



Rizzetta & Company

# **TWO CREEKS**

## **Community Development District**

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**Board of Supervisors' Meeting**  
**February 22, 2023**

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

[www.twocreeksccd.org](http://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](http://www.twocreeksccd.org)

<b>Board of Supervisors</b>	Darryl Del Rio Brian Wigal Karen Burt Lan Nguyen Barbara Rhodes	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Carol L. Brown	Rizzetta & Company, Inc.
<b>District Counsel</b>	Wes Haber	Kutak Rock, LLP
<b>District Engineer</b>	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](http://www.twocreeksccd.org)

Board of Supervisors  
Two Creeks Community  
Development District

February 15, 2023  
Rev. 2.21.2023

## AGENDA

Dear Board Members:

The **meeting** of the Board of Supervisors of the Two Creeks Community Development District will be held on **February 22, 2023 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. Oath of Office.....Tab 1
  - B. Consideration of Resolution 2023-01; Redesignating Officers.....Tab 2
  - C. Consideration of the Minutes of the Board of Supervisors' Regular Meeting, held October 26, 2022.....Tab 3
  - D. Ratification of Operation & Maintenance Expenditures for August 2022, September 2022, October 2022 and November 2022.....Tab 4
4. **STAFF REPORTS**
  - A. Landscape Manager.....Tab 5
    - 1.) BrightView Quality Site Assessment, dated January 25, 2023 & February 13, 2023
  - B. District Counsel
  - C. District Engineer
  - D. Amenity and Field Operation Manager.....Tab 6
    - 1.) FC CMS Field Report, dated February 22, 2023
    - 2.) Solitude Lake Management Report, dated February 2, 2023
  - E. District Manager
5. **BUSINESS ITEMS**
  - A. Ratification of Tri-Party Succession Agreement.....Tab 7
  - B. Consideration of Playmore Playground Staircase Proposal.....Tab 8
  - C. Consideration of Otter Removal Service Proposal(s).....Tab 9
  - D. Consideration of Entrance Sign Proposal.....Tab 10
  - E. Consideration of Heating & Air Maintenance Proposal(s).....Tab 11
  - F. Consideration of BrightView Landscape Proposal(s) – (Under Separate Cover)

- G. Discussion of Security Agreement\*
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

*\*Florida law requires Board discussions related to the District's security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.07138 and Section 281.301 of the Florida Statutes. **Only the Board and staff can be present for discussion of this agenda item.***

I look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to contact me at (904) 436-6270.

Yours kindly,  
*Carol L. Brown*  
District Manager

## **Tab 1**

**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 2**

**RESOLUTION 2023-01**

**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	_____
Treasurer	_____
Assistant Treasurer	_____

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of February 2023.

**ATTEST:**

**TWO CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors



## **Tab 3**

**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 **Wednesday, October 26, 2022 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	<b>Board Supervisor, Chairman</b>
Brian Wigal	<b>Board Supervisor, Vice Chairman</b>
Lan Nguyen	<b>Board Supervisor, Assistant Secretary</b>
Barbara Rhodes	<b>Board Supervisor, Assistant Secretary</b>

**Also present were:**

Carol Brown	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Kutak Rock, LLP</b>
Jay Jernigan	<b>Sr. Account Manager, BrightView Landscape</b>
Willie Perez	<b>Account Manager, BrightView Landscape</b>
Tony Shiver	<b>Owner/President, First Coast CMS</b>
Marty Czako	<b>Maintenance Manager, First Coast CMS</b>
William Hinton	<b>Account Representative, Solitude Lake Management</b>

Members of the Public Present

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Del Rio called the meeting to order at 6:01 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments on  
Agenda Items**

There were no audience comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors' Regular  
Meeting held August 24, 2022**

On a motion by Mr. Wigal, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the Minutes of the Board of Supervisors' regular Meeting held August 24, 2022, for Two Creeks Community Development District.

**FOURTH ORDER OF BUSINESS**

**Ratification of Operation and  
Maintenance Expenditures for July  
2022**

On a motion by Ms. Rhodes, seconded by Mr. Wigal, with all unanimously in favor, the Board ratified the Operation and Maintenance Expenditures for July 2022, in the amount of \$83,655.06, for Two Creeks Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

No report, but District Counsel was present to take questions from the Board.

**B. District Engineer**

District Engineer was not present.

**C. Landscape Manager Report**

**1.) BrightView Landscape Report, dated September 13, 2022**

Mr. Perez provided additional information to the Board regarding the report found under Tab 3. BrightView had replaced landscaping, damaged by a motor vehicle accident. The Board requested future landscape replacements be the same size as what was replaced. The Board directed the Staff to move forward and submit an insurance claim to Egis Insurance Advisors.

The Board moved to Agenda item 5B.

**SIXTH ORDER OF BUSINESS**

**Consideration of Landscape  
Proposal(s)**

Mr. Perez reviewed proposals found under Tab 6.

On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all unanimously in favor, the Board approved BrightView Proposal Option 1 for plant installation to fill beds in the amount of \$1,390.97 and Option 1 for Installation where palm tree was removed, in the amount of \$548.78, for Two Creeks Community Development District.

The Board moved to Agenda item 5A.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Amendment to  
BrightView Agreement**

On a motion by Mr. Wigal, seconded by Mr. Del Rio, with all unanimously in favor, the Board approved the Amendment to the BrightView Agreement, in the amount of \$130,968.12, for Two Creeks Community Development District.

BrightView was excused at 6:23 p.m.

The Board moved to Agenda item 4D.

**D. Amenity and Field Operation Manager**

**1.) FCCMS October Field Report, dated October 26, 2022**

Mr. Shiver reviewed report and noted the laptops are not having any connective issues to the Door King system. Access card audit and updated resident forms are in process.

Mr. Wigal requested the Staff to perform a deep cleaning of the gym.

Mr. Shiver suggested the Board reduce the weekend staffing, as it is currently not needed, Staff have remote monitoring access and it would save the District money.

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved to reduce FC CMS weekend staffing on Saturday and Sunday by 4 hours, from November 1, 2022 through March 1, 2023, for Two Creeks Community Development District.

**2.) Solitude Lake Management Report, dated September 30, 2022**

Mr. Hinton reviewed the Solitude Lake Management Report found under Tab 4. Mr. Wigal informed Mr. Hinton that a resident was told by a Solitude employee that they were not being fully serviced. Mr. Hinton stated that information was not true and ponds were being inspected. He also informed the Board that ponds do not receive treatments each visit. Mr. Hinton stated that he would confirm no discretion of services has occurred. Mr. Del Rio commented he has observed a decrease in pond appearances. The Board requested the vendor add more details to service reports and notify the staff when they are on District Property.

The Board moved to Agenda item 5E.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Solitude Lake  
Management Pond Stocking Proposal**

Mr. Hinton reviewed the proposal. The Board discussed increasing tilapia in ponds. Mr. Hinton stated that tilapia helps with controlling algae growth, however, this District needs to be compliant with permits. The Board expressed interest in stocking ponds

with maximum quantity permitted by the state.

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved Task #2 Solitude Lake Management Pond Stocking Proposal with maximum tilapia stocking of ponds, excluding ponds 23, 24, 25 & 26, with a total not to exceed amount of \$8,000.00, for Two Creeks Community Development District.

Mr. Hinton was excused at 7:03 p.m.

The Board moved to Agenda item 4D3.

**3.) Discussion of Re-Painting the Amenity Center and Review of  
Hugus Group Inspection Repaint Report, dated October 11, 2022**

Tabled by the Board, Mr. Shiver stated the Staff will be pressure washing and can perform cosmetic repairs and install kickplates for bathroom doors.

The Board directed the Staff to monitor Giddens Agreement and enforce contractual obligations.

Ms. Nguyen requested the Staff to purchase tennis net strap.

Mr. Wigal requested the Staff to inspect/repair volleyball court.

Mr. Del Rio asked for an update on Two Creeks signs. He directed the Staff to include letters and lighting.

**E. District Manager**

Ms. Brown presented the District Management Report (Exhibit A).

**1.) Discussion of Meeting Space**

Ms. Brown informed the Board of potential Marriott Courtyard meeting room fee increases and the Staff is exploring alternative meeting locations.

The Board moved to Agenda item 5C.

**NINTH ORDER OF BUSINESS**

**Ratification of Approval of EGIS  
Property Insurance Proposal**

On a motion by Mr. Del Rio, seconded by Ms. Nguyen, with all unanimously in favor, the Board ratified the approval of EGIS Property Insurance Proposal, in the amount of \$15,464.00, for Two Creeks Community Development District.

**TENTH ORDER OF BUSINESS**

**Ratification of Approval of the Third  
Amendment to the Poolsure  
Agreement**

On a motion by Ms. Rhodes, seconded by Ms. Nguyen, with all unanimously in favor, the Board ratified the approval of the Third Amendment to the Poolsure Agreement, in the amount of \$14,070.00, for Two Creeks Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Parking Lot Stripe  
Proposal(s)**

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved All Asphalt Services proposal, in the amount of \$1,200.00, for Two Creeks Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Amenity Court  
Lighting Proposal(s)**

The Board directed the Staff to inspect streetlight covers.

On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all unanimously in favor, the Board approved the Amenity Court Lighting Proposal from T&M Electric of Clay County LLC Tennis Court RetroFit, in the amount of \$2,640.00 and Timer Switch, in the amount of \$375.00, for Two Creeks Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Audience Comments and Supervisor  
Requests**

Mr. Wigal requested an update on HOA Marquee Sign.

Mr. Del Rio requested the Staff to send E-Blasts 1 or 2 times per week with reminders of gym hours, amenity center and grill usage.

No audience comments.

On a motion by Mr. Wigal, seconded by Mr. Del Rio, with all unanimously in favor, the Board authorized Ms. Rhodes to work with the HOA in the location and installation of message board, for Two Creeks Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board adjourned the meeting at 7:49 pm, for Two Creeks Community Development District.

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**Secretary/Assistant Secretary**

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**Chairman / Vice Chairman**

DRAFT

# Exhibit A





Rizzetta & Company

#### UPCOMING DATES TO REMEMBER

- Next Meeting: February 22, 2023 at 6:00 PM
- **FY 2022-2023 Audit Completion Deadline:** 06/30/2023
- **General Election (Seats 4 & 5):** November 8, 2022  
(Seats currently held by Darryl Del Rio and Barbara Rhodes)
- **Series 2016 A-1:** 05/01/2037
- **Series 2016 A-2:** 05/01/2037

## District Manager's Report

October 26

# 2022

#### Updates:

Hurricane Irma – Staff worked together in preparing the District for the storm. Both BrightView and FC CMS returned to the District, immediately post storm, to inspect and reported no major damage.

Rizzetta & Company has a new accounting software, called Intacct. We have been transitioning all of our accounting information over to this new software and are now at the point where we are able to publish the O&M Board Packages for August and September. These are currently being disseminated internally for purposes of placing on the next meeting agendas for each district. Additionally, we will begin the release of the August financial statements in the very near future. The final steps for their creation are in process and once complete, then we will begin the internal statement and review process prior to the external release of the statements. We continue to appreciate everyone's patience and understanding during this transition.

EGIS Insurance Advisors has provided the FY 22-23 binder for the policy. Staff is working on providing the provider with an accurate count of the decorative street signs to be added to the policy, per Board's direction.

The District passed the Third Quarter ADA Website Audit with Campus Suite.

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Rizzetta & Company

The July 16, 2022 MVA claim is on hold with EGIS Insurance until Board reviews current landscaping installation and BrightView alternative tree replacement options.

The District was notified of a potential hazardous tree, located behind 4231 Sandhill Crane Terrance. The BrightView arborist inspected the tree and has confirmed it needs to be dropped. The District has forwarded this information onto the SJWMD for review and approval. BrightView has presented a proposal in the amount of \$1,333.33 to drop the tree.

## Tab 4

# Two Creeks Community Development District

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District Office · St. Augustine, Florida · (904) 436-6270

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

[www.twocreeksccd.org](http://www.twocreeksccd.org)

## **Operations and Maintenance Expenditures**

**August 2022**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$33,245.76**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	100002	7997073	Monthly Landscape Maintenance 08/22	\$ 10,059.00
Clay County Utility Authority	202208-5	Water Summary 07/22	Water Summary 07/22	\$ 2,813.37
Clay County Utility Authority	202208-1	Water Summary 06/22	Water Summary 06/22	\$ 3,723.27
Clay Electric Cooperative, Inc.	202208-3	Electric Summary 07/22	Electric Summary 07/22	\$ 3,140.00
Clay Today	100003	2022-228593	Legal Advertising 07/22	\$ 675.00
COMCAST	202208-4	8495 74 144 1205022 08/22	Amenity Telephone/Fax/Internet/Cable 08/22	\$ 284.79
Community Advisors, LLC	100004	1453	District Reserve Analysis 07/22	\$ 3,200.00
Constant Contact, Inc	202208-6	1659342509	Monthly E-Mail Blast 8/22	\$ 19.00
Courtyard Marriott	100000	Meeting Room Fee 08/22	Meeting Room Fee 08/22	\$ 175.00
Kutak Rock, LLP	100005	3083145	Legal Services 06/22	\$ 639.08
Poolsure	100006	1.31296E+11	Pool Chemicals & Maintenance 08/22	\$ 945.00

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Republic Services	202208-2	0687-001247886 08/22	Waste Disposal Service 08/22	\$ 123.94
Rizzetta & Company, Inc.	100001	INV0000070253	Mass Mailing 07/29	\$ 794.91
Rizzetta & Company, Inc.	100001	INV0000070102	District Management Fees 08/22	\$ 4,835.84
Solitude Lake Management, LLC	100007	PI-A00864830	Lake & Pond Management Services 08/22	\$ 1,487.00
Vesta Property Services, Inc.	100008	401802	Billable Expenses 07/22	<u>\$ 330.56</u>
<b>Report Total</b>				<b><u>\$ 33,245.76</u></b>

# Two Creeks Community Development District

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Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

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## **Operations and Maintenance Expenditures**

**September 2022**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$24,607.22**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barbara M. Rhodes	100009	BR082422	Board of Supervisors Meeting 08/24/22	\$ 200.00
Brian Wigal	100010	BW082422	Board of Supervisors Meeting 08/24/22	\$ 200.00
BrightView Landscape Services, Inc.	100011	8032895	Dead Tree Removal 08/22	\$ 727.28
Clay Electric Cooperative, Inc.	202209-1	Two Creeks Electric Summary 08/22	Electric Summary 08/22	\$ 3,513.00
COMCAST	202209-3	8495 74 144 1205022 09/22	Amenity Telephone/Fax/Internet/Cable 09/22	\$ 284.79
Constant Contact, Inc	202209-4	1662020778	Monthly E-Mail Blast 09/22	\$ 19.00
Darryl E. Del Rio	100012	DDR082422	Board of Supervisors Meeting 08/24/22	\$ 200.00
Giddens Security Corporation	100013	23465524	Security Service 07/25/22-08/07/22	\$ 4,354.82
Lan Nguyen	100014	LN082422	Board of Supervisors Meeting 08/24/22	\$ 200.00
Leeman Enterprises, Inc	100017	10844	BBQ Grill System Repairs 06/22	\$ 96.25
Republic Services	202209-2	0687-001255218 09/22	Waste Disposal Services 09/22	\$ 135.10



## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100015	INV0000070757	District Management Fees 09/22	\$ 4,835.84
Vesta Property Services, Inc.	100016	401119	Amenity Management Services 08/22	<u>\$ 9,841.14</u>
<b>Report Total</b>				<b><u>\$ 24,607.22</u></b>

# Two Creeks Community Development District

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## **Operations and Maintenance Expenditures**

**October 2022**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2022 through October 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$134,757.03**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Always Improving, LLC	100020	28328	Fitness Equipment Repairs 09/22	\$ 197.04
Always Improving, LLC	100020	28334	Fitness Equipment Repairs 09/22	\$ 271.00
BrightView Landscape Services, Inc.	100021	8067467	Replace Solenoid 08/22	\$ 981.09
BrightView Landscape Services, Inc.	100021	8072684	Replace 3 Dead Trees 08/22	\$ 1,505.84
BrightView Landscape Services, Inc.	100021	8036936	Replace Sod 08/22	\$ 1,858.53
BrightView Landscape Services, Inc.	100021	8067677	Install Plants & Trees 08/22	\$ 5,347.10
BrightView Landscape Services, Inc.	100021	8067676	Pond Erosion Prevention 08/22	\$ 5,571.43
BrightView Landscape Services, Inc.	100021	8043678	Monthly Landscape Maintenance 09/22	\$ 10,059.00
BrightView Landscape Services, Inc.	100040	8090570	Monthly Landscape Maintenance 10/22	\$ 10,059.00
Clay County Utility Authority	202210-2	Water Summary 08/22	Water Summary 08/22	\$ 3,900.21
Clay County Utility Authority	202210-5	Monthly Summary 09/22	Water Services 09/22	\$ 4,167.56

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay Electric Cooperative, Inc.	ACH	Electric Summary Two Creeks 09/22	Electric Summary Two Creeks 09/22	\$ 3,400.00
Clay Today	100022	2022-229021	Legal Advertising 08/22	\$ 67.50
COMCAST	ACH	8495 74 144 1205022 10/22	Amenity Telephone/Fax/Internet/Cable 10/22	\$ 284.33
Commercial Specialties, LLC	100018	21-498	Replace Bathroom Partitions 08/22	\$ 11,625.00
Constant Contact, Inc	202210-1	1664612785	Monthly E-Mail Blast 10/22	\$ 19.00
Courtyard Marriott	100023	Meeting Room Fee 10/22	Meeting Room Fee 10/22	\$ 175.00
Crown Pools, Inc.	100024	T17686	Valve Assembly Repair 08/22	\$ 932.73
Egis Insurance Advisors, LLC	100019	17011	General Liability/Prop/POL Insurance 10/01/22-10/01/23	\$ 15,464.00
First Coast Contract Maintenance Service, LLC	100025	7145	Reimbursable Expenses 09/22	\$ 1,061.97
First Coast Contract Maintenance Service, LLC	100025	7071	Management Services 09/22	\$ 9,286.13
First Coast Contract Maintenance Service, LLC	100041	7072	Management Services 10/22	\$ 9,286.13

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Economic Opportunity	100042	86923	Special District Fee FY 22/23	\$ 175.00
Giddens Security Corporation	100026	23465626	Security Services 08/22/22-09/04/22	\$ 1,615.82
Giddens Security Corporation	100038	23465849	Security Services 09/19/22-10/02/22	\$ 1,655.42
Giddens Security Corporation	100038	23465576	Security Services 08/08/22-08/21/22	\$ 2,197.41
HomeTeam Pest Defense, Inc.	100027	85688750	Termite Treatment 07/22	\$ 125.00
HomeTeam Pest Defense, Inc.	100043	87757972	Termite Treatment 10/22	\$ 125.00
Innersync Studio, Ltd	100028	20678	Website & Compliance Services 10/22	\$ 384.38
Kutak Rock, LLP	100029	3105985	Legal Services 07/22	\$ 817.50
Kutak Rock, LLP	100029	3112246	Legal Services 08/22	\$ 2,393.51
Oak Wells Aquatics, Inc.	100030	22-364	Pump Service Call 10/22	\$ 2,477.50
Playmore West, Inc.	100039	21634	Spiral Slide 08/22	\$ 7,177.00

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Poolsure	100031	1.31296E+11	Pool Chemicals & Maintenance 09/22	\$ 945.00
Poolsure	100044	1.31296E+11	Pool Chemicals & Maintenance 10/22	\$ 945.00
Republic Services	ACH	0687-001255218 10/22	Waste Disposal Services 10/22	\$ 133.07
Republic Services	202210-3	0687-001240605	Waste Disposal Service 06/22	\$ 136.97
Rizzetta & Company, Inc.	100033	INV0000071970	District Management Fees 10/22	\$ 5,025.25
Rizzetta & Company, Inc.	100032	INV0000071858	Assessment Roll Annual	\$ 5,356.00
Solitude Lake Management, LLC	100034	PSI-11239	Lake & Pond Management Services 09/22	\$ 1,487.00
Solitude Lake Management, LLC	100045	PSI-17131	Lake & Pond Management Services 10/22	\$ 1,487.00
U.S. Bank	100037	6673353	Trustee Fees S2016 09/01/22-08/31/23	\$ 4,040.63
Vesta Property Services, Inc.	100035	402628	Billable Expenses 08/22	\$ 212.98
Web Watchdogs	100036	7908	HD Armor Ball 5.0 MP IR Camera 09/22	\$ 325.00

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
<b>Report Total</b>				<b><u>\$ 134,757.03</u></b>

# 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](http://www.twocreeksccd.org)

## **Operations and Maintenance Expenditures**

**November 2022**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$26,879.30**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson



## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Always Improving, LLC	100048	28191	Fitness Equipment Repairs 08/22	\$ 190.00
Barbara M. Rhodes	100049	BR102622	Board of Supervisors Meeting 10/26/22	\$ 200.00
Brian Wigal	100050	BW102622	Board of Supervisors Meeting 10/26/22	\$ 200.00
Clay County Utility Authority	ACH	Monthly Summary 10/22	Water Services 10/22	\$ 4,065.13
Clay Electric Cooperative, Inc.	ACH	Monthly Summary 10/22.	Electric Services 10/22	\$ 3,377.00
COMCAST	ACH	8495 74 144 1205022 11/22	Amenity Telephone/Fax/Internet/Cable 11/22	\$ 284.33
Constant Contact, Inc	ACH	1667291031	Monthly E-Mail Blast 11/22	\$ 19.00
Darryl E. Del Rio	100051	DE102622	Board of Supervisors Meeting 10/26/22	\$ 200.00
First Coast Contract Maintenance Service, LLC	100052	7106	Amenity Management Services 11/22	\$ 9,286.13
First Place Fitness Equipment, Inc	100053	34351	Rubber Coated Dumbbells 10/22	\$ 79.80
Giddens Security Corporation	100046	23466004	Security Services 10/03/22 - 10/16/22	\$ 1,248.14

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Giglio Signs, Inc.	100054	46980	Pool Signs 09/22	\$ 440.00
Kutak Rock, LLP	100055	3126898	Legal Services 09/22	\$ 760.00
Lan Nguyen	100056	LN102622	Board of Supervisors Meeting 10/26/22	\$ 200.00
Republic Services	ACH	0687-001270315	Waste Disposal Services 11/22	\$ 128.72
Rizzetta & Company, Inc.	100047	INV0000072546	District Management Fees 11/22	\$ 5,025.25
Sanford Tree Service Inc.	100057	3730	Grind Stump & Haul Chips 06/22	\$ 700.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100058	5015673	Legal Advertising 10/22	<u>\$ 475.80</u>
<b>Report Total</b>				<b><u>\$ 26,879.30</u></b>

## **Tab 5**

# Quality Site Assessment

Prepared for: **Two Creeks CDD**

## General Information

**DATE:** Wednesday, Jan 25, 2023  
**NEXT QSA DATE:** Friday, Apr 28, 2023  
**CLIENT ATTENDEES:** Marty Czako  
**BRIGHTVIEW ATTENDEES:** Willie Perez Davila

## Customer Focus Areas

Quality you can count on.

7

Seven  
Standards of  
Excellence

1



Site Cleanliness

2



Weed Free

3



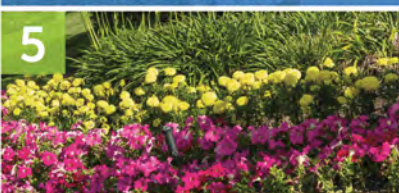
Green Turf

4



Crisp Edges

5



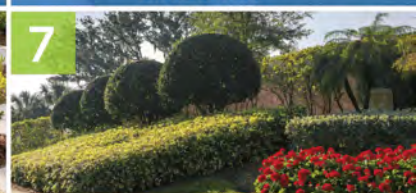
Spectacular Flowers

6



Uniformly Mulched Beds

7



Neatly Pruned Trees & Shrubs



### Maintenance Items



- 1** The Crape Myrtles were lifted throughout the property

### Recommendations for Property Enhancements



- 1** We recommend replacing the dead plant material in front of the Amenity Center due to frost.

# QUALITY SITE ASSESSMENT

## Two Creeks CDD

### Notes to Owner / Client



**1** The annuals were installed and are looking healthy

**2** Flax lilies will be install once we out of frost danger

# QUALITY SITE ASSESSMENT

## Two Creeks CDD

### Completed Items



- 1** We have sprayed around the Amenity Center from the Hollies to the building.



# Quality Site Assessment

Prepared for: **Two Creeks CDD**

## General Information

**DATE:** Monday, Feb 13, 2023

**NEXT QSA DATE:** Friday, May 19, 2023

**CLIENT ATTENDEES:** Marty Czako

**BRIGHTVIEW ATTENDEES:** Willie Perez Davila

## Customer Focus Areas

Quality you can count on.

7  
Seven  
Standards of  
Excellence



Site Cleanliness



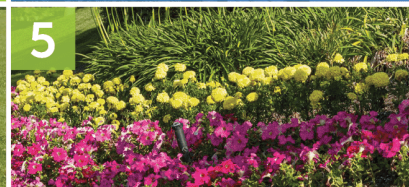
Weed Free



Green Turf



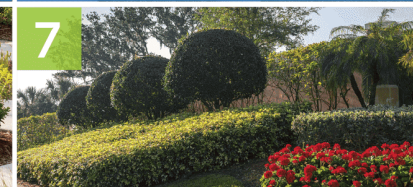
Crisp Edges



Spectacular Flowers



Uniformly Mulched Beds



Neatly Pruned Trees & Shrubs



# QUALITY SITE ASSESSMENT

## Two Creeks CDD

### Maintenance Items



**1** We have cut back the wax myrtle on Trailridge Road.

**2** We have been trimming back the Holly Trees and they are on rotation.



### Recommendations for Property Enhancements



- 1** The playground are in need of replenishing of some playground mulch.



# QUALITY SITE ASSESSMENT

## Two Creeks CDD

### Notes to Owner / Client



**1** Flower seasonal are healthy and Blooming

**2** We have been mowing the ponds and wanted to let you know that the water levels a pretty low.



### Completed Items



- 1** The Crape Myrtles were lifted throughout the property

## **Tab 6**

# ***Two Creeks CDD***

## **FCCMS February Field Report 2023**

Submitted by: Marty Czako

Meeting Date: 2/22/2023

### **Tropical Storm/Hurricane Nicole**

- Nicole downgraded to tropical storm in our vicinity. FCCMS did perform a modified hurricane safety protocol. This included closing of amenity center including the gym for the day. Securing furniture and other items at amenity center. Clean up of amenity center after Nicole passed. Inspection of entire district for any obvious wind or water damage. No significant issues found.

### **Freeze**

- Weather predicted to have a hard freeze in the area the last week of December. Preparations were made by FCCMS staff. This included insulation of exposed backflow pipes, pool deck showers, exterior hose bibs and pool filter areas. Thermostats were adjusted at the amenity center.
- There was a hard freeze. There was no damage found upon follow-up inspections.

### **Pools and Facility**

- Daily routine pool upkeep performed.
- Existing pool slide removed and replaced with new slide by Com-Pac. Pool closed for three days to accommodate work.
- Maintenance was notified of street light lamp post knocked over on the corner of Tynes Blvd. and Long Bay Rd. Maintenance scheduled T & M Electrical make repair to street lamp post while they working on tennis/basketball court project.

### **Fitness Room and Equipment**

- Fitness Pro on site to make repair identified during May 2022 PM. Repairs to Paramount stand-alone weight system included cables, straps, and snap hooks. Completed on October 24<sup>th</sup>, 2022.
- First Place Equipment delivered replacement of missing dumbbells.
- Fitness Pro performed regularly scheduled preventative maintenance on January 4<sup>th</sup>, 2023, on fitness equipment.



### **Daily Routine maintenance**

- Pool upkeep. Cleaning, vacuuming, chemical readings, and filter cleaning as needed.
- Vacuuming of gym floor daily or as needed.
- Wiping down of 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.

### **Action Items**

- Electrical work at the tennis/basketball court by T & M Electric completed on December 9<sup>th</sup>, 2022.
- Amenity center parking lot re-stripe completed early morning November 5<sup>th</sup>, 2022.
- Completed board request to replace tennis courts net middle straps.
- Completed fitness room deep clean as per board request. Have scheduled inspection of fitness room monthly and will deep clean as necessary.
- Reviewed contract with Giddens Security to confirm scope of work. Contacted Giddens to discuss scope of work. Giddens had begun patrol of entire property late December. Giddens has supplied me with log sheets that verify patrols.
- Giddens has suspended vehicle patrol. Further discussion with Giddens, management and board needed to confirm scope of work.
- Marquee ordered and installed on Tynes boulevard near pond #27. Near Pipit Point.
- Obtained proposal for installation of “Two Creeks” sign(s) on monument located at the corner of Tynes Blvd. and Trail Ridge Rd. See attached proposal.

### **Upcoming projects**

- Playmore Recreational Products & Services spiral slide replacement. Estimated ship date is March 10<sup>th</sup>, 2023.
- During routine inspection of playground equipment, rusted piece of stairs were found located by Trail Ridge. Section closed for safety. E-mail notification sent to residents.



Staff inspecting daily, replacing caution tape as necessary. See attached proposal for replacement of damaged section.

- Report of otters in pond(s) in the Preserve section. See proposals attached to have otters issue resolved.
- Stocking of fish in ponds has been temporarily delayed until otter issue is resolved.
- FCCMS recommends the air conditioners at the amenity center be placed on a routine preventative maintenance HVAC contract. Staff has been inspecting filters monthly and replacing filters as needed. See attached proposals.
- Upon inspection by A/C vendors for proposals. It came to our attention that the A/C unit for our fitness room is not working properly. Once a vendor is chosen they can fully diagnose and make recommendations for repair or replacement (unit is still using old refrigerant).

## Service Report



## Work Order

Work Order Number 00122014  
Created Date 2/2/2023

Account Two Creeks CDD  
Contact Carol Brown  
Address Trail Ridge Rd  
Middleburg, FL 32068

## Work Details

Specialist Comments to Customer Bass, bream and turtles in all. Overall ponds are in good condition at this time  
Assigned Resource

## 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	MONITORING	
Two Creeks CDD LAKE ALL	LAKE WEED CONTROL	
Two Creeks CDD LAKE ALL	ALGAE CONTROL	
Two Creeks CDD LAKE ALL		Treated ponds 1,2,3,4,5,6,12,13,14,15,16,17 and 24 for algae. Treated ponds 4 and 5 for submerged aquatics. Removed trash and debris from 1,2,3,4,5,6,7,13,23 and 26. Checked in with Mr. Marty he is concerned with the low water levels, we are looking in to any outside sources that could cause that like construction next door possibly pumping, any outflows that are broken or just lack of rain is the issue.



Work Order

Work Order      00122014

Number

Created Date      2/2/2023

Account

Two Creeks CDD

Contact

Carol Brown

Address

Trail Ridge Rd  
Middleburg, FL 32068

## **Tab 7**

## **TRI-PARTY SUCCESSION AGREEMENT**

This Tri-Party Succession Agreement is dated as of \_\_\_\_\_, 2022 among Two Creeks Community Development District (the “District”), U.S. Bank National Association, as Trustee (“USB”), and U.S. Bank Trust Company, National Association (“Trust Company”). Reference is made to that certain Master Trust Indenture, dated as of October 1, 2006, as amended and supplemented, (collectively, the “Master Indenture”) between the District and USB as Trustee (“Trustee”) thereunder relating to the District’s \$9,240,000 Capital Improvement Revenue Refunding Bonds, Series 2016A-1 (Senior Lien) and \$1,960,000 Capital Improvement Revenue Refunding Bonds, Series 2016A-2 (Subordinate Lien). Capitalized terms used herein and not defined are used as defined in the Master Indenture. The parties agree as follows:

A. USB has notified the District that USB, has transferred (by contribution) substantially all its corporate trust business to Trust Company (USB’s direct wholly owned subsidiary) and desires to transfer its administration of the Master Indenture from USB to Trust Company such that Trust Company shall be the successor in interest to USB, as Trustee under the Master Indenture. Trust Company hereby represents and certifies to the District that it is a national banking association organized under the laws of the United States of America. Trust Company is qualified to do and does business in one or more states of the United States of America and has an officially reported combined capital, surplus, undivided profits, and reserves aggregating at least \$1,000,000,000. Trust Company is therefore qualified to act as successor Trustee under Section 614 of the Master Indenture and successor Bond Registrar and Paying Agent under Section 620 of the Master Indenture.

B. USB hereby resigns as Trustee, Bond Registrar and Paying Agent under the Master Indenture. Trust Company hereby accepts such appointment as successor Trustee, Bond Registrar and Paying Agent under the Master Indenture, and the parties hereby agree that Trust Company is fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of USB, its predecessor; and USB hereby transfers to Trust Company all such estates, properties, rights, powers and trusts and is contemporaneously herewith delivering all its records relating to the Master Indenture to Trust Company.

C. The District hereby waives the sixty (60) days’ notice requirement contained in Section 611 and Section 617 of the Master Indenture.

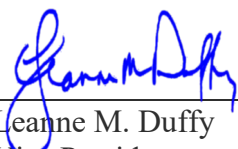
D. The District hereby certifies to Trust Company that no Event of Default or event which, with the giving of notice or the passage of time or both, would become an Event of Default, has occurred, and is continuing under the Master Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed, effective as of the day and year first above written.

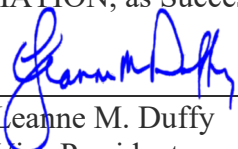
TWO CREEKS COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By:  \_\_\_\_\_  
Name: Leanne M. Duffy  
Title: Vice President

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Successor Trustee

By:  \_\_\_\_\_  
Name: Leanne M. Duffy  
Title: Vice President

## Tab 8



**Recreational  
Products & Services**

10271 Deer Run Farms Road, Suite 1  
Fort Myers, FL 33966  
(239) 791-2400 (239) 791-2401 fax  
(888) 886-3757 toll free  
www.playmoreonline.com

# QUOTATION

02/06/23  
Job Number: 18029

Revision: A  
Client: Rizzetta & Company, Inc. Job: Two Creeks CDD Stairs  
3434 Colwell Ave., Ste. 200 Trail Ridge Rd TBD  
Tampa FL 33614 Middleburg FL 32068

Contact: Marty Czako Phone: 904-687-4150 Fax: Email: marty@firstcoastcms.com

Sales Rep: Mary Cyr Terms: Due With Order

Item	Description	Quantity	Cost	Subtotal
<b>1 EQUIPMENT</b>				
BPM0299BRW	STAIR- 36in ACCESSIBLE	1	\$1,128.75	\$1,128.75
BAE0666	BOLT-3/8in-16 X 1-1/4in BUTTON	12	\$1.18	\$14.16
BAE0600	WASHER - 1in O.D. FLAT -	24	\$0.19	\$4.56
BAE0620	NUT - 3/8in-16 LOCK W/ NYLON	12	\$0.60	\$7.20
BPM7361BRW	ACCESSIBLE STAIR ANGLE CLIP	2	\$97.65	\$195.30
BAE0902	WRENCH - 7/32in SHT HEX KEY -	1	\$2.61	\$2.61
BAE0922	TOOL- TT 45 L WRENCH	1	\$3.61	\$3.61
Subtotal:				<b>\$1,356.19</b>
<b>2 FREIGHT</b>				
Freight	PLAYWORLD FREIGHT	1	\$393.00	\$393.00
Subtotal:				<b>\$393.00</b>
<b>4 INSTALLATION</b>				
PSI Installation	REMOVE & INSTALL STAIRS. DISPOSE ON SITE	1	\$2,250.00	\$2,250.00
Subtotal:				<b>\$2,250.00</b>
Grand Totals:				<b>\$3,999.19</b>

Notes: ORIGINAL SO# 0715414

DOES NOT INCLUDE ANY ADDITIONAL HARDWARE, TOOLS, INSTALLATION OR OTHER PRODUCTS & SERVICES.

REPLACEMENT PARTS ARE BASED ON INFORMATION RECEIVED FROM THE CUSTOMER. PLAYMORE WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS TO REPLACEMENT PARTS.



# PLAYMORE

## Recreational Products & Services

10271 Deer Run Farms Road, Suite 1  
Fort Myers, FL 33966  
(239) 791-2400 (239) 791-2401 fax  
(888) 886-3757 toll free  
www.playmoreonline.com

# QUOTATION

02/06/23

Job Number: 18029  
Revision: A

Client: Rizzetta & Company, Inc.  
3434 Colwell Ave., Ste. 200  
Tampa FL 33614

Job: Two Creeks CDD Stairs  
Trail Ridge Rd TBD  
Middleburg FL 32068

### General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed per manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

### Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% (minimum \$2,500) to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE – All zoning, planning, health, environmental, architectural, etc. permits, reviews, and approvals are the responsibility of others as well as any required site plans or other supporting documents. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

### Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Public Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment per Manufacturer's Instructions
- Trash Clean Up (Leave on site.)
- Post-Installation Walk Through
- Maintenance Explanation

### Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal – Dumpsters or Off-Site Disposal.
- Accept Delivery and Unload Equipment if site is not ready.
  - \$1,000.00 Charge will apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.

# PLAYMORE

## Recreational Products & Services

10271 Deer Run Farms Road, Suite 1  
Fort Myers, FL 33966  
(239) 791-2400 (239) 791-2401 fax  
(888) 886-3757 toll free  
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# QUOTATION

02/06/23

Job Number: 18029  
Revision: A

Client: Rizzetta & Company, Inc.  
3434 Colwell Ave., Ste. 200  
Tampa FL 33614

Job: Two Creeks CDD Stairs  
Trail Ridge Rd TBD  
Middleburg FL 32068

**Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):**

- Removal of Existing Equipment.
- Site Preparation, Grading, Drainage Systems, etc.
- Private Utility Locates
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

**\*Any other responsibilities must be clearly outlined in the applicable quotation/contract.**

**General Notes (All apply unless changes noted in quotation, purchase order, or contract)**

**Warranties.** All equipment, surfacing, and installation is warranted by Playmore for a period of one year from substantial completion date. After one year, any additional manufacturer's warranties will remain in effect. Manufacturer's warranty claims to be processed by manufacturer. Playmore assumes no responsibility for these additional warranties.


**Access/Utilities.** Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

**Rock/Foreign Object Clause.** Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

**Playground Surfacing.** All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature: X Date: \_\_\_\_\_ P.O.#: \_\_\_\_\_

## **Tab 9**

Mike with Quick Catch  wildlife removal. To trap the otters on the property. The price is \$395 per pawn that the traps will be set at. Once an otter is cot there is a \$125 animal removal and relocation fee. And if any non-target animals are caught, to remove the animal, it is a \$95 animal removal fee.

Michael Sheppard  
Wildlife Removal Technician  
[michaelsheppard@quick-catch.com](mailto:michaelsheppard@quick-catch.com)  
Off (904) 859-6585  
Cell 904-874-2757  
Fax (904) 425-3236  
Quick Catch®  
12627 San Jose Blvd Suite 205  
Jacksonville, FL 32223  
[www.quick-catch.com](http://www.quick-catch.com)



# Service Agreement

Corporate Office: 155 Woolco Drive, Marietta, GA 30062

Remit Payments to: Trutech LLC, PO Box 6849, Marietta, GA 30065

Toll Free: 800-842-7296 Fax: 770-977-1616 www.trutechinc.com

Account #: 1087202

Date: 1/5/2023

Proposed By:

Abbey Garza

## BILLING INFORMATION

Business Name: Two Creeks CDD

Name: Marty Czako

Address: 3434 Colwell Ave  
Suite 200  
Tampa, FL 33614-1615

Phone: (904) 687-4150

E-mail: Marty@firstcoastcms.com

## SERVICE INFORMATION

Business Name: Two Creeks CMS

Name: Marty Czako

Address: 1865 Tynes Blvd  
Middleburg, FL 32068

Phone: (904) 687-4150

E-mail: Marty@firstcoastcms.com

## Description of Services

Otters live near lakes or ponds and burrow in ditches, so interaction with people can occur. With their sweet appearance and playful nature, it may seem impossible that otters are dangerous. However, otters can be aggressive when necessary. The animals sometimes even hunt snakes to supplement their usual diet of fish.

### Wildlife Control Recurring Program

#### Initial Service

This initial service aims to set up the best action plan for property. This allows us to make sure that the best areas for trapping are discovered, and used to have the most effect in the monthly trapping sessions to hopefully irradiate the otter population in the first year.

Price/Visit	Tax	Discount	Total	Annual
\$299.00	\$0.00	\$0.00	\$299.00	\$0.00

#### Monthly Service

This service includes one scheduled visit at the beginning of each month to do a live trapping session spanning Monday through Friday. This trapping session will include 2 traps set up at the main culverts that connect to the east area of property where the otters are most likely traveling between. These traps can be moved to different locations in pond if necessary to be most effective. These traps will be live traps set near the shoreline, caution tape will be set up around trap and shoreline to help prevent pedestrians from interfering.

\$499.00	\$0.00	\$0.00	\$499.00	\$5,988.00
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Live traps are checked daily, please do not touch or tamper with traps especially if animal is present.

#### Job Hazard Analysis

Our wildlife company cares about you, your property and the safety of our employees. We will complete a detailed Job Hazard Analysis to identify any safety concerns.

\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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**TOTAL FIRST YEAR FOR THIS PROGRAM \$6,287.00**

**TOTAL FIRST YEAR FOR ALL PROGRAMS \$6,287.00**

WARRANTY: TRUTECH CONDITIONALLY GUARANTEES THAT THE ABOVE LISTED STRUCTURE WILL BE FREE OF TARGETED PESTS FROM THE AREAS REPAIRED FOR THE AGREED UPON WARRANTY DURATIONS FROM DATE THAT THE WORK HAS BEEN COMPLETED. THE GUARANTEE APPLIES ONLY TO THE ANIMAL(S) DESIGNATED ON THIS CONTRACT. IF RE-ENTRY OCCURS DURING THE WARRANTY DURATION THROUGH THE AREAS REPAIRED, THE ANIMAL (S) WILL BE REMOVED AND NECESSARY EXCLUSION REPAIRS MADE AT NO CHARGE. THIS WARRANTY MAY BE EXTENDED PAST THE ORIGINAL DURATION SUBJECT TO TRUTECH APPROVAL AND POSSIBLE ANNUAL RATE ADJUSTMENT. INSPECTION WILL BE MADE ONLY UPON CUSTOMER REQUEST.

**FINANCE CHARGE will be assessed of 1.5% on invoices 31 days past due; equal to 18% APR. A \$35.00 fee will be assessed on all returned checks.**

**CANCELLATION: CUSTOMER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DATE AFTER THE DATE OF THIS TRANSACTION.**

**Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document, including the GENERAL TERMS & CONDITIONS on the reverse page, and that no other terms apply.**

---

Customer Signature

### **TERMS AND CONDITIONS**

These Terms and Conditions apply to all Services performed by Trutech LLC and Critter Control Operations Inc., herein referred to as "the Company" unless specifically identified.

**Contact Information :**

Trutech LLC - Phone: 800.842.7296 / Critter Control Operations, Inc - Phone: 800.334.0653

**CUSTOMER OBLIGATIONS:** Customer understands that results of service are relative to and dependent upon the cooperation of the Customer as to housekeeping, appropriate sanitation, maintenance, accessibility of areas to be serviced, and reasonably necessary structural repairs and corrective measures. Customer agrees to extend all reasonably necessary cooperation to facilitate treatment and pest control.

**RELEASE AND LIMITATION OF LIABILITY:** (a) Customer expressly releases Company from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure and its contents), unless caused by the gross negligence or willful misconduct of Company. Customer agrees that under no circumstances shall Company be liable for any amount greater than the amount paid by the Customer to Company for the services provided at the affected location(s). (b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

**DISPUTE RESOLUTION:**

(a) **Arbitration .** Any controversy or claim arising out of or relating to this Agreement or any other agreement between the parties, including but not limited to any contractual, tort and statutory claims, and any alleged claims for personal injury or property damage, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be held in the city of the corporate headquarters of the Party against whom arbitration is sought and administered under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties expressly agree that the arbitrator shall follow (i) the substantive law of the state where the cause of action arose; and (ii) the terms and conditions of this Agreement. Either Party has the right to require a panel of three (3) arbitrators, and the requesting Party shall be responsible for the cost of the additional arbitrators. Either Party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties. The Parties acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

(b) **Class Action Waiver .** Any legal proceeding of any nature must be brought in the Party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or a multiple plaintiff or similar representative proceeding.

**MISCELLANEOUS:**

(i) Entire Agreement . This Agreement constitutes the entire agreement between Customer and Company with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either party.

(ii) Force Majeure . Company will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Company's obligations under this Agreement. Moreover, Company may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) pandemic; (j) unavailability of pesticides or other supplies from ordinary sources; or (k) shortage of adequate power or transportation facilities.

CHEMICAL INFORMATION WARNING: Virtually all pesticides have some odor which may be present for a period on time after application. If you or any member of your household believes you have sensitivity to chemical odor or chemicals, the Company recommends that you not have an initial or a subsequent service performed at your premises until you have consulted with your family physician. At your request, the Company will provide information about the chemicals to be used in treating the premises.

State-Specific Licensing Information :

AZ: Arizona Business License #9062.

CO: Commercial applicators are licensed by the Colorado Department of Agriculture.

GA: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company

NC: North Carolina License # 2014P

TN: Trutech Tennessee Charter # 4259. Critter Control Operations Charter # 5117

Trutech LLC : Business License #: 13625, 624018, 62420 Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847, Austin, TX 78711-2847. Phone (866) 916-4481, Fax (888) 232-2567. Customer information sheet available on website. [www.trutechinc.com](http://www.trutechinc.com)

Critter Control Operations Inc .: Business License #: 742414, 775291 Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847, Austin, TX 78711-2847. Phone (866) 916-4481, Fax (888) 232-2567. Customer information sheet available on website. [www.crittercontrol.com](http://www.crittercontrol.com)

## **Tab 10**



12" x 96" Black ACM backer with 10" high 1/2" PVC white letters - \$1185.00 each + tax  
permit fee \$325.00  
install \$485.00



Thank you,



Janice Neu | Office Manager

Giglio Signs Inc.

1961 Hendricks Ave, Jacksonville, FL. 32207

P: 904.396.9046

[Janice@gigliosigns.com](mailto:Janice@gigliosigns.com) | [www.gigliosigns.com](http://www.gigliosigns.com)

[facebook.com/Gigliosigns1976](https://facebook.com/Gigliosigns1976) | [instagram.com/giglio\\_sign](https://instagram.com/giglio_sign)

## **Tab 11**



Lic # CAC 048100

449 College Drive

Middleburg, FL 32068

(904) 276-4340

**Contract Dates:**

**Spring 23 -**

**Fall 23 -**

### PREVENTATIVE MAINTENANCE AGREEMENT

Starting On:	
Expiration Date:	
Agreement #	

<b>Customer Name:</b> 2 Creeks Amenity Center, CDD		
<b>Address:</b> 1365 Tynes Blvd.		
<b>City:</b> Middleburg	<b>State:</b> FL	<b>ZIP:</b> 32068
<b>Ph: (904) 687-4150 Marty</b>	<b>Ph:</b>	
Home	Cell	

<b>Equipment Location:</b>		
<b>Address:</b> Same		
<b>City:</b>	<b>State:</b>	<b>ZIP:</b>
<b>Ph:</b>	<b>Ph:</b>	
Home	Cell	

For the sum of **\$465.00**, Air-Max Heating & Cooling, Inc. will provide a qualified service technician to inspect your heating & air conditioning equipment for the one year term of this contract.

**\* ONCE DURING THE COOLING SEASON (Performed between February 1st & May 31st)**

**\* ONCE DURING THE HEATING SEASON (Performed between September 1st & January 31st)**

TYPE	BRAND	MODEL #	SERIAL #	LOCATION	FILTER INCL. IN PRICE	FILTER SIZE
AHU	Trane	2TEC3F42BL000AA	731324L2V	Attic	No	16x24x1
COND	Trane	2A7A3042AL000AA	7313LBK4F			
AHU	Trane	2TEC3F48BL000AA	7333LYBLV	Meeting Room	No	20x20x1
COND	Trane	2A7A3046A1000AA	7402RW84F			
AHU	Trane	2TEC3F30B1000AA	7022T3P24	Equipment	No	20x20x1
COND	Trane	2A7A3030A1000AA	7325POC3F			

#### PREVENTATIVE MAINTENANCE INSPECTIONS WILL INCLUDE:

##### In Cooling Season

- Check refrigerant pressures of outside unit
- Check temperature rise across the outside coil
- Check temperature drop across the inside coil
- Check and tighten all electric connections
- Check thermostats and other controls operations
- Check condition of air filters
- Check tension of all belts (Commercial)
- Clean condensate line
- Wash outside and inside coils
- Wipe down inside and outside of all cabinetry

##### In Heating Season

- Check operating pressures of the outside unit (Heat Pump Systems Only)
- Check temperature drop across the outside coil (Heat Pump Systems Only)
- Check temperature rise across the inside coil (Heat Pump Systems Only)
- Check heating elements amps
- Check temperature rise from heating elements
- Check thermostats and other controls operations
- Brush off inside coils/wash outside coils
- Check tension of all belts (Commercial)
- Check condition of air filters
- Clean condensate line
- Check and tighten all electric connections
- Wipe down inside and outside of all cabinetry

All customers with an active Preventative Maintenance Agreement will receive a **10% discount** on all service call fees.

**THIS DISCOUNT WILL NOT APPLY TO COMPRESSORS OR EQUIPMENT CHANGE OUTS.**

Payment Method: ☐ VISA ☐ MCARD ☐ AMEX ☐ DISC ☐ CHECK

Appr Code: \_\_\_\_\_ Amt: \$ \_\_\_\_\_

We agree to provide you with a complete Preventative Maintenance Agreement as described above on your heating and air conditioning equipment.

**Company Approval:** \_\_\_\_\_

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

**Customer Approval:** \_\_\_\_\_

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

**Termination Upon Thirty Days' Written Notice.** This Agreement may be canceled by either party, with or without cause, by giving the other party at least thirty (30) days prior notice in writing. Such notice shall not affect or impair any services which has accrued to either party prior to the date of such notice.



Chilltech Of North FI Inc  
6411 Autumn Ave  
Jacksonville, FL 32234 US  
(904) 406-2607  
chilltechjax@outlook.com  
<http://chilltechjax.com>

**ADDRESS**

Two Creeks  
1365 Tynes Blvd  
Middleburg, FI 32068

Estimate 1374

DATE 02/02/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>Maintenance agreement</b> This is for a maintenance agreement for the amenity center. There's three train split systems. We are proposing to do a annual service twice a year. Total yearly would be \$690	3	115.00	345.00

TOTAL \$345.00

Accepted By

Accepted Date



Hammond Air Conditioning, Inc.  
3412 Galilee Road  
Jacksonville, FL 32207

Phone: (904) 398-6488  
Fax: (904) 398-6055  
hammondairconditioning@gmail.com  
www.Hammondair.com

Bill to  
**Rizzetta & Company**  
3434 Colwell Ave, Ste 200  
Tampa, FL 33614

Ship to  
**Marty**  
Two Creeks CDD  
1365 Tynes Blvd  
Middleburg, FL 32068

Work Order Description

MARTY New customer. Would like contract maintenance quote to cover three systems. Comparing quotes from other companies.  
Booked 8am-10am. Please call Marty on way: 904-687-4150.

**Quote #: q1031**

Item	Description	Quantity	Price	Amount
SEV-AC01-001	Silver Plan - 1st System	1	\$178.00	\$178.00
MSC-SP10-0000	Silver Plan - Additional System	2	\$142.00	\$284.00
SEV-XC01-003	Add Attic -All Plans	1	\$35.00	\$35.00

Subtotal: \$497.00

Tax: \$0.00

Total: \$497.00

Payments: \$0.00

**Acceptance**

I accept the services performed by ( ) are to my satisfaction.

Marty