - | - | 6,438 | 0% |
| Postage | 52 | 445 | 750 | 59% |
| Insurance - GL, PL | - | 13,338 | 14,110 | 95% |
| Legal advertising | - | 191 | 1,200 | 16% |
| Mailed notices | - | - | 1,600 | 0% |
| Miscellaneous - bank charges | - | - | 750 | 0% |
| Website | - | - | 705 | 0% |
| ADA website compliance | - | - | 210 | 0% |
| Dissemination agent | 167 | 1,000 | 2,000 | 50% |
| Annual district filing fee | - | 175 | 175 | 100% |
| Trustee | 3,500 | 10,500 | 10,500 | 100% |
| Contingencies | - | 503 | 500 | 101% |
| Total professional & administrative | <u>10,506</u> | <u>79,973</u> | <u>142,897</u> | 56% |

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

| | <u>Current Month</u> | <u>Year to Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|-------------------------|-------------------|------------------------|
| Field Operations | | | | |
| Landscape maintenance | | | | |
| Field operations manager | - | 1,250 | 9,600 | 13% |
| Landscape and irrigation maintenance | 60,657 | 303,285 | 571,027 | 53% |
| Tree/plant/irrigation replacement | - | 56,178 | 69,000 | 81% |
| Sod replacement | - | 58,115 | - | N/A |
| Annuals rotation | - | 11,132 | 42,000 | 27% |
| Mulch | - | 5,171 | 104,200 | 5% |
| Irrigation repairs | - | 10,378 | - | N/A |
| Irrigation water | 21,353 | 130,022 | 295,000 | 44% |
| Albany Bay irrigation cost share | - | 6,000 | 18,000 | 33% |
| Aquatic maintenance | 1,787 | 10,722 | 22,575 | 47% |
| Fountain maintenance | 18,556 | 18,556 | - | N/A |
| Monument maintenance | - | 1,500 | - | N/A |
| Signage maintenance | - | 2,484 | 3,000 | 83% |
| Accounting | 625 | 3,750 | 7,500 | 50% |
| Landscape enhancement | - | 10,515 | - | N/A |
| Holiday lighting | - | 4,680 | - | N/A |
| Sidewalk repairs | - | 8,985 | - | N/A |
| Total field operations | <u>102,978</u> | <u>642,723</u> | <u>1,409,891</u> | 46% |
| Other fees & charges | | | | |
| Tax collector | 477 | 26,979 | 29,776 | 91% |
| Total other fees & charges | <u>477</u> | <u>26,979</u> | <u>29,776</u> | 91% |
| Total expenditures | <u>113,961</u> | <u>749,675</u> | <u>1,582,564</u> | 47% |
| Excess/(deficiency) of revenues over/(under) expenditures | (90,114) | 602,882 | 1 | |
| Fund balances - beginning | 1,700,386 | 1,007,390 | 668,442 | |
| Fund balance - ending (projected): | | | | |
| Assigned: | | | | |
| 3 months working capital | 406,224 | 406,224 | 406,224 | |
| Lake bank erosion | 10,000 | 10,000 | 10,000 | |
| Stormwater clean out | 25,600 | 25,600 | 25,600 | |
| Unassigned | 1,168,448 | 1,168,448 | 226,619 | |
| Fund balances - ending | <u>\$ 1,610,272</u> | <u>\$ 1,610,272</u> | <u>\$ 668,443</u> | |

*These items will be realized when bonds are issued.

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

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2016 A-1 & A-2 BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

| | Current Month | Year To Date | Budget | % of Budget |
|--|---------------------|---------------------|---------------------|----------------|
| REVENUES | | | | |
| Special assessment: on roll | \$ 28,660 | \$ 1,625,560 | \$ 1,747,658 | 93% |
| Assessment levy: off-roll 2016A-1 | - | - | 88,446 | 0% |
| Assessment prepayments | 165,161 | 627,484 | - | N/A |
| Interest 2016 A-1 | 5,409 | 41,880 | - | N/A |
| Interest 2016 A-2 | 3,526 | 28,295 | - | N/A |
| Total revenues | <u>202,756</u> | <u>2,323,219</u> | <u>1,836,104</u> | 127% |
| EXPENDITURES | | | | |
| Principal 2016A-1 | - | 265,000 | 265,000 | 100% |
| Principal 2016A-2 | - | 130,000 | 130,000 | 100% |
| Principal prepayment 2016A-1 | - | 532,266 | 165,000 | 323% |
| Principal prepayment 2016A-2 | - | 470,000 | 175,000 | 269% |
| Interest 2016A-1 | - | 477,344 | 943,344 | 51% |
| Interest 2016A-2 | - | 228,630 | 448,975 | 51% |
| Total debt service | <u>-</u> | <u>2,103,240</u> | <u>2,127,319</u> | 99% |
| Other fees & charges | | | | |
| Tax collector | <u>573</u> | <u>32,425</u> | <u>36,410</u> | 89% |
| Total other fees and charges | <u>573</u> | <u>32,425</u> | <u>36,410</u> | 89% |
| Total expenditures | <u>573</u> | <u>2,135,665</u> | <u>2,163,729</u> | 99% |
| Excess/(deficiency) of revenues over/(under) expenditures | 202,183 | 187,554 | (327,625) | |
| OTHER FINANCING SOURCES/(USES) | | | | |
| Transfers in | - | 82,266 | - | N/A |
| Transfers out | - | (82,266) | - | N/A |
| Fund balances - beginning | <u>3,702,314</u> | <u>3,716,943</u> | <u>3,234,027</u> | |
| Fund balances - ending | <u>\$ 3,904,497</u> | <u>\$ 3,904,497</u> | <u>\$ 2,906,402</u> | |

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018 BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

| | Current Month | Year To Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll | \$ 3,377 | \$ 191,543 | \$ 202,400 | 95% |
| Interest | 758 | 5,477 | - | N/A |
| Total revenues | <u>4,135</u> | <u>197,020</u> | <u>202,400</u> | 97% |
| EXPENDITURES | | | | |
| Principal | - | - | 60,000 | 0% |
| Interest | - | 68,884 | 137,769 | 50% |
| Total debt service | <u>-</u> | <u>68,884</u> | <u>197,769</u> | 35% |
| Other fees & charges | | | | |
| Tax collector | 67 | 3,821 | 4,217 | 91% |
| Total other fees and charges | <u>67</u> | <u>3,821</u> | <u>4,217</u> | 91% |
| Total expenditures | <u>67</u> | <u>72,705</u> | <u>201,986</u> | 36% |
| Excess/(deficiency) of revenues over/(under) expenditures | 4,068 | 124,315 | 414 | |
| Fund balances - beginning | 355,785 | 235,538 | 225,081 | |
| Fund balances - ending | <u>\$ 359,853</u> | <u>\$ 359,853</u> | <u>\$ 225,495</u> | |

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2016 BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest 2016 A-2 | 57 | 356 |
| Total revenues | 57 | 356 |
| EXPENDITURES | | |
| Total expenditures | - | - |
| Excess/(deficiency) of revenues over/(under) expenditures | 57 | 356 |
| Fund balances - beginning | 13,799 | 13,500 |
| Fund balances - ending | \$ 13,856 | \$ 13,856 |

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018 BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest | \$ 1 | \$ 8 |
| Total revenues | 1 | 8 |
| EXPENDITURES | | |
| Total expenditures | - | - |
| Excess/(deficiency) of revenues over/(under) expenditures | 1 | 8 |
| Fund balances - beginning | 327 | 320 |
| Fund balances - ending | \$ 328 | \$ 328 |

**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 November 1, 2023, immediately following adjournment of the Creekside at Twin Creeks CDD Meeting commencing at 1:15 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259.

Present at the meeting, were:

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

Also present:

| | |
|-----------------------------|-----------------------------------|
| Daniel Rom | District Manager |
| Sue Delegal (via telephone) | District Counsel |
| Chase Chenoweth | Managing Director, Beachwalk Club |

Residents present:

| | | | |
|-------------|----------------|-----------------|-------------------|
| Rick Wicker | Mary Vastola | Laurie Getrost | Daniel Goldberg |
| Thou Vars | Nicole Drake | Jennifer Rickus | Natalie McKinney |
| Greg Carr | Betty Mulkey | Jocelyn Wynston | Laura Wertzberger |
| Jon Cargill | Greg Mulkey | Jennifer Ripkey | Christie Wynkoop |
| Claire Karp | Leslie Beasley | Lahania Sellers | Stefanie Spencer |
| Greg Karp | Melissa Cobb | Robert Clausen | Shannon Roberts |
| Mark Kuper | Manuel Segura | Jennifer Dumas | Michelle Anderson |
| Paul Glaser | Cindy Thomas | Geoff Gundlach | Kathryn Gundlach |
| Jeff Matern | Dawn Matern | Lawrence Lodato | Marzena Lodato |
| Dave Mullin | Anna Delitta | Robert Dunaway | |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 1:18 p.m. Supervisors Bryan Kinsey, Shact and McKinney were present. Supervisors John Kinsey and Bouskila attended via telephone.

42

43 **SECOND ORDER OF BUSINESS****Public Comments**

44

45 Mr. Rom welcomed all meeting attendees and explained the protocols for public
46 comments. He noted that the Public Comments should pertain only to CDD matters.

47 Resident Jennifer Dumas noted the budget line item for mulch in the previous fiscal year
48 and stated she did not observe any mulch installations. Mr. Rom stated any funds budgeted and
49 not expended are added to Unassigned Fund Balance, if total expenditures are under budget.
50 Ms. Dumas questioned the aquatic maintenance expenditures, as she believes the ponds were
51 green for part of the year. Mr. Rom stated he is aware that at least one HOA questioned what it
52 is to maintain versus what the CDD maintains. If Ms. Dumas emails him the pond in question he
53 will look into it and respond.

54 Resident Mark Cooper asked for a budget breakdown of funds allocated for stormwater,
55 maintenance of 210 and Beachwalk.

56 Resident Claire Karp asked if the CDD will consider permanent mulch to reduce waste. A
57 Board Member stated Mr. Rom will speak with the landscape contractor. Ms. Karp asked for
58 annual plantings to be reduced to reduce expenditures.

59 A resident asked if there is a checklist of items remaining to be done in each community,
60 such as mulch, lighting, etc. She believes the lights at Seaside Estates have not worked for one
61 year. A Board Member stated the Developer has a list for each community but the lists have not
62 been shared with the CDD. The entry feature was ordered and will be installed when paving is
63 complete.

64 Resident Jennifer Rickus stated she observes trimmings entering the lake when Tree
65 Amigos is trimming and asked if anything is being done to address the pond scum.

66 Mr. Rom stated, for maintenance complaints, concerns or requests that are part of this
67 agenda, the CDD is working in cooperation with The Beachwalk Club to develop a process to
68 gather information and address issues. Unless the information is provided, issues cannot be
69 rectified. Some people provided information but it has been a slow process because Staff is
70 working to establish a system. The best way to address an issue is to email specific information,
71 addresses, photographs, etc., to the email address that will be distributed to residents.

72 A resident acknowledged the process and thanked the CDD for its efforts to improve the
73 grass. Mr. Rom stated more landscape improvements will be made; that was Phase I.

74 A resident discussed an area of CDD property where they believe the grass is 60%
75 weeds.

76 A resident expressed appreciation for the landscaping improvements. She asked if
77 Lowe’s traffic will be allowed to use CDD entrances and exits. Mr. Bryan Kinsey replied
78 affirmatively as the roadways are public. He discussed the future traffic plans for the area.

79 Resident Dave Mullins asked if a speaker can be utilized. Mr. Bryan Kinsey stated Staff
80 will inquire and if The Club does not have one, a speaker will be purchased.

81 Mr. Mullins asked when a contract between the HOA and Beachwalk is anticipated. Mr.
82 Rom stated it will be discussed during the meeting.

83 A resident discussed road debris and asked if there is a plan to address it. Mr. Bryan
84 Kinsey stated he shares the same concern and it will be addressed.

85

86 **THIRD ORDER OF BUSINESS**

**Discussion: of St. Johns County Drainage
Easement**

87

88

89 Mr. Bryan Kinsey stated the CDD reached an agreement with the County regarding the
90 construction of the six-lane road CR-210 between the edge of Beachwalk property going out to
91 I-95. The matter is expected to be included on the November 21, 2023 County agenda. The
92 County requested an easement to drain into the pond.

93

**On MOTION by Mr. Shact and seconded by Mr. Bryan Kinsey, with all in favor,
authorizing Mr. Bryan Kinsey and Staff to finalize the Agreement with St. Johns
County and authorizing the Chair to execute, was approved.**

94

95

96

97

98

99 **FOURTH ORDER OF BUSINESS**

**Discussion: Intended Usage of Easement
Surrounding Lakes**

100

101

102 Ms. Delegal stated ownership of the lakes is being researched to determine the extent
103 of the CDD’s rights and what requirements and regulations the CDD can impose upon use of the

104 lakes. The CDD's right to maintain and clear impediments to the lakes has been established.
105 Updates will be provided in the future.

106

107 **FIFTH ORDER OF BUSINESS**

**Consideration of STA Blue, LLC Commercial
108 Pool Service Agreement**

109

110 Mr. Rom stated the CDD has a budget line item for fountain maintenance. The Board
111 asked for proposals for fountain maintenance to be solicited. Only one company was interested
112 in submitting a proposal. STA Blue, LLC bid approximately \$102,000, which is under the
113 \$110,000 budgeted amount; the bid is deemed reasonable.

114

115 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
116 **favor, the STA Blue, LLC Commercial Pool Service Agreement, and authorizing**
117 **District Counsel to prepare the CDD preferred form of Agreement, was**
118 **approved.**

119

120

121 Mr. Bryan Kinsey noted that the STA Blue agreement pertains to maintenance of the
122 front entry features; it is not for pool maintenance.

123

124 **SIXTH ORDER OF BUSINESS**

**Consideration of Field Operations
125 Agreement with Beachwalk Club**

126

127 Mr. Rom recalled that he and Mr. Shact were authorized to work with the Beachwalk
128 Club to develop an Agreement and a Scope of Services for managing requests from residents.
129 He presented the Agreement, which includes a Phase I Scope of Services that would apply
130 initially and would progress to Phase II, as necessary, as the CDD grows and develops further.

131

132 Mr. Shact discussed the previous efforts to manage resident requests and the need to
133 determine which entity is responsible for each issue. He outlined the new proposed trouble
134 reporting system in which emails will be addressed to Maintenance@clubbeachwalk.com and
135 noted that, while the Club is not taking responsibility for fixing the problem, the program could
136 possibly expand in the future. He discussed budgeting and the overlap between The Club and
the CDD.

137 Mr. Chenoweth discussed Art’s experience managing contractors and stated he would
138 be very helpful assisting in this regard.

139 Mr. Shact noted that trouble reporting is a first step; the second phase might allow The
140 Club to manage the issues identified, as they arise. Mr. Chenoweth will ensure that the
141 information is disseminated to homeowners.

142 Discussion ensued regarding the website, the need to assign responsibility to items
143 raised, the need for repairs to be completed within the budgetary limits and having a not-to-
144 exceed threshold of \$25,000.

145 Mr. Shact noted that the Agreement has not been approved by The Club; once approved
146 in substantial form, The Club’s attorney and District Counsel will finalize the Agreement.

147 Mr. Bryan Kinsey predicted the Agreement will be executed within the next ten days.
148

149 **On MOTION by Mr. Bryan Kinsey and seconded by Mr. Shact, with all in favor,**
150 **the Field Operations Agreement Between Twin Creeks North Community**
151 **Development District and Beachwalk Club, Inc., in substantial form and taking**
152 **into consideration provisions discussed, and authorizing the Chair to execute,**
153 **was approved.**

154
155
156 **SEVENTH ORDER OF BUSINESS** **Update: Letter to Lennar Regarding**
157 **Reclaimed Water Irrigation System for**
158 **Reef**

159
160 Mr. Rom stated Lennar responded a week or two ago and a further response is
161 expected. Ms. Delegal stated that Counsel advised that reimbursement will be forthcoming;
162 further updates will be provided.

163
164 **EIGHTH ORDER OF BUSINESS** **Consent Agenda Items**

165
166 **A. Acceptance of Unaudited Financial Statements as of September 30, 2023**

167 Mr. Rom noted that the expenses were slightly under budget for the Fiscal Year ending
168 September 30, 2023.

169 **B. Approval of August 22, 2023 Public Hearings and Regular Meeting Minutes**

170

171

172

173

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

174

175

176

NINTH ORDER OF BUSINESS

Staff Reports

177

178

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

179

Ms. Delegal discussed the need to prepare the St. Johns County Drainage Easement and requested approval, if it is acceptable, to approve and record the Easement and present it for ratification at a future meeting. Approval was granted.

182

B. District Engineer: Prosser, Inc.

183

Mr. Rom stated the District Engineer is evaluating Parcel 14 and questions and concerns about the ponds; some information is expected within the next few weeks.

185

C. Field Operations Liaison

186

There was no Field Operations Liaison report.

187

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

188

- **NEXT MEETING DATE: November 28, 2023 at 1:15 PM, or immediately following the adjournment of the Creekside at Twin Creeks CDD Meeting, scheduled to commence at 12:15 PM**

189

190

191

- **QUORUM CHECK**

192

The next meeting will be on November 28, 2023, unless cancelled.

193

194

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

195

There were no Board Members' comments or requests.

196

197

198

ELEVENTH ORDER OF BUSINESS

Public Comments

199

200

Ms. Dumas noted that maintenance of the front monuments was approved and asked how much was being paid before. Mr. Bryan Kinsey stated nothing was paid, as lagoon Staff

201

202 maintained it as part of their regular duties; no funds were transferred. Mr. Rom stated it was
203 not previously in the CDD budget.

204 In response to resident Greg Karp’s comment about meetings, Mr. Rom stated the
205 meeting time and day of the month is approved by the Board. Mr. Karp recommended holding
206 meetings after work hours so that residents can attend.

207

208 **TWELFTH ORDER OF BUSINESS**

Adjournment

209

210

**On MOTION by Mr. Bryan Kinsey and seconded by Mr. Shact, with all in favor,
the meeting adjourned at 1:56 p.m.**

211

212

213

214

215

216

217

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

218
219
220
221
222
223

Secretary/Assistant Secretary

Chair/Vice Chair

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS C**

Rec'd 4/15/24

Beachwalk Club, Inc.
100 Beachwalk Club Drive
Saint Johns, Fl 32259

INVOICE

March 1, 2024

RE: Maintenance Reporting for C CDD March 2024

Twin Creeks North CDD
2300 Glades Rd Suite 410 W
Boca Raton, FL 33431

Maintenance Reporting Details See Attached:

Total

\$1,250.00

CDD Reporting

Jan. 2024

- Median lights at East Entrance not working troubleshot landscape timers and photocells all monuments and found several tripped breakers and reported to Daniel Rom. I continued throughout the month to periodically check and reset them, especially after storms. I reached out to an electrician for estimate for troubleshooting issues, and will continue to work on this project to eliminate future issues.
- B in "Beachwalk" not lighting up This has since been repaired.
- Damage to directional "wayfinding" signs throughout property repairs to these signs were made prior to this report. I drove the boulevard and took pictures of all the signs still in need of repair and reported to Daniel and Gene.
- Acted as liaison between Daniel, Beachwalk Lagoon Maintenance, and Florida East Coast Construction during transition of monument fountain maintenance contract.
- Inspected all CDD waterway management areas. As of today (1/29) was asked to assist in addressing issues reported by the District Engineer via Daniel Rom.
 - Pond 11
 - Pond 15-C
 - Pond 14-A
 - Pond 14-B
 - Pond 14-C
 - Pond 14-D
 - Pond 15-A

Feb 2024

- Corresponded with residents regarding various lighting outages
- Handled reporting monument fountain issues
- Corresponded with residents about fountain outages/issues/repairs/resolutions
- Reported irrigation issue causing hole outside Seaside Estates to landscaping team for repair
- Responded to resident report of multiple broken sprinkler head throughout CDD and alerted landscapers to repair including locations
- Handled reporting for other irrigation issues throughout CDD
- Reported issues with Wayfinding signs and included pictures and locations of these issues
- Received and relayed information to Daniel regarding lighting outages at East entrance and provided a monument lighting repair bid from Nite Lites

March 2024

- Corresponded regarding mulch bid/need throughout CDD grounds expressing definite need to re-mulch all garden beds and benefits of doing so
- Relayed information back and forth with fountain maintenance regarding needed valve replacement and sand filter service and future fountain repair needs

- **Corresponded with residents regarding fountain outages, irrigation issues/repairs, lighting issues/repair processes**
- **Notified irrigation team of landscaping issues throughout CDD i.e. broken valve cover boxes, weedy areas, palm tree trimming, etc.**
- **Corresponded with residents regarding tied-up palm tree at West entrance**

**TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS D**

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
|---|----------------------------|----------|
| October 24, 2023 CANCELED | Regular Meeting | 1:15 PM* |
| November 1, 2023 | Regular Meeting | 1:15 PM* |
| November 28, 2023 CANCELED NO QUORUM | Regular Meeting | 1:15 PM* |
| January 23, 2024 CANCELED NO QUORUM | Regular Meeting | 1:15 PM* |
| March 26, 2024 CANCELED NO QUORUM | Regular Meeting | 1:15 PM* |
| April 23, 2024 | Regular Meeting | 1:15 PM* |
| May 28, 2024 | Regular Meeting | 1:15 PM* |
| July 23, 2024 | Regular Meeting | 1:15 PM* |
| August 27, 2024 | Regular Meeting | 1:15 PM* |
| September 24, 2024 | Regular Meeting | 1:15 PM* |

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