



Rizzetta & Company

TWO CREEKS

Community Development District

Board of Supervisors' Meeting
February 28, 2024

District Office:
2806 N. Fifth Street
St. Augustine, FL 32084

www.twocreeksccd.org

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

Courtyard by Marriott 610 Wells Road, (I-295 & US 17), Orange Park, Florida 32073

www.twocreeksccd.org

Board of Supervisors	Vacant Brian Wigal Karen Knowles Lan Nguyen Barbara Rhodes	Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Wes Haber	Kutak Rock, LLP
District Engineer	D. Glynn Taylor	Taylor & White

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.twocreeksccd.org

**Board of Supervisors
Two Creeks Community
Development District**

February 21, 2024

FINAL AGENDA

Dear Board Members:

The regular **meeting** of the Board of Supervisors of the Two Creeks Community Development District will be held on **February 28, 2024, at 6:00 p.m.** at the Courtyard by Marriott located at 610 Wells Road, Orange Park, Florida 32073.

BOARD OF SUPERVISORS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting, held October 25, 2023.....Tab 1
 - B. Ratification of Operation & Maintenance Expenditures for October, November, December 2023 & January 2024.....Tab 2
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Landscape Manager.....Tab 3
 - 1.) BrightView Landscape Report, Dated January 24, 2024
 - 2.) BrightView Irrigation Inspection
 - D. Amenity and Field Operation Manager.....Tab 4
 - 1.) FC CMS Report, Dated February 28, 2024
 - E. District Manager.....Tab 5
 - 1.) Solitude Lake Management Report, Dated February 19, 2024
- 5. BUSINESS ITEMS**
 - A. Consideration of BrightView Landscape Enhancement Proposals.....Tab 6
 - 1.) Crape Myrtle Pruning
 - 2.) Magnolia Tree Replacement
 - 3.) Tree Install along Long Bay Road
 - B. Consideration of Resolution 2024-02; Conducting the General Election.....Tab 7
 - C. Consideration of Pool Chemical Equipment Change & Service Provider.....Tab 8
 - D. Acceptance of Darryl Del Rio's Resignation.....Tab 9

- E. Consideration of Vacant Seat Listing.....Tab 10
 - F. Administration of Oath of Office.....Tab 11
 - G. Consideration of Resolution 2024-03; Redesignating Officers.....Tab 12
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. If you have any questions, please contact us at 904-436-6270.

Yours Kindly,

Lesley Gallagher

District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**TWO CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

The **regular meeting** of the Board of Supervisors of Two Creeks Community Development District was held on **October 25, 2023, at 6:00 p.m.** at the Courtyard by Marriott located at 610 Wells Road, Orange Park, FL 32073.

Present and constituting a quorum:

Darryl Del Rio	Board Supervisor, Chairman
Karen Knowles	Board Supervisor, Assistant Secretary
Lan Nguyen	Board Supervisor, Assistant Secretary
Barbara Rhodes	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock, LLP (<i>Speakerphone</i>)
Royce Peaden	Account Manager, BrightView Landscape
Yaniel Rojas	Account Manager, BrightView Landscape
Marty Czako	Owner/President, First Coast CMS
Tony Shiver	President, First Coast CMS

Audience members of the public present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Del Rio called the meeting to order at 6:04 p.m. and Ms. Gallagher took over from there.

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

There were no audience comments.

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THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Regular
Meeting, held August 23, 2023**

On motion by Mr. Del Rio, seconded by Ms. Knowles, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' regular meeting, held August 23, 2023, for Two Creeks Community Development District.

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FOURTH ORDER OF BUSINESS

**Ratification of Operation &
Maintenance Expenditures for
August & September 2023**

On motion by Mr. Del Rio, seconded by Ms. Rhodes, with all in favor, the Board of Supervisors ratified the operation & maintenance expenditures for August 2023, in the amount of \$91,468.88, and September 2023, in the amount of \$57,421.61, for Two Creeks Community Development District.

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FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-01;
Redesignating Certain Officers**

On motion by Ms. Knowles, seconded by Ms. Rhodes, with all in favor, the Board of Supervisors adopted Resolution Resolution 2024-01; Redesignating Certain Officers, for Two Creeks Community Development District.

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SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report, but District Counsel was available to answer questions.

B. District Engineer

Not requested to attend.

C. Landscape Manager

- 1.) BrightView Landscape Report
- 2.) BrightView Irrigation Inspection

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Mr. Peaden and Mr. Rojas were available to answer questions regarding the landscape and irrigation reports found under tab 4 of the agenda. They also updated the Board

82 that they would be working on raising canopies and cutbacks. Ms. Rhodes
83 complimented the team for cleaning out the pond area at the amenity center. Mr. Del
84 Rio requested that the trees be reviewed as you enter the amenity center area for
85 sprouts that are popping out.

86
87 **D. Amenity and Field Operation Manager**

88
89 Mr. Czako and Mr. Shiver were available to answer questions regarding their report
90 found under tab 5 of the agenda. It was requested that the toilet in the handicap
91 accessible stall in the women's restroom be reviewed.

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93 **E. District Manager**

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95 **1.) Solitude Lake Management Report**

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97 Ms. Gallagher updated the Board that she has been working on trying to receive back
98 the signed agreement from Poolsure that was prepared by District Counsel. She has
99 reached out numerous times and finally let them know that she would be updating the
100 Board at the meeting this evening that they are not responding to requests for the
101 agreement that was effective October 1, 2023. Following this communication, she did
102 receive a response back that included a new agreement for execution. She has
103 forwarded this on to District Counsel for review. She and Mr. Shiver both noted that
104 Poolsure has been unresponsive to emails regarding agreements or invoices in the past
105 and Mr. Shiver made the recommendation to the Board that they may want to consider
106 the CDD installing its own pool chemical equipment. There would be an upfront
107 expense but, in the end, there would potentially be a cost savings on chemicals
108 themselves as the CDD would only be billed for what is being used and not a flat rate
109 monthly. The Board requested that First Coast CMS bring back proposals for pool
110 chemical equipment to the next meeting.

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112 **SEVENTH ORDER OF BUSINESS**

**Consideration of the BrightView
Landscape Renewal Proposal**

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115 Exhibit A – Ms. Gallagher noted that this proposal is for the same number of visits, agro
116 treatments, irrigation zones, annuals, mulch and palms as the current fiscal year. She
117 did note that the fiscal year 2023/24 budget amount for landscape and irrigation
118 maintenance is \$134,900 but this district also has a \$10,000 miscellaneous landscape
119 line and that the effective date of this new amount would not be until January 1, 2024.

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On motion by Ms. Rhodes, seconded by Ms. Nguyen, with all in favor, the Board of Supervisors approved the BrightView renewal proposal, in the amount of \$137,520.00, for Two Creeks Community Development District.
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125 **EIGHTH ORDER OF BUSINESS** **Consideration of Proposal(s) for**
126 **Pick-up & Removal of Sand Build**
127 **Up**
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129 This item was tabled as it was requested staff contact the county for assistance since
130 this is along a county roadway.
131

132 **NINTH ORDER OF BUSINESS** **Ratification of Fiscal Year 2023/2024**
133 **EGIS Insurance Proposal**
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On motion by Ms. Knowles, seconded by Ms. Rhodes, with all in favor, the Board of Supervisors ratified the acceptance of the Fiscal Year 2023/2024 insurance policy renewal, in the total amount of \$21,393.00, for Two Creeks Community Development District.

135 **TENTH ORDER OF BUSINESS** **Discussion Regarding Entrance Sign**
136
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138 The Board provided direction to the Staff to include this expense when working on the
139 Fiscal year 2024/2025 proposed budget in the spring.
140

141 **ELEVENTH ORDER OF BUSINESS** **Update on Poolsure Rate Adjustment**
142 **- January 1, 2024**
143

On motion by Mr. Del Rio, seconded by Ms. Knowles, with all in favor, the Board of Supervisors accepted the Poolsure rate adjustment from \$1,207.68 per month to \$1,266.30 per month, effective January 1, 2024, for Two Creeks Community Development District.

144 **TWELFTH ORDER OF BUSINESS** **Supervisor Requests & Audience**
145 **Comments**
146

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148 **SUPERVISORS**
149

150 There were supervisor comments or requests on the following:
151

152 Security, site lighting and timer methods, planters around the pool area and a
153 request for some form of border, spotlight repairs and street light outages. Mr.
154 Shiver noted that he will perform an audit of the streetlight to report the outages.
155

156 **AUDIENCE**
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158 There was an audience comment on street signs. Mr. Czako noted he would follow up
159 with the County on this.
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THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Del Rio, seconded by Ms. Knowles, with all unanimously in favor, the Board adjourned the meeting at 6:42 p.m., for Two Creeks Community Development District.



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Secretary/Assistant Secretary

Chairman / Vice Chairman

DRAFT

Exhibit A

Description of Services (attach diagrams if necessary):

Base Maintenance: \$96,933.00

- 52 Visits
- Mowing, edging, string trim, and blowing debris
- Weed Control
- Pruning of Shrubs and Groundcover

Agronomics: \$ 14,973.00

- 6x per year Turf Fertilizations
- Weed and Insect Control as needed
- 2x per year Shrub Fertilizations
- Insect Control as needed

Irrigation: \$11,588.00

- 89 Zones
- Monthly irrigation inspections and adjustments
- Monthly cleaning of heads and reports

Annuals: \$2,826.00

- 4x per year annual change
- 240 4" annuals
- Site prep and cleanup included

Mulch: \$8,333.00

- 1 time per year 160 yards of mulch
- Site prep and cleanup included

Palms: \$2,864.00

- 1 time per year pruning of 8 Specialty and 60 Sabal Palms
- Cleanup and dump included

Total: \$137,520.00 Annual

Tab 2

Two Creeks Community Development District

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614
www.twocreeksccd.org

Operations and Maintenance Expenditures October 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$30,000.58**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barbara M. Rhodes	100234	BR102523	Board of Supervisors Meeting 10/25/23	\$ 200.00
BrightView Landscape Services, Inc.	100229	8611395	Removal of Plant Material 09/23	\$ 2,052.00
BrightView Landscape Services, Inc.	100229	8635952	Irrigation Repairs 10/23	\$ 619.62
Clay County Utility Authority	ACH	Monthly Summary 110 08/23 ACH	Water-Utility Services 08/23	\$ 3,864.45
Clay County Utility Authority	ACH	Monthly Summary 110 09/23 ACH	Water-Utility Services 09/23	\$ 3,739.89
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 110 09/23 ACH	Electric Services 09/23	\$ 2,407.00
COMCAST	ACH	8495 74 144 1205022 10/23 ACH	Amenity Telephone/Fax/Internet/Cable 10/23	\$ 362.91
Constant Contact, Inc	ACH	1696148507	Monthly E-Mail Blast 10/23	\$ 21.85
Courtyard Marriott	100233	Fee for BOS Room 10/23	Fee for BOS Room 10/23	\$ 366.00
Darryl E. Del Rio	100235	DDR102523	Board of Supervisors Meeting 10/25/23	\$ 200.00
First Coast Contract Maintenance Service, LLC	100230	8012	Annual Contract Increase for Management Services 09/23	\$ 561.64
Fitness Pro	100231	30705	Service Call 10/23	\$ 199.00
Grau & Associates, P.A.	100232	101023-110	Audit Confirmation FYE 09/30/22	\$ 70.00
Karen Jean Knowles	100236	KK102523	Board of Supervisors Meeting 10/25/23	\$ 200.00

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Operations and Maintenance Expenditures

November 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$70,177.45**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	100244	8602452	Landscape Maintenance 10/23	\$ 10,914.01
BrightView Landscape Services, Inc.	100255	8647436	Landscape Maintenance 11/23	\$ 10,914.01
BrightView Landscape Services, Inc.	100250	8669424	Irrigation Repair 10/23	\$ 673.80
BrightView Landscape Services, Inc.	100255	8677682	Irrigation Repair 10/23	\$ 690.60
BrightView Landscape Services, Inc.	100255	8681063	Irrigation Repair 11/23	\$ 766.00
BrightView Landscape Services, Inc.	100255	8681074	Irrigation Repair 11/23	\$ 443.03
BrightView Landscape Services, Inc.	100255	8681075	Irrigation Repair 11/23	\$ 135.00
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 110 10/23 ACH	Electric Services 10/23	\$ 2,497.00
COMCAST	ACH	8495741441205022 11/23 ACH	Amenity-Telephone/Fax/Internet/Cable 11/23	\$ 362.91
First Coast Contract Maintenance Service, LLC	100245	8041	Management Services 11/23	\$ 9,566.95
First Coast Contract Maintenance Service, LLC	100245	8073	Reimbursable Expenses 10/23	\$ 1,547.00

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Contract Maintenance Service, LLC	100245	8096	Pool Plumbing repair 10/23	\$ 3,862.50
First Coast Contract Maintenance Service, LLC	100256	8149	Management Services 12/23	\$ 9,566.95
Florida Department of Commerce	100246	88899	Special District Fee FY 23/24	\$ 175.00
Giddens Security Corporation	100251	23468520	Deputy Services 08/23	\$ 1,712.92
Giddens Security Corporation	100247	23468785	Deputy Services 09/23	\$ 1,363.64
HomeTeam Pest Defense, Inc.	100252	95792940	Pest Control Services 10/23	\$ 125.00
Innersync Studio, Ltd	100240	21757	Website & Compliance Services 10/23	\$ 384.38
Kutak Rock, LLP	100241	3292491	Legal Services 08/23	\$ 1,167.66
Kutak Rock, LLP	100248	3298071	Legal Services 09/23	\$ 739.74
Poolsure	100242	131295617815	Pool Maintenance 10/23	\$ 1,172.50
Poolsure	100257	131295618394	Pool Chemicals 11/23	\$ 1,172.50

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100239	INV0000084891	District Management Fees 11/23	\$ 5,271.59
Security Development Group LLC	100249	9491	Security Services 10/23	\$ 1,148.50
Solitude Lake Management, LLC	100243	PSI016903	Lake & Pond Management Services 10/23	\$ 1,487.00
Solitude Lake Management, LLC	100258	PSI026453	Lake & Pond Management Services 11/23	\$ 1,487.00
Sunbelt Gated Access Systems of Florida, LLC	100253	2680	Gate Repairs 10/23	\$ 332.50
The Ledger / News Chief/ CA Florida Holdings, LLC	100254	5985983	Legal Advertising 10/23	<u>\$ 497.76</u>
Report Total				<u>\$ 70,177.45</u>

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Operations and Maintenance Expenditures

December 2023

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$20,758.38**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay County Utility Authority	ACH	Monthly Summary 110 10/23 ACH	Water-Utility Services 10/23	\$ 4,130.37
Clay County Utility Authority	ACH	Monthly Summary 110 11/23 ACH	Water-Utility Services 11/23	\$ 2,520.81
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 110 11/23 ACH	Electric Services 11/23	\$ 2,392.00
Comcast	ACH	8495 74 144 1205022 12/23 ACH	Telephone/Fax/Internet/Cable 12/23	\$ 362.91
First Coast Contract Maintenance Service, LLC	100260	8124	Reimbursable Expenses 10/23	\$ 651.35
First Coast Contract Maintenance Service, LLC	100260	8179	Reimbursable Expenses 11/23	\$ 257.85
Kutak Rock, LLP	100263	3322907	Legal Services 10/23	\$ 835.00
Rizzetta & Company, Inc.	100259	INV0000085695	District Management Fees 12/23	\$ 5,271.59
Security Development Group LLC	100261	9552	Security Services 11/23	\$ 3,594.00

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sunbelt Gated Access Systems of Florida, LLC	100264	2850	Gate Repairs 12/23	\$ 512.50
Taylor & White, Inc.	100265	5430	Engineering Services 12/23	<u>\$ 230.00</u>
Report Total				<u>\$ 20,758.38</u>

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Operations and Maintenance Expenditures

January 2024

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$63,549.59**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
American Electrical Contracting, Inc.	100282	W64199	Service Call 01/24	\$ 818.75
BrightView Landscape Services, Inc.	100268	8688606	Landscape Maintenance 12/23	\$ 10,914.01
BrightView Landscape Services, Inc.	100268	8719525	Irrigation Repair 12/23	\$ 197.50
BrightView Landscape Services, Inc.	100268	8720512	Irrigation Repair 12/23	\$ 506.10
BrightView Landscape Services, Inc.	100268	8721376	Irrigation Repair 12/23	\$ 598.00
BrightView Landscape Services, Inc.	100276	8724698	Remove Fallen Tree 12/23	\$ 435.00
BrightView Landscape Services, Inc.	100283	8753906	Top Soil Refresh 01/24	\$ 296.10
BrightView Landscape Services, Inc.	100283	8759075	Irrigation Repair 01/24	\$ 529.12
Clay County Utility Authority	ACH	Monthly Summary 110 12/23	Water-Utility Services 12/23	\$ 2,351.50
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 110 12/23	Electric Services 12/23	\$ 2,556.00
Comcast	ACH	8495 74 144 1205022 01/24	Telephone/Fax/Internet/Cable 01/24	\$ 378.68
Courtyard Marriott	100281	Fee for BOS Room 02/24	Fee for BOS Room 02/24	\$ 366.00

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Contract Maintenance Service, LLC	100269	8203	Reimbursable Expenses 11/23	\$ 331.59
First Coast Contract Maintenance Service, LLC	100269	8225	Management Services 01/24	\$ 9,566.95
First Coast Contract Maintenance Service, LLC	100277	8267	Reimbursable Expenses 12/23	\$ 919.19
First Coast Contract Maintenance Service, LLC	100284	8293	Management Services 02/24	\$ 9,566.95
Fitness Pro	100270	30964	Service Call 10/23	\$ 550.10
Fitness Pro	100270	31064	Service Call 12/23	\$ 115.00
Fitness Pro	100285	31377	Preventative Maintenance 01/24	\$ 259.00
Florida Department of Revenue	100275	20-8017766215-7 Sales & Use Tax 12/23	Sales & Use Tax 12/23	\$ 34.88
Innersync Studio, Ltd	100278	21939	Website & Compliance Services 01/24	\$ 384.38
Kutak Rock, LLP	100279	3338676	Legal Services 11/23	\$ 164.50
Poolsure	100271	131295618907	Pool Chemicals 12/23	\$ 1,172.50
Poolsure	100286	131295619157	Pool Chemicals 01/24	\$ 1,207.68

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Republic Services	ACH	0687-001378640	Waste Disposal Services 12/23	\$ 104.55
Republic Services	ACH	3-0687-0022804	Waste Disposal Services 01/24	\$ 194.97
Rizzetta & Company, Inc.	100266	INV0000086344	Annual Dissemination Services 01/24	\$ 1,000.00
Rizzetta & Company, Inc.	100267	INV0000086416	District Management Fees 01/24	\$ 5,271.59
Security Development Group LLC	100272	9625	Security Services 12/23	\$ 5,047.20
Security Development Group LLC	100287	9721	Security Services 01/24	\$ 4,437.80
Solitude Lake Management, LLC	100273	PSI031077	Lake & Pond Management Services 12/23	\$ 1,487.00
Solitude Lake Management, LLC	100288	PSI040678	Lake & Pond Management Services 01/24	\$ 1,487.00
Web Watchdogs	100280	8904	Replace Surveillance Camera 01/24	<u>\$ 300.00</u>
Report Total				<u>\$ 63,549.59</u>

Tab 3



Quality Site Assessment

Prepared for: Two Creeks CDD

General Information

- DATE: Wednesday, Jan 24, 2024
- NEXT QSA DATE: Thursday, Feb 15, 2024
- CLIENT ATTENDEES:
- BRIGHTVIEW ATTENDEES: Yaniel Rojas

Customer Focus Areas

Lake mowing, clubhouse and entrance detail

Quality you can count on.

<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1 Site Cleanliness</p>	 <p>2 Weed Free</p>	 <p>3 Green Turf</p>
	 <p>4 Crisp Edges</p>	 <p>5 Spectacular Flowers</p>	 <p>6 Uniformly Mulched Beds</p>

QUALITY SITE ASSESSMENT

Two Creeks CDD

Maintenance Items



1 Tynes Blvd: Crews to continue tree limb ups for sidewalk clearance & removal of low hanging Spanish moss as part of winter tasks.

2 Tynes/Trails Ridge: Crews to bait for fire ants; multiple mounts forming along roadway /sidewalks.

3 Pond maintenance looks good & on rotation throughout.

4 Clubhouse Ponds: crews to clean up & cut out protruding growth & weeds along & above ledge/border of pond. Spray rotations to address future growth.

QUALITY SITE ASSESSMENT

Two Creeks CDD

Maintenance Items



5 Clubhouse (corner of Tynes/Long Bay): Crews have cut out all dead Juniper in beds. Crews to now trim/shape tops of Holly trees and remove vine growth on them.

6 Maintenance & edging along roadways and common areas on rotations and looking good. Turf in good health and mostly dormant as is normal this time of year.

7 Clubhouse: bed edging & trimming on rotation around pond area and looking good.

8 Ornamental Grass cutbacks at Clubhouse have been completed as part of winter tasks.

QUALITY SITE ASSESSMENT

Two Creeks CDD

Maintenance Items



9 Overall maintenance, Trimming & edging look sharp throughout site. Sectional rotations on schedule.

10 Crews have begun Flax Lily cutbacks throughout property as part of their winter tasks.

11 Long Bay/ Trail Ridge: Crews limbed up trees to create sign clearance & better visibility for passing vehicles.

12 Trail Ridge Rd: Crews have begun cutbacks and trimming on Wax Myrtle to create fence line & sidewalk clearance as part of winter tasks.

Maintenance Items



13

13 Fountain: Winter annuals & soil refresh were recently installed and looking good. Annuals showing good health & vigor.



14

14 Trail Ridge Entrance: Trimming looking good and on rotation.

Notes to Owner / Client



- 1 Clubhouse (corner of Tynes/Long Bay): leaning light pole; represents potential falling hazard for passing pedestrians.**

Tab 4

Two Creeks CDD

FCCMS February Field Report 2024

Submitted by: Marty Czako

Meeting Date: 02/28/24

Action Items

- Amenity center lighting timers adjusted to coincide with daylight savings.
- Ceiling spider webs addressed.
- Streetlights at amenity center parking lot and along Tynes Blvd., Long Bay and Trail Ridge Rd. Inspected by All American Electric. Repairs were made as necessary.
- Long Bay Road tree stumps. A count of the tree stumps was conducted. Requested Brightview for a proposal for replacement of similar trees. FCCMS met with Brightview to discuss issues. Brightview will follow up with a proposal.
- Obtain pricing for pool equipment to facilitate switching chemical supplies to Hawkins from current vendor, PoolSure. See attached packet.

Other Items

- Fitness Pro completed their regularly scheduled maintenance of the gym equipment. There were two issues found that needed repair that are not covered under warranty. The cable for the leg press and the pad for the back rest of the leg press. Approval was given and scheduled for repair. Repairs were completed.
- Palm pruning at the amenity center for Two Creeks is scheduled for October 20th. Half was done on October 20th. The rest was completed on November 10th by Taylor Tree Service.
- Eagle Landing notified Two Creeks CDD that they have been experiencing higher than usual amounts of water holding in their wetlands near two of their outfalls. They suspect a blockage may be present where a culvert/pipe goes underneath Tynes Blvd within Two Creeks property. We contacted our district engineer for input.
- Brightview trimmed trees along Tynes Blvd December 11th and 12th.
- Replaced low voltage light fixture by entrance monument.
- A crack was found at the wading pool valve pipe during routine inspections. Crown Pool was called to make repair. Repair completed January 29th at the same time minor repair was needed at the main pool repaired by Crown Pool made the same day.

- FCCMS noted two street name signs missing at the corner of Tynes and Long Bay during routine inspections. We contacted Clay County public works. They fabricated decorative name signs. Delivered them to maintenance. They were installed by FCCMS on January 25th.
- One of the security cameras stopped working. Service provided by Web Watch Dogs. They replaced the defective camera with a new camera. Now the cameras are all working properly.
- Report received regarding a leaning streetlight located by the southwest corner driveway entrance to the amenity center that it may be a safety issue. FCCMS inspected and was able to make repairs. Determined not to be a safety issue just a leaning of the streetlight.
- FCCMS had American Electric audit and - Checked poles that aren't working. Found and replaced two bad corn cob bulbs. They also checked the rest of the decorative streetlights for proper operation, all others working properly.

Daily Routine maintenance

- Pool upkeep. Cleaning, vacuuming, chemical readings, and filter cleaning as needed which due to the volume of patrons has been a daily item.
- Clean pool tiles daily.
- Vacuuming of gym floor daily or as needed.
- Wiping down gym equipment as needed.
- Amenity Center - Check all trash cans, empty as needed. Leaf blow grounds daily including tennis and basketball courts. Safety inspection of playground equipment, volleyball tennis and basketball courts.
- Check operation of cameras and card readers.
- Restrooms checked for cleanliness and supplies.
- Walk amenity center parking lot for trash and debris removal.
- Visual inspection of all property roads, signs, and landscape.
- Inspection of all playgrounds including trash removal.

Tab 5



Work Order	00506999	Account	Two Creeks CDD
Work Order	00506999	Contact	
Number		Address	Trail Ridge Rd Middleburg, FL 32068
Created Date	2/19/2024		

Work Details

<p>Specialist Comments to Customer</p>	<p>Good morning! Today, I inspected all ponds for invasive shoreline vegetation or algae, none present during this visit. Previous algae treatment on pond 6 was highly successful! I removed all reachable trash from the ponds. I added dye to ponds 5 and 6 as they were the only ones I saw currently with benthic growing filamentous algae. I will add dye and bacteria to all ponds in the upcoming visits. I have 2 recommendations for the long term aesthetics and health of the ponds. I would like to see grass carp get stocked in each water holding pond to naturally maintain submerged vegetation. Grass carp act as Nature's barber keeping the growth from surfacing and causing algae blooms. Secondly submerged aeration systems will help as well with algae prevention. I looked into the history of this account and I see a lot of algae issues. If we can slowly get both of these recommendations done in the ponds I don't see a major algae issue happening again. If interested please feel free to contact me. My number is 352.562.4830. I look forward to hearing from you.</p>	<p>Prepared By</p> <p>Veronica Biro</p>
--	--	---

Specialist State
License Number

Work Order Assets

Asset	Status	Product Work Type
Two Creeks CDD LAKE ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Two Creeks CDD LAKE ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Two Creeks CDD LAKE ALL	SHORELINE WEED CONTROL	
Two Creeks CDD LAKE ALL	LAKE WEED CONTROL	
Two Creeks CDD LAKE ALL	ALGAE CONTROL	
Two Creeks CDD LAKE ALL	MONITORING	
Two Creeks CDD LAKE ALL	INSPECTION	

Tab 6

Proposal for Extra Work at Two Creeks CDD

Property Name	Two Creeks CDD	Contact	Lesley Gallagher
Property Address	1365 Tynes Blvd Middleburg, FL 32068	To	Two Creeks CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Two Creeks CDD - Crape Myrtle Pruning

Project Description Structurally Prune (23) Myrtles on Long Bay Rd near Amenity Center

Scope of Work

QTY	UoM/Size	Material/Description	Total
Crape Myrtle Pruning			\$3,335.00
1.00	LUMP SUM	Prune (23) Crape Myrtle trees on Long Bay Rd near Tynes blvd intersection.	

For internal use only

SO# 8285823
JOB# 346100419
Service Line 300

Total Price \$3,335.00

THIS IS NOT AN INVOICE

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature _____	Title _____
Lesley Gallagher	November 17, 2023
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature _____	Title _____
Yaniel Rojas	November 17, 2023
Printed Name _____	Date _____

Job #: 346100419
SO #: 8285823 **Proposed Price: \$3,335.00**

Proposal for Extra Work at Two Creeks CDD

Property Name	Two Creeks CDD	Contact	Lesley Gallagher
Property Address	1365 Tynes Blvd Middleburg, FL 32068	To	Two Creeks CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Two Creeks CDD: Magnolia Tree Replacement

Project Description Replace (2) dead Magnolia trees near tennis court at Amenity Center.

Scope of Work

QTY	UoM/Size	Material/Description	Total
Magnolia Tree Replacement (Near Tennis Courts)			\$4,760.86
1.00	LUMP SUM	Remove & Stump grind (2) dead Magnolia trees. Remove any debris from site. Skid Steer Needed for Trees.	
2.00	EACH	Magnolia B&B - Installed	
2.00	EACH	Tree Straps - Installed	
6.00	EACH	Brown Mulch - Installed	
1.00	LUMP SUM	Irrigation - Install bubblers for Newley installed trees & any adjustments necessary. (Labor and Material Included)	

For internal use only

SO# 8285100
JOB# 346100419
Service Line 130

Total Price \$4,760.86

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

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Customer

Signature	Title	District Manager
Lesley Gallagher	Date	November 17, 2023
Printed Name		

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Account Manager
Yaniel Rojas	Date	November 17, 2023
Printed Name		

Job #: 346100419
SO #: 8285100 **Proposed Price:** \$4,760.86

Proposal for Extra Work at Two Creeks CDD

Property Name	Two Creeks CDD	Contact	Lesley Gallagher
Property Address	1365 Tynes Blvd Middleburg, FL 32068	To	Two Creeks CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Two Creeks CDD - Tree Install along Long Bay Rd

Project Description Install/Replace trees along Long Bay Rd.

Scope of Work

QTY	UoM/Size	Material/Description	Total
Song Sparrow Dr - Trail Ridge Rd			\$20,296.29
1.00	LUMP SUM	Prep area by removing any stumps/sod to install new trees. Grade out area. Remove any debris from site. Skid Steer Needed for Trees.	
1.00	LUMP SUM	Remove & Stump grind (3) tree	
12.00	EACH	Southern Magnolia B&B - Installed	
12.00	EACH	Tree Straps - Installed	
36.00	EACH	Brown Mulch - Installed	
1.00	LUMP SUM	Irrigation - Install bubblers for Newley installed trees & any adjustments necessary. (Labor and Material Included)	
Trail Ridge Rd - Trail Ridge Rd			\$15,782.09
1.00	LUMP SUM	Prep area by removing any stumps/sod to install new trees. Grade out area. Remove any debris from site. Skid Steer Needed for Trees.	
7.00	EACH	Southern Magnolia B&B - Installed	
3.00	EACH	Maple B&B - Installed	
10.00	EACH	Tree Straps - Installed	
30.00	EACH	Brown Mulch - Installed	
1.00	LUMP SUM	Irrigation - Install bubblers for Newley installed trees & any adjustments necessary. (Labor and Material Included)	
Trail Ridge Rd - Tynes Blvd			\$17,907.37
1.00	LUMP SUM	Prep area by removing any stumps/sod to install new trees. Grade out area. Remove any debris from site. Skid Steer Needed for Trees.	
1.00	LUMP SUM	Remove & Stump grind (1) tree	
11.00	EACH	Southern Magnolia B&B - Installed	
11.00	EACH	Tree Straps - Installed	
33.00	EACH	Brown Mulch - Installed	

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

Proposal for Extra Work at Two Creeks CDD

1.00 LUMP SUM Irrigation - Install bubblers for Newley installed trees & any adjustments necessary. (Labor and Material Included)

Other

Song Sparrow to Trail Ridge Rd



Trail Ridge Rd to Trail Ridge Rd



Trail Ridge Rd to Tynes Blvd



For internal use only

SO# 8279640
JOB# 346100419
Service Line 130

Total Price \$53,985.75

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

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Customer

Property Manager

Signature _____	Title _____
Lesley Gallagher	November 17, 2023
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"
Account Manager

Signature _____	Title _____
Yaniel Rojas	November 17, 2023
Printed Name _____	Date _____

Job #: 346100419
SO #: 8279640 **Proposed Price: \$53,985.75**

Tab 7

RESOLUTION 2024-02

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

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

WHEREAS, the Board of Supervisors of the District (“**Board**”) seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Clay County Supervisor of Elections (“**Supervisor**”) to conduct the District’s elections by the qualified electors of the District at the general election (“**General Election**”).

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Lan Nguyen, Seat 2, currently held by Karen Burt, and Seat 3, currently held by Brian Wigal are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

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

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

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

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

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

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

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

PASSED AND ADOPTED this 28th day of February 2024.

**TWO CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Two Creeks Community Development District (“District”) will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Clay County Supervisor of Elections located at 500 N Orange Ave, Green Cove Springs, FL 32043; Ph: (904) 269-6350. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Two Creeks Community Development District has three (3) seats up for election, specifically seats 1, 2 and 3. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

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

Publish on or before _____, 2024.

Tab 8

Change from PoolSure to Hawkins information

Attached is information regarding the proposed change over to Hawkins. The onsite pool equipment currently belongs to PoolSure. Items include: tanks, pumps, controllers and Wi-Fi connection. We will have to purchase these items to make the switch over.

The item breakdown total is approximately \$12,000

Tanks -	\$1,265.00 (2 tanks)
Controllers -	\$8,473.00 (2 controllers)
Stenner Pumps -	\$2,000.00 (4 pumps)
Misc. Items -	\$ 200.00 (tubing, connectors ETC.)
Total -	\$11,938.00

The advantages of the switchover are that when set up we will only be paying for chemicals that we use. Currently we pay PoolSure monthly set amount regardless of the amount of chemicals we use. The equipment will be owned by Two Creeks CDD.

Quote from PoolSupplyUnlimited.com

4 messages

Pool Supply Unlimited <sales@poolsupplyunlimited.com>
To: marty@firstcoastcms.com

Fri, Feb 2, 2024 at 1:56 PM

If you have any questions please feel free to contact me directly and I will be happy to assist. Thank you for the opportunity.

Deniz Hernandez
(888) 836-6025 office
(888) 648-5677 fax
poolsupplyunlimited.com



Quotation

30253759 Date: February 02, 2024

Customer: Marty FirstCoastCMS

Destination Zip Code: 32084

Quote Expires: 03/03/2024

Quantity	Item Description	Unit Price	TOTAL
2	Hayward CAT 4000 Remote Automated Controller with WiFi Transceiver W3CAT4000WIFI	\$3,944.27	\$7,888.54
Original Subtotal:			\$7,888.54
Subtotal:			\$7,888.54
Tax:			\$512.76
Shipping:			\$71.71
Total:			\$8,473.01

[Click here to View Your Quote](#)

[Checkout](#)



HAWKINS, INC.

HAWKINS WATER TREATMENT GROUP

January 31, 2024

To: Two Creeks CDD

Quote: Pool Chemicals

<u>Item #</u>	<u>Description</u>	<u>Price</u>	<u>UOM</u>
41930	Azone-Sodium Hypochlorite	\$2.84	GA
51616	Muriatic Acid	\$30.00	4/1 GA Bottle-Case
935	Hydrochloride Acid	\$101.50	15 GA Deldrum
42871	Sulfuric Acid 38-40%	\$66.5408	15 GA Deldrum
14420	Sodium Bicarbonate	\$38.00	50 LB Bag
42756	Filter Media-Perlite	\$30.00	12 LB BG 1.6 CFT
42993	Tank 200 GA	\$500.00	EA
43012	Tank 350 GA	\$765.00	EA

Thank you for choosing Hawkins.

TANKS
\$1,265

EXPIRATION: Quote will expire in 30 days.

TERMS: Net 30 days from delivery. Our pricing does not include any installation or sales/excise taxes that may apply.

QUOTATION/PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Hawkins Water Treatment Group, Inc.; and written acceptance of your order by Hawkins Water Treatment Group, Inc. and/or the manufacturer(s) involved.

Tab 9

From: CDD <delriocdd@comcast.net>
Sent: Wednesday, December 13, 2023 4:45 AM
To: Lesley Gallagher <LGallagher@rizzetta.com>
Subject: [EXTERNAL]Darryl Del Rio Resignation

NOTICE: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Good morning Lesley,

Please find this as my official resignation from the Board of Supervisors and my role as Chairman for the Two Creeks CDD.

We have recently sold our home and are no longer residing in the District.

It has been a pleasure working with both you and Carol over the past 5 years.

Warm Regards,
Darryl Del Rio
Sent from my iPhone

This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (888) 208-5008 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this possibility when including personal information in your communications. Unless specifically indicated, the contents of this electronic message and its related attachments (including forwarded messages) do not constitute a legal opinion on behalf of the sender and/or Rizzetta & Company, Inc. Recipients of this message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.

Tab 10

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.twocreeksccd.org

Two Creeks CDD Vacant Board Seat

The Two Creeks CDD Board is seeking qualified electors to fill a vacant CDD Board Seat. The requirements to service in this position follow:

The Board

The District is a special purpose unit of local government that is established pursuant to and governed by Chapter 190, Florida Statutes. The District is governed by a five-member Board of Supervisors (“Board”). The District’s Board typically meets four (4) times per year but may meet more often if necessary. Board meetings typically last up to three hours, depending on the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with a link to the agenda package that will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these agenda packages prior to each meeting and may consult with District Staff (legal, management and engineering) concerning business to be addressed.

Qualifications of Supervisors

To be considered a qualified elector, the Supervisor must be at least 18 years of age, a citizen of the United States, a legal resident of Florida and of the District, and must be registered to vote with the Clay County Supervisor of Elections.

Compensation

By statute, Board Members are entitled to be paid a maximum of \$200 per meeting for their service, up to an annual cap of \$4,800 per year.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. As such, each Supervisor, upon taking office, subscribes to an oath of office. Each Supervisor is subject to the same financial disclosure requirements and code of ethics as any other local elected official. Specific responsibilities differ but the basic requirements to act in the District’s best interest when making policy decisions affecting the landowners within the District.

How to Apply

To apply to serve on the District’s Board, please submit your statement of interest and/or resume to the attention of the District Manager, Lesley Gallagher, at 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 or email to Lgallagher@rizzetta.com by noon on February 16th, 2024 . Please note that any document submitted to the District is subject to Florida’s public records laws. **PLEASE CONFIRM RECEIPT OF YOUR STATEMENT OF INTEREST SUBMITTED.**

The current Board will review the resumes at its February 28th, 2024 Board meeting at 6:00 pm and requests that all applicants attend this meeting at the Courtyard By Marriott located at 610 Wells Road, Orange Park, Florida, 32073.

If you have any questions about the information contained in this notice, please contact the District Manager’s Office at 904-436-6270.

Tab 11

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing oath was administered before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Two Creeks Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Tab 12

RESOLUTION 2024-03

A RESOLUTION OF TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors of Two Creeks Community Development District desires to elect the below recited persons to the offices specified.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Secretary	<u>Scott Brizendine</u>
Treasurer	<u>Scott Brizendine</u>
Assistant Treasurer	<u>Shawn Widermuth</u>

PASSED AND ADOPTED this 28th day of February 2024.

ATTEST:

**TWO CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors