### TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT
DISTRICT
October 14, 2025
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

# AGENDA LETTER

### Twin Creeks North Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W 

Boca Raton, Florida 33431

Phone: (561) 571-0010 

Toll-free: (877) 276-0889 

Fax: (561) 571-0013

October 7, 2025

Board of Supervisors Twin Creeks North Community Development District

**Dear Board Members:** 

### **ATTENDEES:**

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

**Note: Meeting Time** 

The Board of Supervisors of the Twin Creeks North Community Development District will hold a Regular Meeting on October 14, 2025 at 5:30 p.m., at the Beachwalk Clubhouse Restaurant, 100 Beachwalk Club Drive, St. Johns, Florida 32259. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Chairman Open Remarks
- 3. Public Comments (non-agenda items only)
- 4. Update: Consultation Study
- 5. Discussion: Sovereign Immunity
- 6. Update/Discussion: Field Operations
  - A. Field Operations Status Reporting
  - B. The Greenery
    - Smart Irrigation System Update
    - Maintenance Schedule
    - Mapping Update
  - C. Multiuse Path Signage
  - D. Fountains Project
- 7. Discussion/Consideration: ICS Account [Information, Overview, FDIC Limit]
- 8. Consideration of Resolution 2026-01, Adopting a Policy Relating to Board Member Vacancy Appointments; Providing a Severability Clause; and Providing an Effective Date
- 9. Consent Agenda Items
  - A. Acceptance of Unaudited Financial Statements as of August 31, 2025

- B. Approval of August 26, 2025 Public Hearing and Regular Meeting Minutes
- C. Ratification of The Greenery, Inc. Invoice 791366 [Irrigation Service Call]

### 10. Staff Reports

A. District Counsel: Kilinski | Van Wyk PLLC

B. District Engineer: *Prosser, Inc.* 

C. Field Operations Liaison: (to be conducted under agenda item 6)

D. Landscape Maintenance: The Greenery, Inc. (to be conducted under agenda item 6)

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

• 1,917 Registered Voters as of April 15, 2025

NEXT MEETING DATE: November 18, 2025 at 1:45 PM

### QUORUM CHECK

SEAT 1	GEOFF GUNDLACH	IN PERSON	PHONE	No
SEAT 2	DAVID MULLINS	In Person	PHONE	No
SEAT 3	NEAL SHACT	In Person	PHONE	☐ No
SEAT 4	BRYAN KINSEY	In Person	PHONE	☐ No
SEAT 5	Mark Kuper	In Person	PHONE	☐ No

- 11. Board Members' Comments/Requests
- 12. Public Comments

### 13. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 909-7930 or Kristen Thomas at (561) 517-5111.

Sincerely,

Daniel Rom
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 528 064 2804

## TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT



### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

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### Twin Creeks North CDD:

### Field Ops Status:

- 1. Landscaping and Irrigation (The Greenery will be presenting)
  - Mapping has occurred, finishing touches on the system maps (DM awaiting final pdf) Ongoing
  - b. Irrigation Controller and mapping to be double-checked- additional discussion asked by board member. **Ongoing**
  - c. Weekly updates to be given by Monday at 4pm for previous week.
  - d. Quarterly visits with Field Ops
  - e. Irrigation manager to produce a winter schedule. Pending
  - f. Labor has been an issue, addressed moving forward. Confirmed
  - g. Discussions around lake bank, missed areas etc. Ongoing
  - h. Chemical Spill- The Greenery stating it was not them but are good stewards to handle. **Ongoing**
  - i. 70K enhancements-Ongoing
  - j. Greenery will be speaking on the status of their agreement to work being performed.
  - k. Liaison positions- continue add, remove. **Discussion**
  - l. 5 instances where CDD vendor was called out to repair, replace or remove elements that was not CDD responsibility.

### 2. Fountains

- a. Fountain capital project- equipment and materials being order. Ongoing
- b. Vendor is now starting January. Discussion in agenda
- c. Proposal for lighting in basins ongoing- waiting response on vendor if install should happen after, or during. **Ongoing on hold**
- d. Landscaping on top of maintenance being looked at by The Greenery to ensure the current plants do not damage fountain work. Possibly changing it out, adding fencing etc. **Ongoing**
- e. Landscape lighting proposal will be reworked after the above a-d is done. On hold

### 3. General Follow-up

a. Beach walk traffic signal construction to be complete Oct/Nov Ongoing

- b. BJs tract still with Engineer- awaiting the BJS completion of landscaping (TPAM working with Retailers) **On hold and pending**
- c. Off Duty officer- Discussion
- d. ICS on agenda
- e. ADA Mats and Striping- awaiting meeting with developer.
- f. Multi use path signs- in application phase with county.
- g. Land ownership for CDD- areas in question are conservation areas.
- h. Holiday lighting is ready to go.- installing
- i. Channel Lettering- Complete
- j. Stocking of ponds- in permitting
- k. Car accident/ Ongoing with insurance adjuster
- l. Status of power washing? Awaiting Proposals from TPAM
- m. Status of Hogs? Ongoing
- n. Lake Bank 14a and B- no response on completion- Board decision on next steps
- o. Seaside Estates Depression-Valencourt Repair- no CDD use of money

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

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### Dear Twin Creeks CDD,

As part of our ongoing commitment to providing exceptional landscape maintenance services, I am pleased to provide our latest Client Communication Report. During my recent visit to your property, I was able to assess the following areas of recent accomplishment on your property.

In this report, you will find a high-level overview of our recent accomplishments on your property, including the completion of specific projects and any notable highlights that showcase the beauty and health of your landscape. We also provide insights into ongoing tasks, giving you a clear picture of our continuous efforts to maintain and enhance your outdoor spaces.

Moreover, we have identified several opportunities that could further elevate the aesthetic and functional value of your property. These suggestions are carefully curated based on our expert assessment and your unique landscape needs, aiming to deliver the best possible outcomes for your environment.

As your trusted advisor, my goal is to ensure transparent and effective communication, offering you peace of mind that your landscape is in capable hands. Should you have any questions or wish to discuss any aspect of the report, please do not hesitate to reach out to me directly.

Thank you for your continued trust in our services. We look forward to working together to create and maintain a landscape that exceeds your expectations.

Warm regards, William Allen Flannery, CRM

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### **Client Communication Report**

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Reported On: Report By:

September 30, 2025 William Allen Flannery

Property Size: Property Name:

118.57 Acres Twin Creeks North CDD, 100 Beachwalk Clb Dr, St John...

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### **Client Communication Report**

### **MAINTENANCE ITEMS**

- 1. During today's inspection, I identified weeds that need to be removed and detailing work required at the monument areas near BJ's Wholesale Warehouse.
- 2. Over the past couple of weeks, the landscape beds were in good condition. However, due to recent heavy rainfall, we've observed a resurgence in weed growth. Our production and Plant Health Care (PHC) teams are actively addressing these issues and will continue to prioritize weed control efforts.
- 3. We have identified an abundance of weeds at the entrance monument for the Cove. Our production and Plant Health Care (PHC) teams are prioritizing these issues, with our PHC teams dispatched since Monday, September 29, 2025, to assist with weed control efforts. These concerns will be addressed promptly.
- 4. We have identified an abundance of weeds in another area requiring attention. Our production and Plant Health Care (PHC) teams are prioritizing these issues, with our PHC teams dispatched since Monday, September 29, 2025, to assist with weed control efforts. These concerns will be addressed promptly.
- 5. We have identified weeds and out-of-place plant material in the island that require removal. Our production team is prioritizing this issue and will address it promptly.
- 6. We have identified an abundance of weeds in the roses and liriope within this bed that require attention. Our production team is prioritizing this issue and will address it promptly.
- 7. We have identified another area requiring detailing and weed removal. Our production team is prioritizing issues like this and will address them promptly.
- 8. Although I observe that work has been done on detailing in this area, there is more to address with weeds that need to be sprayed and removed. Our production and Plant Health Care (PHC) teams will continue prioritizing these tasks to ensure complete resolution.
- 9. I have identified an additional bed where weed growth requires attention. Our Production and PHC teams have been informed and are in the process of addressing these concerns.
- 10. We have identified a flush of weeds in the Juniper at the entrance that requires attention. Our teams are actively working to address these issues promptly.

### NOTES TO OWNER/CLIENT

- 1. Our production are focusing on detailing in landscape beds today 9-29-25 near Lowe's and the cove
- 2. Our PHC team are working on weed control in conjunction with our production team at the large fountain / monument areas
- 3. Our team has begun detailing work at the entrance monument beside Wawa. While progress is underway with cleanup and detailing in this area, some grasses in the Juniper still need to be removed. We will continue to address these deficiencies promptly.
- 4. Our team is actively working on detailing and pruning at the Seaside Estates entrance near BJ's Wholesale Warehouse. We've identified significant weed issues that need to be addressed, and our Plant Health Care (PHC) team has been on-site since Monday, September 29, 2025, assisting with these efforts.
- 5. Our production team has been actively working on detailing and addressing weed issues at this monument. These efforts are ongoing to ensure the area is fully maintained.
- 6. Our production team has been actively working on detailing and addressing weed issues at this monument. These efforts are ongoing to ensure the area is fully maintained.
- 7. I wanted to share our plan for the remainder of this week. Our Production Manager will be working closely with the crew to ensure we meet our detailing goals. To further support this effort, we are bringing in additional assets to assist with the detail work.

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Created On September 30, 2025 by William Allen Flannery © created on site During today's inspection, I identified weeds that need to be removed and detailing work required at the monument areas near BJ's Wholesale Warehouse.



**Note Attachments** 





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Over the past couple of weeks, the landscape beds were in good condition. However, due to recent heavy rainfall, we've observed a resurgence in weed growth. Our production and Plant Health Care (PHC) teams are actively addressing these issues and will continue to prioritize weed control efforts.



**Note Attachments** 





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We have identified an abundance of weeds at the entrance monument for the Cove. Our production and Plant Health Care (PHC) teams are prioritizing these issues, with our PHC teams dispatched since Monday, September 29, 2025, to assist with weed control efforts. These concerns will be addressed promptly.



**Note Attachments** 





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We have identified an abundance of weeds in another area requiring attention. Our production and Plant Health Care (PHC) teams are prioritizing these issues, with our PHC teams dispatched since Monday, September 29, 2025, to assist with weed control efforts. These concerns will be addressed promptly.



**Note Attachments** 





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We have identified weeds and out-of-place plant material in the island that require removal. Our production team is prioritizing this issue and will address it promptly.



**Note Attachments** 





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We have identified an abundance of weeds in the roses and liriope within this bed that require attention. Our production team is prioritizing this issue and will address it promptly.



**Note Attachments** 





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We have identified another area requiring detailing and weed removal. Our production team is prioritizing issues like this and will address them promptly.



**Note Attachments** 





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Although I observe that work has been done on detailing in this

area, there is more to address with woods that peed to be

area, there is more to address with weeds that need to be sprayed and removed. Our production and Plant Health Care (PHC) teams will continue prioritizing these tasks to ensure complete resolution.



**Note Attachments** 





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I have identified an additional bed where weed growth requires attention. Our Production and PHC teams have been informed and are in the process of addressing these concerns.



**Note Attachments** 





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We have identified a flush of weeds in the Juniper at the entrance that requires attention. Our teams are actively working to address these issues promptly.



**Note Attachments** 





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Our production are focusing on detailing in landscape beds today 9-29-25 near Lowe's and the cove



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Our PHC team are working on weed control in conjunction with our production team at the large fountain / monument areas



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Our team has begun detailing work at the entrance monument beside Wawa. While progress is underway with cleanup and detailing in this area, some grasses in the Juniper still need to be removed. We will continue to address these deficiencies promptly.



**Note Attachments** 





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Our team is actively working on detailing and pruning at the Seaside Estates entrance near BJ's Wholesale Warehouse. We've identified significant weed issues that need to be addressed, and our Plant Health Care (PHC) team has been on-site since Monday, September 29, 2025, assisting with these efforts.



**Note Attachments** 





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# 5. NOTES TO OWNER/CLIENT

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Our production team has been actively working on detailing and addressing weed issues at this monument. These efforts are ongoing to ensure the area is fully maintained.



**Note Attachments** 





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# 6. NOTES TO OWNER/CLIENT

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Our production team has been actively working on detailing and addressing weed issues at this monument. These efforts are ongoing to ensure the area is fully maintained.



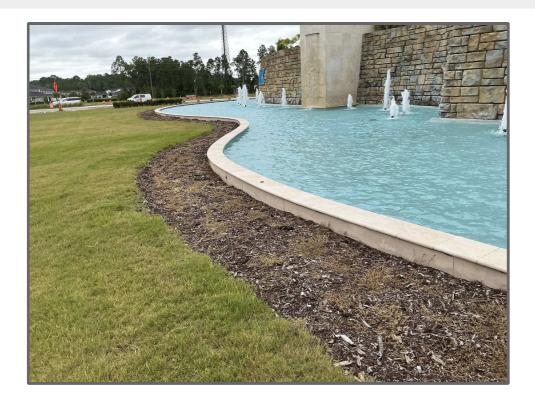
**Note Attachments** 





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# 7. NOTES TO OWNER/CLIENT

Created On September 30, 2025 by William Allen Flannery

I wanted to share our plan for the remainder of this week. Our Production Manager will be working closely with the crew to ensure we meet our detailing goals. To further support this effort, we are bringing in additional assets to assist with the detail work.



Enhancing People's Lives Through Beautiful Landscapes

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# TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

# 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 algaecide, 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:

- Test, balance and maintain chemicals, including chlorine, pH, alkalinity, calcium (a) 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;
- Backwash filters: (c)
- Clean skimmer baskets: (d)
- Clean hair and lint traps; (e)
- (f) Monitor and interpret gauges, flow meters, operations and recirculation efficiency of various filters and filter media systems;
- Maintain and monitor bumpers, o-rings, gaskets, and gauges; (g)
- (h) Monitor and inspect all fountain equipment each service visit;
- Perform such other work as set forth in the Proposal. (i)
- All chemicals required to maintain the Fountains of the District, or which the 1.3 District is responsible for maintaining, shall be furnished at the cost of the Contractor.
- 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.
- 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.

District shall pay Contractor for the faithful performance of the Agreement in 2.1 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:
  - 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 be 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 properly (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:

- Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- 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
- 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.

- Independent Contractor. This Agreement does not create an employee/employer 18.1 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 <u>E-Verify</u>. 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 <u>Sales Tax and Excise Tax</u>. 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 <u>Assignment</u>. 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 <u>Amendments</u>. 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 <u>No Third-Party Beneficiary</u>. 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 e entitled to assert a claim against either of them based on this Agreement.
- 18.8 <u>Interpretation of Agreement</u>. 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 <u>Ambiguities</u>. 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 <u>Joint Preparation</u>. 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 <u>Exhibits</u>. 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 <u>Severability</u>. 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 <u>Priority of Provisions</u>. 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 <u>Scrutinized Company Certification</u>. 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/

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.

Rev 12-06-2023

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: Brankinsey
Chair/Vice-Chair Board of Supervisors

gth day of Jonney, 20284

Witnesses:

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

John L. Buckt

Print Name

Print Name

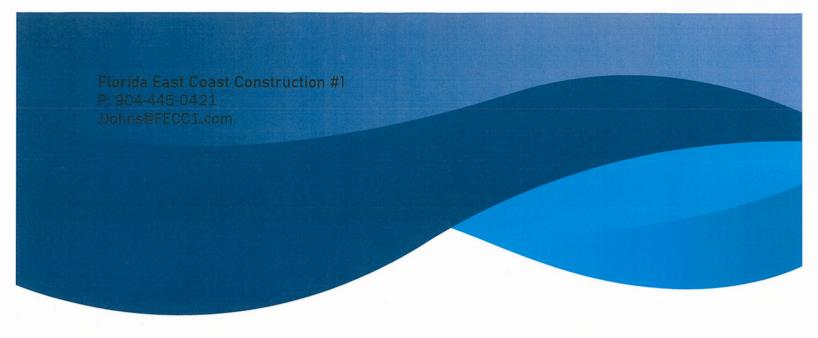
(CORPORATE SEAL)

Print name:

Title: (N)N)

day of **hour**, 2023

# EXHIBIT A CONTRACTOR'S PROPOSAL



# FOUNTAIN SERVICE AGREEMENT

This agreement is entered into by and between STA Blue, LLC and Twin Creeks North CDD at 2300 Glades Road, Suite 410W Boca Raton, FL 33231 for the maintenance account of Beachwalk Club entry fountains along Beachwalk Boulevard.

### **OVERVIEW:**

FECC agrees to maintain the neighborhood entry fountains properly.

The following tasks will be conducted during each visit:

- Skimming surfaces of floating debris
- Vacuuming
- Brushing of walls & bottoms
- · Cleaning of perimeter drains.
- · Cleaning of filtration systems
- · Testing and balancing water chemistry
- Preventive maintenance of all equipment
- · Keeping equipment areas neat and free of rubbish

# **NOT INCLUDED:**

- WEEDING
- Mowing around fountains
- ANY landscape

Cost & frequency of service dates: \$101,568.00 per year 3 Days/ week,

Invoices for \$8,464.00 plus any added items will be sent on the first day of each month. Payment is due by the last day of each month of service by check, credit card, or ACH transfer. Services will be suspended if no payment is made by the last week of the following month.

### 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.



September 24, 2025

Beachwalk 752 County Rd. 210 St. Johns FL 32259

#### **RE: SERVICE FOR 4 FOUNTAINS**

Coastal Luxury Outdoors ("Coastal") will provide complete fountain service 3 days per week.

Our complete service for your fountains includes the following:

- Leaf Net Debris
- Test Water and Record DOH Log & Findings
- Balance/Adjust Water Chemistry
- Basic Chemicals (Sanitizer, Filter, pH and Alkalinity Adjusters)
- Brush and Clean Tile\*
- Vacuum/Brush the Interior\*
- Backwash and Clean Filters\*
- Service Required Following Severe Weather Conditions will be Quoted Separately
- Salt, Algicide and Degreasing of Filters will be Quoted Separately

\*Denotes an "as needed" basis

Coastal will report any necessary operational or DOH repairs.

In the event DOH issues should arise Coastal will handle all communications with the DOH.

Required repairs will be quoted and must be approved by management before proceeding.

NOTE: EQUIPMENT/FILTERS MUST BE FUNCTIONAL AND IN GOOD WORKING CONDITION FOR COASTAL TO PERFORM PROPER SERVICE. IF REPAIRS QUOTED ARE NOT APPROVED IN A TIMELY MANNER ADDITIONAL CHARGES WILL BE INVOICED FOR THE ADDED LABOR/CHEMICALS. LEAKS NOT BEING REPAIRED IN A TIMELY MANNER WILL ALSO INCUR ADDITIONAL CHARGES FOR LABOR/CHEMICALS.

### Fountain Service with Chemicals – \$6,000 (Billed Monthly in Advance)

Coastal reserves the right to adjust monthly service rate due to chemical shortages and vendor price increases.

We appreciate the opportunity to earn your business. As a monthly service customer, you will receive the highest quality service available. Your technician will be trained and experienced in the care of fountains to the State of Florida DOH Standards. Please note that either party may terminate this contract with a 30-day written notice via certified mail with or without cause. If the account is delinquent in payments the 30-day notice will not apply. Customer agrees to pay all collection costs including reasonable attorney fees and court costs which are incurred to collect any unpaid balances.

		EFFECTIVE DATE: TBD - 12/31/26
Property Representative	Date	_

Please scan and e-mail signed contract to: Heidi@CoastalLuxuryPV.com

Coastal Luxury Outdoors (904) 543-2626 7750 Bayberry Rd. Jacksonville FL 32256

# TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT



# Who can use ICS?

- Businesses of all sizes and types
- Nonprofits
- Government finance officers
- Other large-dollar depositors

# How can you take advantage of ICS?

Let's talk about how ICS can work for you, and how you can enjoy yield, peace of mind, and flexibility—all at the same time.

# IT PAYS TO BE SAFE®





© 2018 Promontory Interfinancial Network, LLC.

# What is ICS?

The ICS®, or Insured Cash Sweep®, service is a smart, secure, and convenient way to safeguard your large deposits.



#### **EARN INTEREST**

Put funds to work in money market deposit accounts.



#### **ENJOY PEACE OF MIND**

Your ICS funds are eligible for multi-million-dollar protection that's backed by the full faith and credit of the United States government.

No depositor has ever lost a penny of FDIC-insured funds.



#### **MAINTAIN ACCESS TO FUNDS**

Withdraw ICS funds up to six times per month.

# How does ICS work?

Our bank is part of a special network, the ICS Network. You have or set up a transaction account with our bank, sign the agreements, and deposit funds.

ICS NETWORK BANKS











Deposits are sent to money market deposit accounts at other member institutions in amounts under the standard FDIC insurance maximum of \$250,000.1

By working directly with just us—a bank you already know and trust—you can receive coverage through many and get just one regular statement.

[1] The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank.

Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. With the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS, Insured Cash Sweep, and It Pays to Be Safe are registered service marks of Promontory Interfinancial Network, LLC.

0918



# SMART INVESTING

Access Multi-Million-Dollar FDIC Insurance and Earn Interest

**MMDA OFFERING** 



# INTRAFI CASH SERVICE<sup>SM</sup> OVERVIEW



ICS is a smart convenient way to safeguard your large deposits. With ICS your funds are placed into money market deposit accounts.

# With ICS, you can

- Enjoy peace of mind knowing your funds are eligible for multi-million-dollar FDIC insurance
- Earn interest
- Save time by working directly with our bank
- Maintain flexibility
- Know the amount of your deposit can be used to invest in your local community<sup>1</sup>

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use ICS, our bank can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <a href="https://www.intrafi.com/network-banks">https://www.intrafi.com/network-banks</a>. The depositor may exclude banks from eligibility to receive its funds. IntraFi, ICS, Insured Cash Service are registered service marks, and the IntraFi hexagon and IntraFi logo are service marks, of IntraFi Network LLC.



# WHY ICS?



# **Enjoy Peace of Mind**

Relax knowing that your funds are eligible for multi-million-dollar FDIC insurance, protection that's backed by the full faith and credit of the United States government.

No one has ever lost a penny of FDIC-insured deposits.



# **Save Time**

Work directly with us—a bank you know and trust—to access multi-million-dollar FDIC insurance, and say 'goodbye' to tracking collateral on an ongoing basis, managing multiple bank relationships, manually consolidating bank statements, and other time-consuming workarounds.



# WHY ICS?



# **Maintain Flexibility**

Enjoy access to funds
placed into money market
deposit accounts.



# **Earn Interest**

Earn one interest rate.

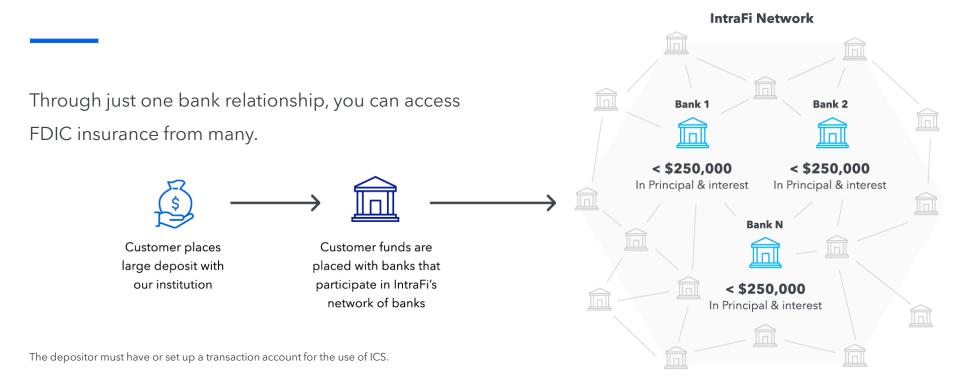


# **Support Your Community**

Feel good knowing that the full amount of your funds placed through ICS can stay local to support lending opportunities that build a stronger community.



# **HOW DOES ICS WORK?**



We, like other institutions that offer ICS, are members of a special network. When your organization uses ICS to place funds, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000 and placed in deposit accounts at other FDIC-insured banks that participate in the same network. You receive just one monthly statement detailing all of your placements, and, as always, your confidential information remains protected.



# FOLLOW THESE STRAIGHTFORWARD STEPS

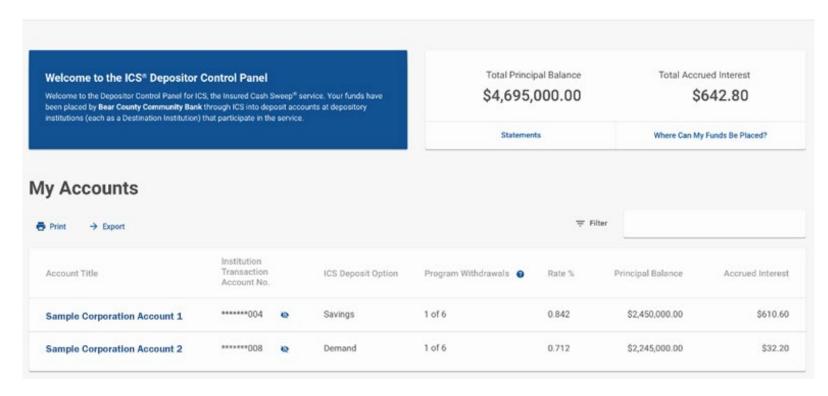
- You sign an ICS Deposit Placement
  Agreement and a custodial agreement
  with us.
- You identify an existing transaction account (or set up a new one) to be used with ICS.
- Your funds are placed into deposit accounts at other IntraFi network banks.

- 4 You can check balances and see where your funds are at all times using an online tool specially developed for ICS.
- You receive one monthly statement from us summarizing your account activity and balances across institutions.



# UTILIZE CONVENIENT, ONLINE TOOLS

When you choose ICS, you gain access to the Depositor Control Panel. You can check your ICS balances, view where your funds could be placed, review and manage daily proposed fund placements, track monthly program withdrawals, and view your transaction history.



www.depositorcontrol.com



# CALL US TODAY

Let's talk about how ICS can work for you.





# Safety, Returns, and Peace of Mind: Access up to \$175 Million Dollars in FDIC insurance

ICS®, the IntraFi Cash Service<sup>SM</sup>, and CDARS®, the IntraFi Certificate of Deposit Account Registry Service® are smart, secure, convenient ways to keep large-dollar deposits safe. You can access multi-million-dollar FDIC insurance at network banks through your BankUnited relationship, all while keeping your funds safe and secure.

# How do ICS and CDARS work?

When we place your organization's deposit through the ICS or CDARS service, your money is divided into amounts under the standard FDIC insurance maximum of \$250,000 and is placed in deposit accounts at multiple FDIC-insured banks. This makes your deposit eligible for FDIC insurance with each member bank. Use of these services makes it possible for you to gain access to up to \$175 million dollars of FDIC insurance. As a result, you can access coverage from many institutions while working directly with BankUnited as a single point of contact.

# Want to learn more? Call me today.

# **Whitney Motes**

Small Business Officer 407-583-9243 WMotes@BankUnited.com

# With ICS and CDARS, you can:



Enjoy Peace of Mind — With access to multi-million-dollar FDIC coverage through both services, your funds are eligible for protection that is backed by the full faith and credit of the federal government.



Save Time – You can forego the need to track collateral on an ongoing basis, open accounts under different insurable capacities, or to manage multiple bank relationships. This means you can spend more time accomplishing your financial goals.

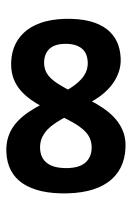


Access Funds – When funds are placed through the ICS service, you may make unlimited program withdrawals. Funds placed through the CDARS service offer multiple maturities to help meet your liquidity needs.

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### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT



### **RESOLUTION 2026-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY RELATING TO BOARD MEMBER VACANCY APPOINTMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to adopt policies and procedures to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the *Policy Relating to Board Member Vacancy Appointments* attached hereto as **Exhibit A** ("**Policy**") for immediate use and application; and

**WHEREAS,** the Board has complied with applicable Florida law concerning adoption of the Policy.

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

**SECTION 1.** The attached Policy is hereby adopted pursuant to this Resolution as necessary for the conduct of filling vacancies on the Board of Supervisors. The Policy shall remain in full force and effect until such time as the Board of Supervisors amends or repeals the Policy in accordance with the Act.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of October, 2025.

ATTEST:	TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Policy Relating to Board Member Vacancy Appointments

### **EXHIBIT A**

Policy Relating to Board Member Vacancy Appointments

### TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT POLICY RELATING TO BOARD MEMBER VACANCY APPOINTMENTS

**SECTION 1. INTRODUCTION.** Section 190.006, Florida Statutes, provides that if, during the term of office of a Board Supervisor, a vacancy occurs, the remaining members of the Board shall fill the vacancy by an appointment for the remainder of the unexpired term. This Policy Relating to Board Member Vacancy Appointments (the "Policy") provides a formal procedure for the Board of Supervisors (the "Board") of Twin Creeks Community Development District (the "District") to fill a vacancy on the Board.

### **SECTION 2. DEFINITIONS.**

- **A.** Applicant. Per Florida law, a person, age 18 or over, that is a resident of the State of Florida, of the District, and registered to vote in St. Johns County that desires to be appointed to the Vacant Seat (hereafter defined) and who submits his or her qualifications to the District during the specified time period for the purpose of being appointed to a Vacant Seat.
- **B.** *Vacant Seat.* An open seat on the Board, the availability of which results from a Board member who previously held the seat resigning or otherwise vacating such seat, with the term for the seat having commenced but not yet expired.
- C. Vacant Seat Appointment Meeting. The first scheduled Board meeting that occurs after the completion of a twenty-one (21) day publication and notice period that announces the Vacant Seat.

SECTION 3. NOTICE OF VACANT SEAT. Upon the occurrence of a Vacant Seat, the District shall, within one week, publish notice of the Vacant Seat (the "Notice"). The Notice shall be published on the District's website, in a minimum of two e-mail blasts, preferably three, at least one week apart on the District's social media site(s), and posted in the District's facilities at locations where information is typically posted. The Notice shall contain a minimum of the following information: a general announcement regarding the Vacant Seat, including the term remaining for the Vacant Seat; the minimum legal qualifications of an Applicant (18 or over, a resident of the State of Florida, of the District, and registered to vote in St. Johns County); that the qualifications shall be submitted to the District Manager via electronic mail and hard copy, with the District Manager's e-mail, mailing and contact information, and the due date of such qualifications, which due date shall be by 5:00 p.m. on the twenty-first day following the date of publication on the website and in the e-mail blast, whichever is later; that interested Applicants should submit a resume and letter of interest; the time and date of the Vacant Seat Appointment Meeting and encouraging Applicants to attend such Vacant Seat Appointment Meeting for purposes of presenting their qualifications; and that the Board is expected to appoint at the Vacant Seat Appointment Meeting.

**SECTION 4.** VACANT SEAT APPOINTMENT MEETING. At the Vacant Seat Appointment Meeting, there shall be included an agenda item for consideration of appointment to fill the Vacant Seat. The Board shall first accept the resignation of the vacating Supervisor and declare the seat vacant pursuant to Florida law, which may occur at the Vacant Seat Appointment Meeting. At the Vacant Seat Appointment Meeting, the Board shall review each Applicant's resume, if any, and view each

Applicant's presentation regarding qualifications, if any, for the purpose of evaluating the qualifications of each Applicant. Following the evaluation of each Applicant by the Board and during the Vacant Seat Appointment Meeting, the Board shall appoint an Applicant or another individual who is not an Applicant, as set forth in Section 7, to the Vacant Seat. Any appointment must be consistent with Florida law.

**SECTION 5. TERM.** Pursuant to Section 190.006(4), *Florida Statutes*, the term on the Board for the Applicant or individual who is appointed to the Vacant Seat at the Vacant Seat Appointment Meeting shall be for the remainder of the unexpired term of the previous Board member who held the Vacant Seat prior to the appointment of the Applicant or individual to the Vacant Seat.

**SECTION 6. INTERPRETATION.** Nothing herein shall be interpreted or construed as limiting the Board's ability to make an appointment to the Vacant Seat pursuant to Florida law. Furthermore, the Policy shall be interpreted broadly so as to ensure compliance with the requirements of Chapter 190, *Florida Statutes*.

**SECTION 7. LACK OF APPLICANTS.** A lack of Applicants shall not interfere with or impair the Board's ability to make an appointment to the Vacant Seat. In the event that the Board receives one or few Applicants, or if the Board, in its sole and absolute discretion, determines it is in the District's best interest to do so, the Board may appoint an individual who is not an Applicant to the Vacant Seat.

**SECTION 8. TIE VOTE BY BOARD.** In the event of a tie vote by the Board to appoint an Applicant, the Board may elect to do one or more of the following: (1) defer appointment to later in the Vacant Seat Appointment Meeting and take a re-vote, (2) continue the Vacant Seat Appointment Meeting for not to exceed two weeks to allow for further review of the Board of the Applicants, or (3) defer consideration until the next regularly scheduled Board meeting. However, in no event should the Board exceed ninety (90) days from declaring the seat vacant to make an appointment to the Vacant Seat.

**SECTION 9. SEVERABILITY.** If any section, paragraph, clause or provision of this Policy shall be held to be invalid or ineffective for any reason, the remainder of this Policy shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Policy would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Specific Authority: §§ 120.536, 120.54, 190.006, 190.041, Fla. Stat.

Effective Date: October 14, 2025

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

### 9 CONSENT AGENDA

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

TWIN CREEKS NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2025

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS AUGUST 31, 2025

	General Fund	Service Service Pro Fund Series Fund Series Fund		Service Projects Fund Series Fund Series		Total Governmental Funds
ASSETS			_	•	_	
Cash	\$ 1,034,833	\$ -	\$ -	\$ -	\$ -	\$ 1,034,833
Investments		000 044				000.044
Revenue 2016A-1	-	960,314	-	-	-	960,314
Revenue 2016A-2	-	668,895	-	-	-	668,895
Revenue 2018	-	- 	143,269	-	-	143,269
Reserve 2016 A-1	-	1,006,983	-	-	-	1,006,983
Reserve 2016 A-2	-	466,702	-	-	-	466,702
Reserve 2018	-	-	116,586	-	-	116,586
Prepayment 2016A-1	-	50,963	-	-	-	50,963
Prepayment 2016A-2	-	51,246	-	-	-	51,246
Prepayment 2018	-	-	2,820	-	-	2,820
Construction 2016 A-2	-	-	-	95	-	95
Construction 2018	-	-	-	-	350	350
Cost of issuance 2016 A-1	-	5,905	-	-	-	5,905
Cost of issuance 2016 A-2	-	5,905	-	-	-	5,905
Interest 2016A-2	-	18	-	-	-	18
Interest 2018	-	-	31	-	-	31
Sinking 2018	-	-	72	-	-	72
Sinking 2016A-1	-	141	-	-	-	141
Sinking 2016A-2	-	61	-	-	-	61
Principal 2016A-1	-	207	-	-	-	207
Principal 2016A-2	-	102	-	-	-	102
Principal 2018	-	-	30	-	-	30
Redemption 2016 A-1	-	406	-	-	-	406
Undeposited funds	-	40	-	-	-	40
Interest receivable	-	11,474	925	-	1	12,400
Due from Twin Creeks Spe LL	321,409	88,446	-	-	-	409,855
Total assets	\$ 1,356,242	\$ 3,317,808	\$ 263,733	\$ 95	\$ 351	\$ 4,938,229

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS AUGUST 31, 2025

	_	eneral Fund	Fı	Debt Service und Series 2016	Fı	Debt Service und Series 2018	P Fun	Capital rojects d Series 2016	Pro Fund	ipital ojects Series 018		Total ernmental Funds
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts payable on-site	\$	10,050	\$	-	\$	-	\$	-	\$	-	\$	10,050
Due to Developer		17,106		-		-		-		-		17,106
Accrued taxes payable		153		-		-		-		-		153
Developer advance		2,500		-		_		-		-		2,500
Total liabilities		29,809		-		-				-		29,809
DEFERRED INFLOWS OF RESOURCES		004 400		00.000		005				4		100.055
Deferred receipts		321,409		99,920		925				1		422,255
Total deferred inflows of resources		321,409		99,920		925				1_		422,255
Fund balances: Restricted for:												
Debt service		-		3,217,888		262,808		-		_	(	3,480,696
Capital projects		-		-		· -		95		350		445
Unassigned	1	,005,024		-		-		-		_		1,005,024
Total fund balances		,005,024		3,217,888		262,808		95		350		1,486,165
Total liabilities, deferred inflows of resources												
and fund balances	\$ 1	,356,242	\$	3,317,808	\$	263,733	\$	95	\$	351	\$ 4	4,938,229

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

### STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year to Date	Budget	% of Budget
REVENUES	-			
Assessment levy: on-roll	\$ -	\$1,576,600	\$ 1,566,752	101%
Assessment levy: off-roll	-	153,296	168,112	91%
Interest and miscellaneous	-	1,500	-	N/A
Total revenues	-	1,731,396	1,734,864	100%
EXPENDITURES				
Professional & administrative				
Supervisors	-	6,800	6,000	113%
FICA	-	520	459	113%
District engineer	-	10,771	10,000	108%
General counsel	-	55,753	24,000	232%
District manager	4,377	48,152	52,530	92%
Debt service fund accounting: 2016 master bonds	430	4,733	5,163	92%
Debt service fund accounting: 2016 sub bonds	195	2,142	2,337	92%
Debt service fund accounting: Lennar bonds	292	3,208	3,500	92%
Arbitrage rebate calculation	-	1,000	1,000	100%
Audit	-	4,010	6,450	62%
Postage	36	613	750	82%
Insurance - GL, PL	-	15,236	14,672	104%
Legal advertising	-	427	1,200	36%
Mailed notices	-	-	1,600	0%
Miscellaneous - bank charges	-	-	750	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Dissemination agent	166	1,833	2,000	92%
Annual distict filing fee	-	175	175	100%
Trustee	-	10,500	10,500	100%
Contingencies		415	500	83%
Total professional & administrative	5,496	166,993	144,501	116%
Field Operations				
Accounting	625	6,875	7,500	92%
Property insurance		67,833	-	N/A
Field operations manager	5,317	36,817	9,600	384%
Landscape maintenance				
Landscape and irrigation maintenance	41,866	605,917	727,886	83%
Landscape maintenance	5,634	16,959	-	N/A
Tree/plant/irrigation replacement	-	33,036	111,265	30%
Sod replacement	-	-	30,000	0%
Annuals rotation	-	11,132	42,000	27%
Mulch	-	82,955	84,000	99%

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

### STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED AUGUST 31, 2025

	Current	Year to		% of
	Month	Date	Budget	Budget
Irrigation repairs	-	6,662	-	N/A
Irrigation water	-	233,904	375,000	62%
Albany Bay irrigation cost share	-	-	18,000	0%
Back flow prevention	-	-	1,000	0%
Lake maintenance	-	16,650	22,200	75%
Fountain service	-	85,215	105,000	81%
Fountain maintenance	-	-	5,000	0%
Monument maintenance	-	-	17,000	0%
Monument lighting maintenance	-	-	8,670	0%
Median lighting maintenance	-	-	7,600	0%
Road maintenance	-	-	15,000	0%
Signage maintenance	-	584	-	N/A
Landscape enhancement	-	24,600	30,000	82%
Holiday lighting	-	9,973	15,000	66%
Sidewalk repairs	-	-	10,000	0%
Reef irrigation cost share	-	18,000	-	N/A
Capital outlay	-	19,021	121,000	16%
Fountain repairs	-	37,640	75,000	50%
Sidewalk & cart path striping	-	-	54,000	0%
Consulting services	-	3,000	-	N/A
Security patrol	-	924	-	N/A
Animal nuisance	-	249	-	N/A
Fence	4,000	4,000	-	N/A
Contingencies	-	14,300	16,000	89%
Total field operations	57,442	1,336,246	1,907,721	70%
Other fees & charges				
Tax collector		31,435	32,641	96%
Total other fees & charges		31,435	32,641	96%
Total expenditures	62,938	1,534,674	2,084,863	74%
Excess/(deficiency) of revenues				
over/(under) expenditures	(62,938)	196,722	(349,999)	
Fund balances - beginning	1,067,962	808,302	896,011	
Fund balance - ending (projected): Assigned:				
3 months working capital	406,224	406,224	406,224	
Unassigned	598,800	598,800	139,788	
Fund balances - ending	\$1,005,024	\$1,005,024	\$ 546,012	
	+ 1,000,021	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, STATEMENT OF REVENUES, EXPENDITURES, DEBT SERVICE FUND SERIES 2016 A-1 & A-2 BONDS FOR THE PERIOD ENDED AUGUST 31, 2025

DEVENUE O	Current Month			Year To Date	Budget	% of Budget	
REVENUES Special assessment: on roll	\$		\$	1,617,286	\$ 1,608,799	101%	
Assessment levy: off-roll 2016A-1	φ	-	φ	1,017,200	88,446	0%	
Assessment prepayments		-		438,052	00,440	N/A	
Interest 2016 A-1		7,246		75,302	_	N/A	
Interest 2016 A-1		4,220		44,631	_	N/A	
Total revenues		11,466		2,175,271	1,697,245	128%	
Total revenues		11,400		2,170,271	1,037,243	12070	
EXPENDITURES							
Principal 2016A-1		_		265,000	275,000	96%	
Principal 2016A-2		_		115,000	125,000	92%	
Principal prepayment 2016A-1		30,000		335,000	, -	N/A	
Principal prepayment 2016A-2		35,000		316,114	-	N/A	
Interest 2016A-1		470		868,604	900,438	96%	
Interest 2016A-2		548		372,618	407,325	91%	
Total debt service	-	66,018		2,272,336	1,707,763	133%	
Other fees & charges							
Tax collector		_		32,246	33,517	96%	
Total other fees and charges	-	-		32,246	33,517	96%	
Total expenditures		66,018		2,304,582	1,741,280	132%	
Excess/(deficiency) of revenues							
over/(under) expenditures		(54,552)		(129,311)	(44,035)		
OTHER FINANCING SOURCES/(USES)							
Transfers out 2016A-1		(16,624)		(16,624)	_	N/A	
Transfers in 2016A-2		16,624		16,624	-	N/A	
Total other financing sources		-		-		N/A	
Net change in fund balances		(54,552)		(129,311)	(44,035)		
Fund balances - beginning	3	,272,440		3,347,199	3,424,711		
Fund balances - ending		,217,888	\$	3,217,888	\$3,380,676		

### 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 AUGUST 31, 2025

	Current Month		Year To Date				% of Budget	
REVENUES								
Assessment levy: on-roll	\$	-	\$	202,566	\$	201,300	101%	
Interest		924		11,570			N/A	
Total revenues		924		214,136		201,300	106%	
EXPENDITURES								
Principal		-		65,000		65,000	100%	
Interest		_		135,444		135,444	100%	
Total debt service				200,444		200,444	100%	
Other fees & charges								
Tax collector		_		4,039		4,194	96%	
Total other fees and charges		_		4,039		4,194	96%	
Total expenditures				204,483		204,638	100%	
Excess/(deficiency) of revenues								
over/(under) expenditures		924		9,653		(3,338)		
Fund balances - beginning	:	261,884		253,155		241,429		
Fund balances - ending	\$ 2	262,808	\$	262,808	\$	238,091		

### 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 AUGUST 31, 2025

	Current Month			ar To )ate
REVENUES	Φ.		Φ.	454
Interest 2016 A-2 Total revenues	\$	1	\$	<u>154</u> 154
Total Tovolidos		<u>'</u>		104
EXPENDITURES		_		
Total expenditures				
Excess/(deficiency) of revenues				
over/(under) expenditures		1		154
Fund balances - beginning		94		(59)
Fund balances - ending	\$	95	\$	95

### 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 AUGUST 31, 2025

	Current Month			Year To Date		
REVENUES Interest Total revenues	\$	1	\$	13 13		
EXPENDITURES  Total expenditures		-		<u>-</u>		
Excess/(deficiency) of revenues over/(under) expenditures		1		13		
Fund balances - beginning Fund balances - ending	\$	349 350	\$	337 350		

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

### MINUTES

### **DRAFT**

1 2 3 4	MINUTES OF MEETING TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT							
5	The Board of Super	visors of the Twin C	Creeks North Community D	evelopment District held a				
6	Public Hearing and Regular	Meeting on August	t 26, 2025 at 1:45 p.m., at	the Beachwalk Clubhouse,				
7	100 Beachwalk Club Drive,	St. Johns, Florida 32	259.					
8								
9 10	Present:							
11	Neal Shact		Chair					
12	Geoff Gundlach		Assistant Secretary	/				
13	Mark Kuper		Assistant Secretary	/				
14	Bryan Kinsey (via te	elephone)	Assistant Secretary	/				
15								
16	Also present:							
17								
18	Daniel Rom		District Manager					
19	Kristen Thomas		Wrathell, Hunt and Associates, LLC,					
20	Ray Passaro		Wrathell, Hunt and	Wrathell, Hunt and Associates, LLC,				
21	Chris Loy		District Counsel					
22	Neal Brockmeier (v	ia telephone)	District Engineer					
23	Art Minchew		•	Field Ops Liaison				
24	Roy Grantham		The Greenery, Inc.					
25	Allen Flannery		The Greenery, Inc.					
26	Tom Rowand		TPAM Manager	TPAM Manager				
27								
28	Residents present:							
29								
30	Cecilia Faraci	Tina Hope	Susan Clausen	Laura Wertzberger				
31	Wes Benwick	Claire Karp	Stephen Palmer					
32								
33		_		- <b></b>				
34	FIRST ORDER OF BUSINES	S	Call to Order/Roll	Call				
35								
36	Mr. Rom called the	meeting to order a	at 1:45 p.m.					
37	Supervisors Shact, Gundlach and Kuper were present. Supervisor Kinsey joined vi							
38	telephone after roll call. So	upervisor Mullins w	as not present.					
39								
40	SECOND ORDER OF BUSIN	ESS	<b>Public Comments</b>					

Mr. Rom stated general public comments are taken at the beginning and at the end of the meeting, and will also be taken during the Public Hearing to adopt the Fiscal Year 2026 budget that begins on October 1, 2025 and ends on September 30, 2026 each year.

Resident and Dorado HOA President Wes Benwick requested, on behalf of the HOA, a map outlining the CDD's maintenance responsibilities. He asked if the Board will consider the HOA reimbursing the CDD to maintain the palm trees at the end of the retaining wall at the front entrance. Mr. Rom stated he will address this with Mr. Benwick outside of the meeting.

Resident Claire Karp asked for a map outlining the CDD's maintenance responsibilities in front of the Cove ponds. She is not happy with how the CDD is maintaining the ponds and thinks they are not cleaned properly. She believes most residents are complaining about the start time of the CDD meetings and asked the Board to consider alternating meeting times between the afternoon and evening.

### THIRD ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2025/2026 Budget

- A. Proof/Affidavit of Publication
- B. Consideration of Resolution 2025-11, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Rom reviewed the changes incorporated into the Fiscal Year 2026 budget that were discussed at the May meeting. Overall, the Operations and Maintenance (O&M) budget and assessments did not increase. He reviewed the Assessment Comparison Projected Fiscal Year 2026 Assessment Tables on Pages 10 and 11, outlining on-roll and off-roll assessments.

Discussion ensued regarding correcting certain titles under "Non-Residential, Parcel/Product" types in the On-Roll and Off-Roll Assessment Tables and proceeding with approving the budget, since the changes do not affect the Methodology formula used to calculate assessments and the on-roll and off-roll assessment collection process related to unplatted versus platted lots.

72		On MOTION by Mr. Shact and secon	ded by Mr. Kuper, with all in favor, the								
73		Public Hearing was opened.									
74											
75											
76		Resident Stephen Palmer stated he is happy to see positive changes to maintenance-									
77	oriented budget items, such as landscaping and replacement items.										
78		No other affected property owners or members of the public spoke.									
79		On MOTION by Mr. Gundlach and seconded by Mr. Shact, with all in favor, the									
80		Public Hearing was closed.									
81											
82 83		Mr. Gundlach stated, in theory, the De	veloper will end up paying for the multi-use path								
84	items,	which is in negotiations with the County	<i>1</i> .								
85		Mr. Rom presented Resolution 2025-12	l.								
86		On MOTION by Mr. Gundlach and se	econded by Mr. Shact, with all in favor,								
87			Annual Appropriations and Adopting the								
88			October 1, 2025, and Ending September								
89			ments; and Providing an Effective Date,								
90		was adopted.									
91											
92	FOLID	TH ODDED OF BUILDINESS	Consideration of Boselution 2025 12								
93 94	FUUK	TH ORDER OF BUSINESS	Consideration of Resolution 2025-12, Making a Determination of Benefit and								
95			Imposing Special Assessments for Fiscal								
96			Year 2025/2026; Providing for the								
97			Collection and Enforcement of Special								
98			Assessments, Certifying an Assessment								
99			Roll; Providing for Amendments to the								
100			Assessment Roll; Providing a Severability								
101			Clause; and Providing an Effective Date								
102											
103		Mr. Rom presented Resolution 2025-12	2.								
104		Since the Assessment Roll from the Co	unty, Exhibit B to Resolution 2025-12, was not in								
105	the ag	enda, Mr. Rom asked anyone who want	s it to email him.								
106		On MOTION for by Mr. Kuper and sec	onded by Mr. Gundlach, with all in favor,								
107		Resolution 2025-12, Making a Deterr	nination of Benefit and Imposing Special								
108		Assessments for Fiscal Year 2025/2	2026; Providing for the Collection and								
109		<b>Enforcement of Special Assessments,</b>	Certifying an Assessment Roll; Providing								

110 111			amendments to the Asse iding an Effective Date, w	ssment Roll; Providing a Severability Clause; and vas adopted.
<ul><li>112</li><li>113</li><li>114</li></ul>	FIFTH	I ORDE	R OF BUSINESS	Discussion/Consideration
115 116	Α.	Discu	ussion/Consideration: Ho	liday Lights
117		Mr. N	Minchew's Summary of Bi	d Responses was included for informational purposes.
118		I.	Blingle of Jacksonville	
119		II.	Humbug Holiday Lighti	ing
120		III.	NiteLites	
121		IV.	Twinkle Nights	
122		Mr. F	Rowand stated there were	e significant lighting challenges with Blingle of Jacksonville,
123	the C	DD's p	rior vendor, which was	under different ownership at the time. Humbug Holiday
124	Lighti	ing is t	he same vendor for Bea	acon Lakes, which the CDD's lighting is being compared
125	again	st. Bas	sed on the bids, he rec	ommended awarding the contract to Humbug Holiday
126	Lighti	ing.		
127		Discu	ussion ensued regarding	the holiday lighting respondents, proposals, certain
128	vend	ors tha	t offer discounts for mul	ti-year contracts and early installation and differences in
129	the b	id amo	unts listed in the summar	y compared to the actual bids.
130 131 132 133		the I Early	Humbug Holiday Lightinរូ / Installation discount	lach and seconded by Mr. Shact, with all in favor, g Proposal for holiday lighting with both a 10% and 3-Year 5% Discount, in the amount of years, as specified in the proposal, was approved.
134				
135 136	В.	Discu	ussion/Consideration: Bea	achwalk Fountain
137		•	Pump Motor Repair	
138		Mr. F	Rowand presented the Flo	orida East Cost Construction Co. Estimate 25255.
139 140 141 142 143		Florid Beac subje	da East Cost Construction  hwalk Fountain Pump  ect to obtaining warran	and seconded by Mr. Shact, with all in favor, the on Co. Estimate 25255 to remove and replace Motor, in a not-to-exceed amount of \$6,200, aty information within two weeks and, if not, Management to obtain a proposal from another

vendor that includes a warranty, and for District Counsel to review, if needed, in a not-to-exceed amount of \$7,200, was approved.
in a not-to-exceed amount of \$7,200, was approved.

148 • Multi-Port Valve Repair

Mr. Rowand presented the Florida East Cost Construction Co. Estimate 25057.

Discussion ensued regarding the discrepancy in the number of valves in the Florida East Cost Construction Co. estimate and the following agenda item.

C. Discussion/Consideration: Beachwalk Fountains Complete Repair [\$64,128 per Fountain]

Mr. Rom stated that the costs for fencing Fountains 3 and 4 needs to be removed as the Board already approved this; the overall cost to replace all four fountains is \$64,128 each.

Mr. Rowand discussed obtaining proposals from multiple vendors and suggested obtaining further information from contractors that handle this professionally rather than using a general contractor subcontracting the work.

Discussion ensued regarding whether to do a trial and repair of one fountain or repair two fountains in Fiscal Year 2025 and two in Fiscal Year 2026.

The Florida East Cost Construction Co. Estimate for Beachwalk Fountains Complete Repair replaces Estimate 25057 for multi-port valve repair, behind Item 5B.

On MOTION by Mr. Gundlach and seconded by Mr. Kuper, with all in favor,

Florida East Cost Construction Co. Estimate for Beachwalk Fountains Complete Repair of Fountains 3 and 4, less the cost of fencing, and then Fountains 1 and

D. Discussion/Consideration: New Sewer Cave In – Parcel 4, Seaside Estates

2, in the amount of \$64,128 per fountain, was approved.

Mr. Brockmeier presented the proposal to repair the new sewer cave in within Parcel 14 from the only responsive bid submitted. The location is near 168 Kapalua Place. Mr. Gundlach asked if the failure was due to a construction defect. Mr. Brockmeier stated there is no way to determine the cause, just that the stormwater system caused the cave in.

Discussion ensued regarding project scope, delaying the repair possibly causing further damage to the roadway, warranty terms of the prior project earlier in the year and evaluating the entire stormwater system to determine if failures are due to a construction defect, which would be done in unison with the repair project.

On MOTION by Mr. Gundlach and seconded by Mr. Shact, with all in favor, to Repair New Sewer Cave In — Parcel 14, Seaside Estates, in a not-to-exceed amount of \$28,120, subject to Staff obtaining the warranty terms, was approved.

On MOTION by Mr. Gundlach and seconded by Mr. Kuper, with all in favor, authorizing Staff to obtain proposals to evaluate the storm drain infrastructure within Seaside Estates, via camera, in an amount up to the spending authority of the Chair specified in a previous Resolution, was approved.

E. Discussion/Consideration: Proposal for Fish Stocking in Ponds

Mr. Gundlach stated the CDD will also be receiving fish from St. Johns County monthly to thwart an infestation of mosquitos, at no cost to the CDD.

On MOTION by Mr. Shact and seconded by Mr. Gundlach, with all in favor, the Lake Doctors, Inc. Proposal for Fish Stocking Triploid Grass Carp within the 11 Lakes of the CDD, in the amount of \$4,450, was approved.

F. Consideration of Special Districts Performance Measures and Standards Reporting
FY2026

Mr. Rom presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

On MOTION by Mr. Gundlach and seconded by Mr. Kuper, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, was approved.

Authorization of Chair to Approve Findings Related to 2025 Special Districts
 Performance Measures and Standards Reporting

242

209		Mr. Rom noted that it will be necessary to authorize the Chair to approve the findings							
210	relate	ed to the 2025 Goals and Objectives. The Final Report will be presented for ratification at							
211	the r	On MOTION by Mr. Gundlach and seconded by Mr. Kuper, with all in favor.							
212 213 214 215 216 217 218		On MOTION by Mr. Gundlach and seconded by Mr. Kuper, with all in favor, authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, subject to final review by the District Manager and District Counsel's office and subject to there being no substantial changes to the Report, was approved.							
<ul><li>218</li><li>219</li><li>220</li></ul>	SIXTH	I ORDER OF BUSINESS Consent Agenda Items							
221	A.	Acceptance of Unaudited Financial Statements as of July 31, 2025							
222	В.	Approval of July 22, 2025 Regular Meeting Minutes							
223 224 225		On MOTION by Mr. Gundlach and seconded by Mr. Kuper, with all in favor, the Unaudited Financial Statements as of July 31, 2025, were accepted, and the July 22, 2025 Regular Meeting Minutes, as presented, were approved.							
<ul><li>226</li><li>227</li><li>228</li><li>229</li></ul>		NTH ORDER OF BUSINESS Staff Reports							
<ul><li>230</li><li>231</li></ul>	A.	District Counsel: Kilinski   Van Wyk PLLC							
232		<ul> <li>Update: Golfcart Multiuse Path Speed Limit Signs</li> <li>Mr. Loy asked for direction with regards to the District Engineer submitting an</li> </ul>							
233	appli	cation and drawings to the County for approval to install speed limit signs on the multi-use							
234		and District Counsel amending the ILA to design the signage instead of using standard							
235	-	ge. The consensus was to proceed with the process.							
236	В.	District Engineer: Prosser, Inc.							
237		There was nothing further to report.							
238		Mr. Shact asked District Counsel to draft a Small Project Agreement regarding the							
239	appro	oved proposal to camera inspect the storm drains within Seaside Estates, in conjunction							
240	with	the repair project.							
241	C.	Field Operations Liaison: TPAM							

**Enhancement Proposal (provided under separate cover)** 

243	Mr. Rowand provided landscaping updates and noted the pet waste stations are
244	installed. He distributed and presented proposals to address landscaping deficiencies; he wants
245	to negotiate the prices and irrigation proposals.
246	Mr. Gundlach asked for the dead palm tree in front of the Clubhouse to be removed,
247	regardless of when replacement is planned. He suggested dividing The Greenery invoices
248	between the Fiscal Year 2025 and 2026 budgets.

Mr. Kinsey left the meeting at 3:29 p.m., prior to this motion.

On MOTION by Mr. Gundlach and seconded by Mr. Shact, with all in favor, approving The Greenery, Inc. Enhancement proposals, specific to projects from 210 as far Beachwalk Boulevard on both the east and west sides, in a not-to-exceed amount of \$70,000, and deferring proceeding with the remaining invoices until Fiscal Year 2026, was approved.

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- 257 D. Landscape Maintenance: The Greenery, Inc.
  - Maintenance Schedule

Mr. Flannery provided updates on landscaping projects and irrigation and fence repairs.

Controller Update

Mr. Grantham stated the CDD has \$15,000 in credits. He discussed the irrigation controller system and how it functions.

Discussion ensued regarding project scope, the CDD irrigation design showing the CDD and HOA irrigation lines crossing, and maintenance.

On MOTION by Mr. Gundlach and seconded by Mr. Shact, with all in favor, approving The Greenery, Inc. proposal for irrigation controller, in a not-to-exceed amount of \$164,000, subject to splitting costs between the Fiscal Years 2025 and 2026 budgets, was approved.

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- E. District Manager: Wrathell, Hunt and Associates, LLC
- UPCOMING MEETINGS
  - October 7, 2025 at 5:30 PM
- 274 Cotober 28, 2025 at 1:45 PM
- 275 O QUORUM CHECK

276	The next meeting will be on	October 14, 2025 instead of October 7, 2025. The
277	September 23, 2025 and October 28, 20	25 meetings will be canceled.
278		
279 280	EIGHTH ORDER OF BUSINESS	<b>Board Members' Comments/Requests</b>
281	In the future, Mr. Gundlach wo	uld like to discuss amending the CDD policy on filling
282	vacant Board Seats; he thinks the Julingt	on Creek CDD policy is more comprehensive.
283	Mr. Shact asked for the CDD and	Developer parcel issues with the County on ownership
284	fixed. He wants to know what is develop	able.
285		
286 287	NINTH ORDER OF BUSINESS	Public Comments
288	A resident asked the Board to r	econsider stocking the ponds with carp, based on the
289	information she obtained from the State	<del>!</del> .
290	A resident asked if the CDD is p	rotected by allowing fishing in the lakes. She suggested
291	only replacing one or two fountains unt	il construction is complete, to avoid future damages. It
292	was noted that signage is posted in the	CDD ponds.
293		
294 295	TENTH ORDER OF BUSINESS	Adjournment
296 297	On MOTION by Mr. Gundlach at meeting adjourned at 3:54 p.m.	nd seconded by Mr. Shact, with all in favor, the
298		
299 300		
301	[SIGNATURES AP	PEAR ON THE FOLLOWING PAGE]

302			
303			
304	Secretary/Assistant Secretary	Chair/Vice Chair	

**DRAFT** 

TWIN CREEKS NORTH CDD

August 26, 2025

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

## RATIFICATION ITEMS



Bill To	
Twin Creeks North CDD	
Attn: Field Ops Liaison	
2300 Glades Road, Suite 410W	
Boca Raton, FL 33481	

Invoice	791366						
Date	PO/Contract#						
08/22/25							
Account Manager	Terms						
WILLIAM FLANNERY	Net 60						
Total Amount	\$11,133.58						
Property Address							
Twin Creeks North CDD (Beachwalk) 100 Beachwalk Club Dr Saint Augustine, FL 32259							

### Please detach and return with payment. \*PAYMENTS DUE UPON RECEIPT\* Thank You!

Description Qty/UOM Rate Amount

#81648 - Twin Creeks July 2025 Irrigation Service Call- JAX



Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com

07	Commentered to the contract of	00	0	T f					
37	Sprays front tennis courts N/A	20m	Spray	Turf			Pass		
39	Sprays front entrance Beachwalk club	20m	Spray	Turf			Pass		
40	Spray Center, Island roundabout	20m	Spray	Turf			Pass		
41	Spray center is roundabout	20m	Spray	Turf			Pass		
42	Sprays Center, Island	5m	Spray	Shrubs			Pass		
43	Sprays exit side Dorado	20m	Spray	Turf	Laterals		Pass		
44	Rotors around Pond	20m	Rotor	Turf	EULUIU		Pass		
45	Sprays across from tennis courts	20m	Spray	Turf			Pass		
46	Sprays flower bed from tennis courts	20m	Spray	Annuals			Pass		
47	Sprays shrub beds by pond	5m	Spray	Shrubs			Pass		
48	Spray center is by tennis courts	20m	Spray	Turf			Pass		
49	Sprays before the high school	20m	Spray	Turf			Pass		
50	Rotors around Pond bank	20m	Rotor	Turf			Pass		
51	Sprays at high school entrance	20m	Spray	Turf	Laterals		Pass		
52	Sprays bedline by high school	5m	Spray	Shrubs			Pass		
53	Sprays shrub beds by high school	5m	Spray	Shrubs			Pass		
54	Rotors exit side high school	20m	Rotor	Turf			Pass		
55	Sprayed shrubs by pond	5m	Spray	Shrubs			Pass		
56	Sprays turf by high school entrance	20m	Spray	Turf			Pass		
57	Spray Center, Island	5m	Spray	Shrubs			Pass		
58	Sprays across from the cove	20m	Spray	Turf			Pass		
59	prays shrub beds across from the cov	5m	Spray	Shrubs			Pass		
60	Rotors around pond	20m	Rotor	Turf			Pass		
61	Sprays at pond area	5m	Spray	Shrubs			Pass		
62	Sprays at pond area	5m	Spray	Shrubs			Pass		
63	Spray Center, Island	20m	Spray	Turf			Pass		
64	Sprays center island	20m	Spray	Turf			Pass		
65	Sprays by sidewalk exit side	5m	Spray	Shrubs	Laterals		Pass		1
66	Sprays by sidewalk exit side	5m	Spray	Shrubs			Pass		
67	Sprays exit side turf	20m	Spray	Turf			Pass		
68	Sprays exit side shrubs	5m	Spray	Shrubs			Pass		
69	Sprays by Albany blvd	20m	Spray	Turf		1	Pass		
70 71	Rotors by pond area	20m	Rotor	Turf			Pass		
/1	Failed						Fall		
==	0	00	0-	A 1			-		
72	Sprays flowers and roses	20m	Spray	Annuals			Pass		
73	N/A	0.0							
74	Sprays by beachwalk & Albany	20m	Spray	Turf			Pass		
75	Sprays median island	20m	Spray	Turf			Pass		
76	Sprays at beachwalk & Albany	20m	Spray	Turf			Pass		
77	Failed						Fall		
78	Sprays front of the Elysian	5m	Spray	Shrubs			Pass		
79	Sprays turf at the Elysian	20m	Spray	Turf			Pass		
80	Sprays at the entrance of the Elysian	20m	Spray	Turf			Pass		
81	Sprays at the Elysian entrance	20m	Spray	Turf			Pass		
82	Sprays at the Elysian	5m	Spray	Shrubs			Fall		
83	Sprays exit side of the Elysian	20m	Spray	Annuals			Pass		
84	Failed						Fall		
85	No Decoder								
86	Rotors along beachwalk	20m	Rotor	Turf			Pass		

Phone #	E-mail	Web Site
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### Irrigation Systems

Site Name: Technician: Date of Inspection: Albany Bay Blvd C Karen/William 7/9/2025

Program A		Start Time:	9:00pm	n	Run Days:	Su	M	W	
Program B	Х	Start Time:			Run Days:				
Program C	Х	Start Time:			Run Days:				

							NECES					
Zone # 1 2 3 4					Pipe Type		Valves		Ro	tors		Spray
Zone #	Zone Name	Run Time	Type	Plant Type	Pipes	1*	1.5*	2*	6*	12*	4*	6*
1	Sprays exit side Albany	20m	Spray	Turf				Pass				
2	Sprays center island entrance	20m	Spray	Annuals				Pass				
3	Sprays center island	20m	Spray	Turf				Pass				1
4	Sprays center island shrubs	20m	Spray	Shrubs				Fall				
5	Sprays entrance side	20m	Spray	Turf				Pass				
6	Rotors entrance side by pond	20m	Rotor	Turf				Pass				
7	Sprays at JEA station	20m	Spray	Shrubs	Laterals			Pass				1
8	Drip JEA station to Clifton bay	20m	Drip	Shrubs				Pass				
9	Spray right side JEA station	20m	Spray	Turf				Pass				
10	No Decoder											
11	Not ours											
12	Not ours											
13	Not ours											
14	Sprays front of the Reef	15m	Spray	Turf				Pass				
15	Not ours											
16	No Decoder											
17	Sprays around the pond	5m	Spray	Turf				Pass				
18	Not ours											
19	Sprays around the pond	5m	Spray	Turf				Pass				
20	Not ours											
21	Sprays exit side by walkway and street	20m	Spray	Turf				Pass				
22	Sprays exit side by fence	20m	Spray	Turf				Pass				
23	Sprays exit side by fence	15m	Spray	Turf				Pass				
24	Rotors/bubblers exit side pond	30m	Rotor	Turf				Pass				
25	Not ours											
26	Not ours											
27	Not ours											
28	Sprays right side entrance at clock	20m	Spray	Turf				Pass				
29	Not ours											
30	Not ours											
31	Not ours											
32	Not ours											
33	Not ours											
34	Sprays pond at Killarney rd	20m	Spray	Turf				Pass				
	Sprays/bubblers pond at Killarney rd	20m	Spray	Turf				Pass				
36	Sprays exit side by Killarney rd	20m	Spray	Turf				Pass				

37	Not ours									
38	Not ours									
39	Sprays pond bank right side	20m	Spray	Turf	Laterals		Pass	1		
40	Sprays right side roadway	20m	Spray	Turf			Pass			
41	Sprays right side roadway	20m	Spray	Turf			Pass			1
42	Sprays right side at pond	20m	Spray	Turf			Pass			
43	Drip right side pond	20m	Drip	Shrubs			Pass			
44	Sprays right side JEA station	20m	Spray	Turf			Pass			



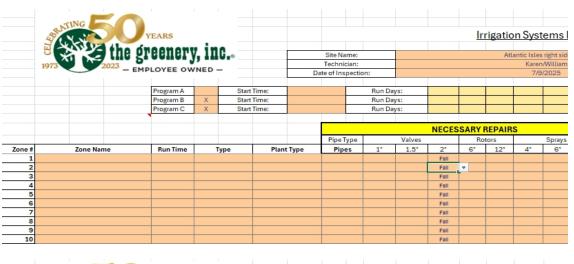
### Irrigation Systems

	Technic	cian:				Karen.	/William
	Date of Ins	pection:				7/9/	2025
Start Time:	7:00pm	Run Da	ys:	Su	M	W	

Program A		Start Time:	7:00pm	Run Days:	Su	M	W	
Program B	Х	Start Time:		Run Days:				
Program C	Х	Start Time:		Run Days:				

					NECESSARY REPAIRS							
					Pipe Type		Valves		Ro	tors		Sprays
Zone #	Zone Name	Run Time	Туре	Plant Type	Pipes	1"	1.5*	2*	6*	12"	4*	6*
1								Fall				
2	Sprays turf exit side	20m	Spray	Turf				Pass				
3	Sprays raised bed and annual bed	10m	Spray	Annuals				Pass				
4	Sprays raised bed	10m	Spray	Shrubs				Pass				
5	Sprays entrance/exit side roadway	20m	Spray	Turf				Pass				

Phone #	E-mail	Web Site
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YEARS YEARS										lr	rigatio	n Syst	ems
the greene	ry, ir	lC.∘			Site Na Technic								do Clock
- EMPLOYEE	Date of Inspection:							7/9/2025					
Program	A	Star	t Time:	5:00	am		Run Day:	s:	Su	M		W	
Program	в х	Star	t Time:				Run Day:	s:					
Program	СХ	Star	t Time:				Run Day:	s:					
1													
									NECES	SARY	REPAIR	S	

					NE			NECES	SARY	Y REPAIRS				
					Pipe Type		Valves		Ro	tors		Sprays		
Zone #	Zone Name	Run Time	Туре	Plant Type	Pipes	1"	1.5*	2*	6*	12*	4*	6*		
1	Sprays raised bed behind sign	10m	Spray	Shrubs				Pass						
2	Sprays right entrance	10m	Spray	Turf				Pass						
3	Sprays raised bed behind sign	10m	Spray	Shrubs				Pass						
4	Sprays right entrance side	10m	Spray	Turf				Pass						
5	Sprays center island	10m	Spray	Shrubs				Pass						
6	Sprays entrance side	10m	Spray	Turf				Pass						
7	Sprays exit side raised beds	10m	Spray	Shrubs				Pass						
8	Sprays exit side raised beds	10m	Spray	Shrubs				Pass						
9	Sprays raised beds at clock	10m	Spray	Shrubs				Pass						
10	Bubblers around trees	10m	Drip	Shrubs				Pass						
11	Sprays exit side	10m	Spray	Turf				Pass						
12	Sprays exit side	10m	Spray	Turf				Pass						

Phone #	E-mail	Web Site
843-785-3848	accountsreceivable@thegreeneryinc.com	www.thegreeneryinc.com



Irrigation Systems
Pond clock on beach
Karen/William

Program A		Start Time:	7:00pm	Run Days:	M		W	
Program B		Start Time:	7:00pm	Run Days:		Т		Th
Program C	Х	Start Time:		Run Days:				

					NECESSARY RI					REPAIR	IRS	
					Pipe Type				Rotors			Spray
Zone #	Zone Name	Run Time	Type	Plant Type	Pipes	1*	1.5*	2*	6*	12*	4*	6*
1	Sprays at roundabout shrubs	5m	Spray	Shrubs				Pass				
2	Sprays sidewalk front amenity center	20m	Spray	Turf				Pass				
3	Sprays sidewalk front amenity center	20m	Spray	Turf				Pass				
4	Sprays sidewalk front amenity center	20m	Spray	Turf				Pass				
5	Sprays center island	20m	Spray	Turf				Pass				
6	Sprays sidewalk next to cove	20m	Spray	Turf				Pass				
7	Sprays at the cove	20m	Spray	Turf				Pass				
8	Sprays shrub beds and turf	5m	Spray	Shrubs				Pass				
9	Sprays center island	20m	Spray	Turf				Pass				
10	Sprays center island	20m	Spray	Turf				Pass				
11	Sprays center island	20m	Spray	Turf				Pass				
12	Sprays center island	20m	Spray	Turf				Pass				
13	Sprays along sidewalk	20m	Spray	Turf				Pass				
14	Sprays between sidewalk and street	20m	Spray	Turf				Pass				
15	Sprays shrub bed	5m	Spray	Shrubs				Pass				
16	Sprays center island	20m	Spray	Turf				Pass				
17	Sprays center island turf	20m	Spray	Turf				Pass				
18	Sprays turf by sidewalk	20m	Spray	Turf				Pass				
19	Sprays along sidewalk and street	20m	Spray	Turf				Pass				
20	Sprays shrub bed by clock	5m	Spray	Shrubs				Pass				
21	Sprays center island shrubs	5m	Spray	Shrubs				Pass				
22	Sprays shrub bed by clock	5m	Spray	Shrubs				Pass				
23	Sprays turf by clock	20m	Spray	Turf				Pass				
24	Sprays center island shrubs	5m	Spray	Shrubs				Pass				
25	Sprays between sidewalk and street	20m	Spray	Turf				Pass				
26	Sprays center island shrubs	5m	Spray	Shrubs				Pass				
27	Sprays at the cove	20m	Spray	Turf				Pass				1
28	Sprays median island	20m	Spray	Annuals				Pass				
29	Rotors right side of beachwalk	20m	Rotor	Turf				Pass				
30	Sprays entrance side street	20m	Spray	Turf				Pass				
31	N/A	-										
32	Sprays along the roadway	20m	Spray	Turf			Pass					
33	Sprays along roadway	20m	Spray	Turf	P.		Pass					
34	Sprays in shrub beds	5m	Spray	Shrubs	Pa		Pass				1	
35	Sprays roadway	20m	Spray	Turf				Pass				
36	Sprays behind B.J parking lot	20m	Spray	Turf				Pass				

Zone #	Zone Name	Run Time	Туре	Plant Type	Pipes	1"	1.5"	2"	6"	12"	4*	6"
37	Sprays by B.J turf	20m	Spray	Turf				Pass				1
38	Sprays by B.J turf	20m	Spray	Turf				Pass				
39	Sprays by B.J turf	20m	Spray	Turf				Pass				
40	Sprays shrubs front of B.J	5m	Spray	Shrubs				Pass				
41	Sprays front of B.J turf	20m	Spray	Turf				Pass				
42	N/A	-										
43	Sprays turf front of B.J	20m	Spray	Turf				Pass				
44	Sprays front center Island	20m	Spray	Turf				Pass				
45	Sprays turf front of Lowe's entrance	20m	Spray	Turf				Pass				1
46	Sprays Lowe's entrance	5m	Spray	Shrubs				Pass				
47	Sprays Lowe's parking lot exit	20m	Spray	Turf				Pass				
48	Sprays beside Lowe's	20m	Spray	Turf				Pass				
49	Sprays beside Lowe's	20m	Spray	Turf				Pass				
50	Sprays beside Lowe's	5m	Spray	Shrubs				Pass				
51	Sprays behind Lowe's	20m	Spray	Turf				Pass				
52	Sprays along roadway behind Lowe's	20m	Spray	Turf				Pass				
53	Sprays along the roadway	20m	Spray	Turf				Pass				1
54	Sprays shrubs along roadway	5m	Spray	Shrubs				Pass				
55	Sprays turf along roadway	20m	Spray	Turf				Pass				
56	Sprays turf before seaside estates	20m	Spray	Turf				Pass				
57	Sprays turf at seaside estates	20m	Spray	Turf				Pass				
58	No decoder address	-										
59	Sprays turf at seaside estates	20m	Spray	Turf				Pass				
60	N/A	-										
61	N/A	-										
62	Sprays center island turf	20m	Spray	Turf				Pass				
63	N/A	-										
64	No decoder address	-										
65	Sprays median island turf	20m	Spray	Turf				Pass				
66	Sprays turf dorado	20m	Spray	Turf				Pass				
67	Sprays turf dorado	20m	Spray	Turf				Pass				
68	No decoder address	-										
69	Sprays roundabout	20m	Spray	Annuals				Pass				1
70	Sprays turf at dorado	20m	Spray	Turf				Pass				
71	Sprays at dorado turf	20m	Spray	Turf				Pass				
72	Sprays turf front of Dorado	20m	Spray	Turf				Pass				

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					NECESSARY REPAIRS							
					Pipe Type		Valves		Ro	tors		Sprays
Zone #	Zone Name	Run Time	Type	Plant Type	Pipes	1*	1.5*	2"	6*	12"	4*	6*
73	Spray shrub bed, Dorado	5m	Spray	Shrubs				Pass				
74	Failed							Fall				
75	Sprays shrub bed across from clock	20m	Spray	Turf				Pass				_
76	Sprays turf across from clock	5m	Spray	Shrubs				Pass				-
77	Sprays shrub bed across from clock	5m	Spray	Shrubs				Pass				+
78	Sprayed turf across from clock	20m	Spray	Turf				Pass				+
79 80	Sprays across from Cove turf Sprays shrubs across from Cove	20m 5m	Spray	Turf Shrubs				Pass Pass				
81	Sprays turf across from the cove	20m	Spray Spray	Turf				Pass				+
82	Sprays turf across from Cove	20m	Spray	Turf				Pass				-
83	Sprays shrubs across from lagoon	5m	Spray	Shrubs				Pass				_
84	Sprays shrubs across from lagoon	5m	Spray	Shrubs				Pass				
85	N/A											
	prayed turf across from amenity cente	20m	Spray	Turf				Pass				
	prayed turf across from amenity cente	20m	Spray	Turf				Pass				
88	No decoder address											
89	N/A											
90	N/A											
91	N/A											
92	N/A											
93	Sprays turf front of fountain	20m	Spray	Turf				Pass				
94	Sprays median island flowers	20m	Spray	Annuals				Pass				
95	Sprays median island shrubs	5m	Spray	Shrubs				Pass				
96	N/A											
97	Sprays turf entrance by fountain	20m	Spray	Turf				Pass				-
98	N/A											-
99	N/A	0.0						_				-
100	Spray turf entrance to the cove	20m	Spray	Turf				Pass				+
101	Sprays shrubs at the cove Rotors front of the cove	5m 20m	Spray Rotor	Shrubs Turf				Pass Pass				
102	Sprays shrubs at the cove	5m	Spray	Shrubs				Pass Pass				
103	Sprays Shrubs Center, Island	5m	Spray	Shrubs				Pass				-
105	Sprayed turf front of Wawa	20m	Spray	Turf				Pass				+
106	Sprays Turf Center, Island by Wawa	20m	Spray	Turf				Pass				_
107	Sprays Turf Center, Island by Wawa	20m	Spray	Turf				Pass				
	rays shrub beds Center, Island by Way	5m	Spray	Shrubs				Pass				
-												
400	Determined front of Manager	20	Deta	Total				Beer				
109		20m	Rotor	Turf				Pass				+
110	prays turf front of Lowe's median Islan	20m	Spray	Turf				Pass				
111	Sprays shrub bed front of Lowe's	5m	Spray	Shrubs				Pass				
	prays shrubs, median island by Lowe	5m	Spray	Shrubs				Pass				
113	Sprays turf past Lowe's	20m	Spray	Turf				Pass				
114	Sprayed turf, median island by bridge	20m	Spray	Turf				Pass				
115	prays shrubs, medium island by bridg	5m	Spray	Shrubs				Pass				
116	Sprayed turf front of BJ's	20m	Spray	Turf				Pass				
-10	-projector name and	20111	- Piuj	1911				1 800				

	TING E												
	E PANTAL Y	EARS							lr	rigatio	n Syst	tems	
	E AND Alea of		- ima										
	and and state of the state of t	eenerv	, inc		Site Name:						Seaside Estates		
	1973 2023	LOVEE ON	NED		Technician:		Karen/ William						
	- EMP	LOYEE OW	NED -	1	Date of Inspection:						7/9	9/2025	
		Program A		Time:		Run Da							
		Program B		Time:		Run Da							
		Program C	Start	Time:		Run Da	ys:						
								NECES	SSARY	REPAIR	S		
					Pipe Type		Valves		Ro	tors		Sprays	
Zone #	Zone Name	Run Time	Type	Plant Type	Pipes	1"	1.5*	2*	6*	12*	4*	6"	
1	Sprays behind clock	5	Spray	Turf									
2	Sprays behind clock	5	Spray	Turf									
3	Sprays around the clock	5	Spray	Shrubs									
4	Drip around trees	20	Drip	Shrubs									
5	Sprays exit side	25	Spray	Turf								3	
- 6 7								Fall					
8	Sprays shrub turf exit side	25 25	Spray	Turf Turf								_	
9	Sprays entrance side turf	25	Spray	run				Fall					
10								Fall					
11	Sprays shrubs entrance side	25	Spray	Shrubs				1,811					
	Sprays shrubs entrance side wood line		Spray	Shrubs									
13	oprays small contained side wood time	20	Оргау	Cilidos				Fall					
14	Sprays shrubs entrance side	25	Spray	Shrubs				- 4011					

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					NECESSART REPAIRS			3				
					Pipe Type		Valves		Ro	tors		Sprays
Zone #	Zone Name	Run Time	Type	Plant Type	Pipes	1"	1.5*	2*	6"	12"	4*	6*
12	Sprays right side entrance	20m	Spray	Turf				Pass				
13	Sprays entrance behind clock	20m	Spray	Turf				Pass				
14	Sprays right entrance berm	20m	Spray	Turf				Pass				1
15	Sprays shrubs/turf entrance	20m	Spray	Turf				Pass				
16	Sprays turf entrance	20m	Spray	Turf				Pass				
17	Sprays turf entrance	20m	Spray	Turf				Pass				
18	Sprays turf exit side	20m	Spray	Turf				Pass				
19	Sprays turf exit side	20m	Spray	Turf				Pass				
20	Sprays exit side shrubs	20m	Spray	Shrubs				Pass				
21	Sprays turf exit side wall	20m	Spray	Turf				Pass				
22	Sprays turf exit side	20m	Spray	Turf				Pass				
23	Sprays turf exit side	20m	Spray	Turf				Pass				
24	Sprays exit side shrubs	20m	Spray	Shrubs				Pass				
25	Bubbler's around trees	5m	Drip	Shrubs				Pass				
26	Rotors turf right side roadway	45m	Rotor	Turf				Pass				
27	Sprays turf right side roadway	20m	Spray	Turf				Pass				1

YEARS					lr	rigatio	on Syst	tems		
the greenery	Site Name: West Front Eni Technician: Karen/W						/William			
			Date of In:	spection:		7/8/2025				
Program A		Start Time:	6:00am	Run Day	ys: Su	М	Т	W	Th	
Program B	Х	Start Time:		Run Day	ys:					
Program C	Х	Start Time:		Run Day	ys:					
1										

					NECESSARY REPAIRS							
					Pipe Type		Valves		Ro	tors		Sprays
Zone #	Zone Name	Run Time	Type	Plant Type	Pipes	1"	1.5"	2"	6"	12"	4"	6"
1					Laterals			Pass				
2					Laterals			Pass				
3					Laterals			Pass				
4					Laterals			Pass				
5	Rotors right side exit	30m	Rotor	Turf				Pass	1			
6	MP rotators raised beds	15m	Spray	Shrubs				Pass				
7	N/A											
8	MP rotators raised beds top fountains	10m	Spray	Shrubs				Pass				
9	MP rotators exit side by sign	40m	Spray	Turf				Pass				
10	Sprays by sign and sidewalk	40m	Spray	Turf				Pass				
11	Sprays center island	15m	Spray	Shrubs				Pass				
12	Sprays center island	15m	Spray	Annuals				Pass				
13	Sprays entrance sidewalk	40m	Spray	Turf				Pass				
14	Sprays front entrance	40m	Spray	Turf				Pass				
15	N/A											
16	No Decoder											
17	Failed							Fall				
18	Failed							Fall				
19	Sprays turning lane entrance		Spray	Turf				Pass				
20								Fall				
21								Fall				
22								Fall				
23								Fall				
24								Fall				
25								Fall				
26								Fall				
27								Fall				
28	N/A							Fall				
29	N/A											
30	N/A											
31	N/A											
32	N/A											
33								Fall				
34								Fall				
35								Fall				
36								Fall				

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								NECES	SARY	REPAIR	S	
					Pipe Type		Valves		Ro	tors		Sprays
Zone #	Zone Name	Run Time	Туре	Plant Type	Pipes	1"	1.5"	2*	6"	12"	4*	6"
37								Fall				
38	Spray Center, Island Kilwas	15m	Spray	Turf				Pass				
39	Rotor Center, Island	30m	Rotor	Turf				Pass				
40	Sprays front of chipotle	15m	Spray	Turf				Pass				
41	Sprays Center, Island	25m	Spray	Turf				Pass				
42	Rotors middle is front of Burger five	30m	Rotor	Turf				Pass				
43	Sprays muhly Grass Center, Island	15m	Spray	Shrubs				Pass				
44	Sprays front of burger five	15m	Spray	Turf	Laterals			Pass				
45	N/A											
46	Sprays front of daybreak, gas station	15m	Spray	Turf				Pass				
47	Sprays front of bagels are us	15m	Spray	Turf				Pass				
48	middle island, front of daybreak, gas :	15m	Spray	Turf				Pass				
49	Failed							Fall				
50	Sprays middle island front of Starbuck	15m	Spray	Turf				Pass				
51	Sprays middle island	25m	Spray	Shrubs				Pass				
52	otors median island front of bagels are	30m	Rotor	Turf				Pass				
53	Sprays median is front of ideal dental	15m	Spray	Turf				Pass				
54	otors median island front of Panera bre	30m	Rotor	Turf				Pass				
55	Sprays island Panera bread and BJ's	15m	Spray	Turf				Pass				
56	Sprays front of BJ's	15m	Spray	Turf				Pass				
57	Rotors front of BJ's	40m	Rotor	Turf				Pass				
58	Spray front of BJ's	25m	Spray	Shrubs				Pass				
59	Sprays front of BJ's	15m	Spray	Turf				Pass				
60	Sprays front of BJ's	15m	Spray	Shrubs				Pass				
61	pray median island beach walk entrand	15m	Spray	Turf				Pass				
62								Fall				
63								Fall				
64								Fall				
65								Fall				

### Irrigation REPAIR - 08/20/2025

\$11,133.58

Labor - 08/07/25	7.92	\$75.00
Labor - 08/06/25	11.83	\$75.00
Labor - 08/01/25	13.15	\$75.00
Labor - 08/04/25	16.72	\$75.00
Labor - 08/05/25	17.65	\$75.00
Labor - 08/08/25	17.76	\$75.00
Labor - 08/18/25	17.98	\$75.00
Labor - 08/19/25	18.03	\$75.00
1/2" Cap PVC Fitting (Material)	2.00 EA	\$1.08
Drip coupling (Material)	2.00 EA	\$0.80
Solenoid 2" (Material)	1.00 EA	\$95.20
Rainbird 4" Rotor PC W/2.0 (Material)	3.00 EA	\$17.22
Spray Head 6" Rainbird 1806 (material)	12.00 EA	\$14.05
Spray Head 12" Rainbird 1812 SAM (material)	3.00 EA	\$28.88
1/2" Flex Tubing - FT (Material)	2.00 FT	\$1.05

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1/2" PVC Cap (Material)	4.00 EA	\$0.64	
1/2" PVC Coupling (Material)	1.00 EA	\$0.47	
1/2" PVC Elbow (Material)	3.00 EA	\$0.71	
1/2" PVC Male Threaded Adapter (Material)	14.00 EA	\$0.64	
3/4" PVC Cap (Material)	1.00 EA	\$0.74	
3/4" PVC Coupling (Material)	1.00 EA	\$0.64	
3/4" PVC Elbow (Material)	1.00 EA	\$0.79	
3M DBRY's (Contractor 2-pack) (Material)	14.00 EA	\$9.46	
Rainbird 1 Station Field Decoder (Material)	6.00 EA	\$322.24	
Standard Spray Nozzles (Material)	69.00 EA	\$1.85	
3/4"x 1/2" reducer (Material)	1.00 EA	\$17.24	
1/2 drip male adapter (Material)	1.00 EA	\$12.89	
standard valve box (Material)	1.00 EA	\$107.38	

Total \$11,133.58

Visa, Discover, AMEX, and MasterCard are accepted. All credit card transactions will incur a 3% non-refundable convenience fee. Payments can also be made via ACH, or by mailing a check to:

### P.O. Box 6569 Hilton Head Island, SC 29938.

Current	1-30 Days	31-60 Days	61-90 Days	90+ Days
	Past Due	Past Due	Past Due	Past Due
\$16,132.85	\$0.00	\$0.00	\$0.00	\$0.00

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### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

### STAFF REPORTS



April 16, 2025

Twin Creeks North CDD Attn: Daphne Gillyard, Director of Admin Services 2300 Glades Rd, Ste. 410W Boca Raton, FL 33431

Dear Daphne Gillyard:

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

Twin Creeks North CDD

1917 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2025.

Please contact us if we may be of further assistance.

Sincerely,

Vicky/C. Oakes

Supervisor of Elections

### TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

### **BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

### **LOCATION**

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

<sup>1</sup>Beachwalk Clubhouse Restaurant, 100 Beachwalk Club Dr, St Johns, Florida, 32259

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2025 rescheduled to October 14, 2025	Regular Meeting	5:30 PM
October 14, 2025 <sup>1</sup>	Regular Meeting	5:30 PM
October 28, 2025 rescheduled to October 7, 2025	Regular Meeting	1:45 PM
November 18, 2025*	Regular Meeting	1:45 PM
December 16, 2025**	Regular Meeting	5:30 PM
January 27, 2026	Regular Meeting	1:45 PM
February 24, 2026	Regular Meeting	1:45 PM
March 24, 2026	Regular Meeting	5:30 PM
April 28, 2026	Regular Meeting	1:45 PM
May 19, 2026***	Regular Meeting	1:45 PM
June 23, 2026	Regular Meeting	5:30 PM
July 28, 2026	Regular Meeting	1:45 PM
August 25, 2026	Regular Meeting	1:45 PM
September 22, 2026	Regular Meeting	5:30 PM

### **Exceptions**

<sup>\*</sup>The November meeting date is one (1) week earlier to accommodate the Thanksgiving holiday

<sup>\*\*</sup>The December meeting date is one (1) week earlier to accommodate the holidays

<sup>\*\*\*</sup>The May meeting date is one (1) week earlier to accommodate the Memorial Day holiday