



Timber Creek Community Development District

January 8, 2026

Agenda Package

TEAMS MEETING INFORMATION

MEETING ID: 239 892 513 326 7 PASSCODE: fj64ah92

[Join the meeting now](#)

11555 HERON BAY SUITE 201
CORAL SPRINGS, FLORIDA 33076

CLEAR PARTNERSHIPS



Timber Creek Community Development District

Page 2

Board of Supervisors

Claude Neidlinger, Chairperson
David Hutchinson, Vice Chairperson
Carlos de la Ossa, Assistant Secretary
Paul Murray, Assistant Secretary
Timothy Webb, Assistant Secretary

Staff

Heather Jackson, District Manager
Michael Broadus, District Counsel
Phil Chang, District Engineer
Nguyen Long, Field Manager
Clayton Taylor, Onsite Manager
Hanna Yi, District Accountant
Melinda Gallo, Administrative Assistant

Regular Meeting Agenda

Thursday, January 8, 2026, at 6:00 p.m.

Join Teams Meeting

Meeting ID: 239 892 513 326 7 **Passcode:** fj64ah92

Dial-in by Phone

Phone: +1 646-838-1601 **Pin:** 132285874#

All cellular phones and pagers must be turned off during the meeting

The Regular Meeting of the **Timber Creek Community Development District** will be held on **January 8, 2026**, at **6:00 p.m., located at the Timber Creek Community Clubhouse, 10224 Opaline Sky Court, Riverview, FL 33578**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. The following is the Agenda for the Meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. MOTION TO APPROVE AGENDA**
- 3. AUDIENCE COMMENTS** - *Each individual has the opportunity to comment and is limited to three (3) minutes for such comment.*
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. On-Site Manager
 - i. Review of Community Inspection Report..... P. 3
 - ii. Consideration of Expenditures..... P. 5
 - E. Field Manager
 - i. Field Inspection Report..... P. 6
 - F. District Accountant
 - i. Review of December 2025 Expenditures P. 16
 - ii. Consideration of Minutes of the Board of Supervisors' Regular Meeting held on December 11, 2025 P. 43
- 5. BUSINESS ITEMS**
 - A. Consideration of Resolution 2026-04, General Election P. 47
 - B. Consideration of District Counsel RFQ P. 50
 - C. Consideration of Management RFP P. 52
 - D. Consideration of District Engineering RFQ..... P. 60
 - E. Ratification of Vermania Contract P. 62
- 6. BOARD OF SUPERVISORS' REQUESTS AND COMMENTS**
- 7. AUDIENCE COMMENTS**
- 8. ADJOURNMENT**

The next meeting is scheduled to be held on Thursday, February 12, 2026, at 6:00 p.m.

Timber Creek one-month findings

(11/11/25- 12/11/25)

Club house- In great condition with minor fixed the on site has and can repair.

- Noticing teens to 20-year-olds jumping gate to get water or use the bathroom. If I'm on site I will open the gate to let them use it. Supervision of course.
- See expenditures sheet for other details
- Guest on Miracle mile came by to see if we had a key to his mail box. We have some keys but not for most of the mailboxes. Directed him to reach out to post office for a solution.

Playground- good condition. There is a lot of trash left on it daily. On site cleaning it daily.

- Has kids mid-day and after school coming to it but no parents, when the kids are asked, they just leave. Most if not all the kids live 3 houses down from the playground. One parent just watches from the garage.
- Observed a girl opening and smashing the gate and jumping on it. Other kids also abuse the gate. (this is the broken hedge one)
- There are too many sprinklers in the small grass area. Causing a pooling effect. Field Stone is balancing the water flow to help remedy this problem.

Dog park- good condition

- Has trash. On site is cleaning it once a week. Mailbox area could use some TLC (missing metal and wood in some areas)
- Grass is a little dead on the sidewalk to the park
- Someone left a mattress out there hidden in the sidewalk area. Asked Neptune to pick up but has not gotten to it.(same with the tires at the end of Opaline Skay)

Venders-

Neptune

- Having a problem getting Neptune to come 3 times a week. Trash next to mailbox at the club house keeps getting full. On site pulls trash when he sees it.

- Still waiting on Neptune to get mattress and tires

Field stone- Doing great. Communication is great. Solved some problems listed in last C.D.D. meeting. Like trimming around the area and getting large tree limps.

Timber Creek on-site expenditures

Printer- Pixma canon g3202 is broken (tried to fix in many ways) needs preplaced. A repair vender would just cost more money then its worth. Warranty expired.

A/C filter- 24/20/1 filter needs replaced. Old one rusted and dirty.

General cleaning supplies- for when the cleaning venders are not in. (already purchased perishables for club house use by on site manager no refund needed)

Outside exit sign- L.E.D. strip in the exit sign is blown (need a latter to replace it so maybe get someone else to replace it).

Electric pressure washer- would help to clean the signs, walkways, parking lot, dirt dabber nets(wasps)

Paperwork filing bins and office supplies- a lot of loose paperwork.

A.A. batteries- bathroom soap dispensers run on them. (Already completed as of 12/11/25
Cleaned changed and works great)

Water fountain (right side) pee trap leaking. The pressure has already been fixed by on-site manager but needs plumbing parts to fix. On site manager has tools.



Timber Creek CDD

Field Inspection Report - December 2025

Tuesday, 30 December 2025

Prepared For Board Of Supervisors

16 Items Identified

A handwritten signature in black ink that reads "Long Nguyen".

Long Nguyen

District Inspection Coordinator

Items 1

Issue Completed: Yes

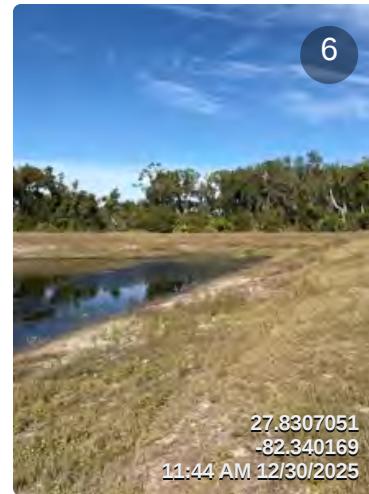
Miracle mile Dr. dead end is properly maintained. Plants have been added to this area and is helping the overall appearance.



Items 2

Assigned To: Sitex

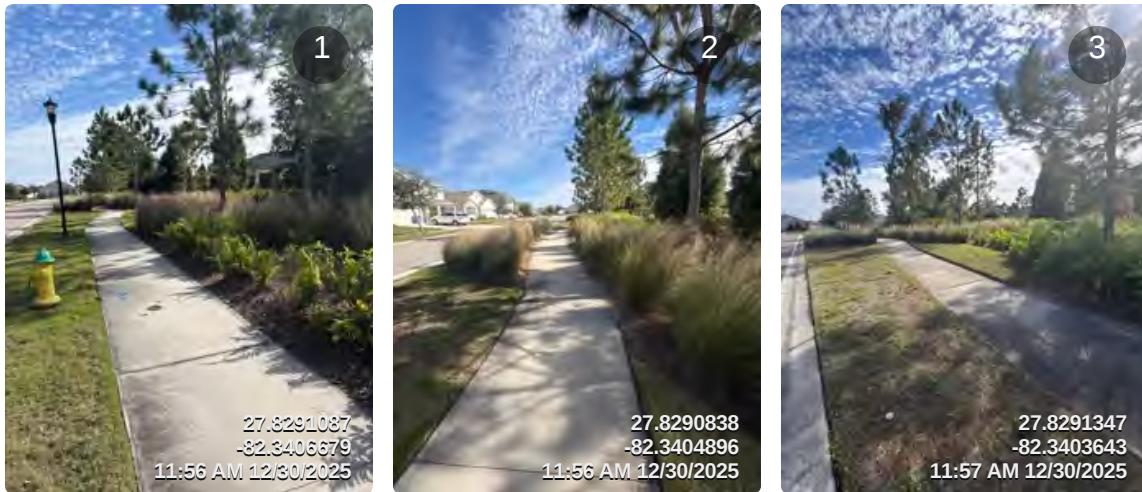
North most pond is in good overall condition. Low water level has affected the high water line. Vegetation is continuing to cover the banks once submerged by water. Also observed a couple minor signs of erosion. Will continue monitoring for worsening conditions.



Items 3

Issue Completed: Yes

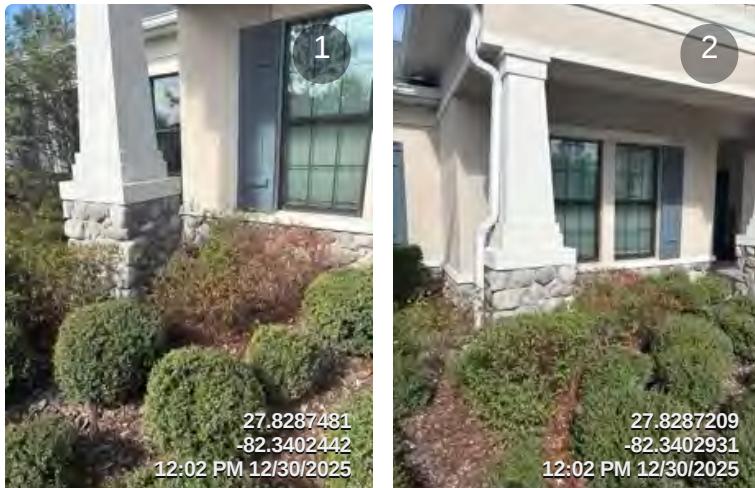
Landscape along Golden Light ct. behind amenity center is properly maintained. Edge definition is clear and decorative grasses and ferns are presentable.



Items 4

Assigned To: Fieldstone

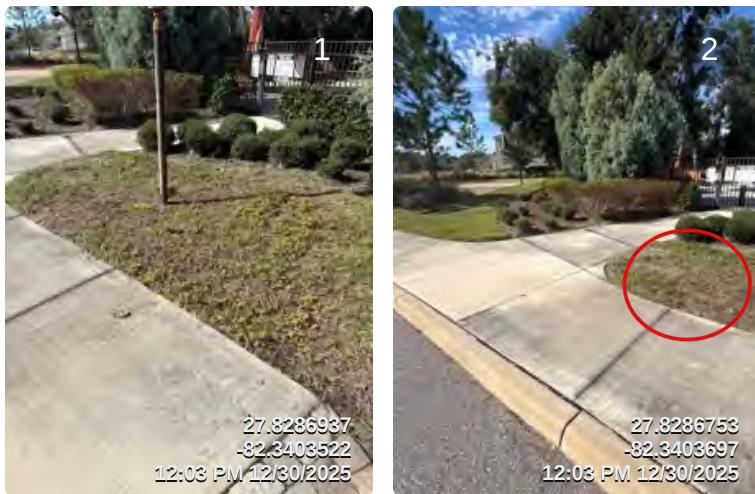
Declining hedge plant observed in front of the Amenity Center. Please investigate whether hedge needs to be pruned or replaced.



Items 5

Assigned To: Fieldstone

Bad turf quality found in front of the Amenity Center. Please propose for new sod in this area.



Items 6

Assigned To: Fieldstone

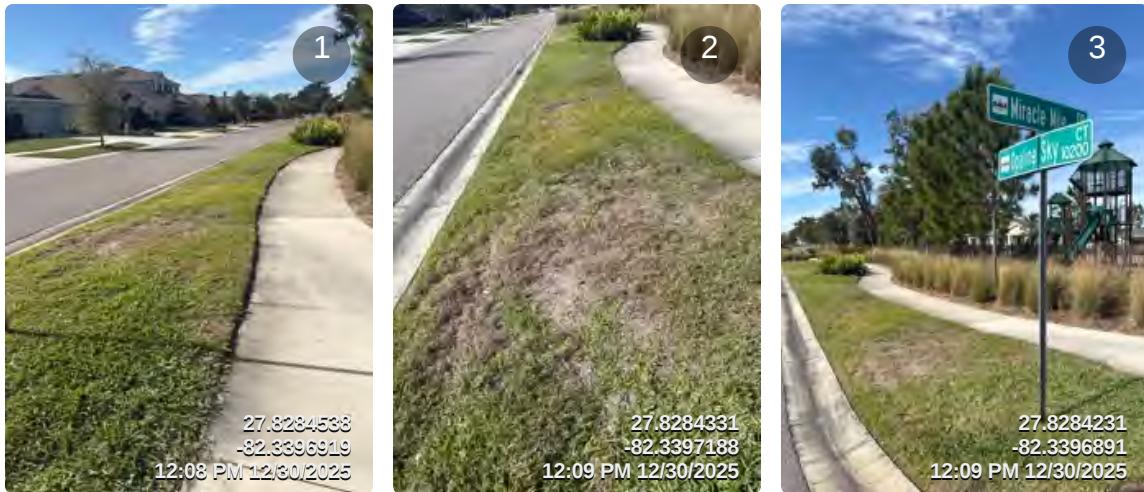
Two palms are laying down instead of being upright. Please replant these palm to ensure healthy growth.



Items 7

Assigned To: Fieldstone

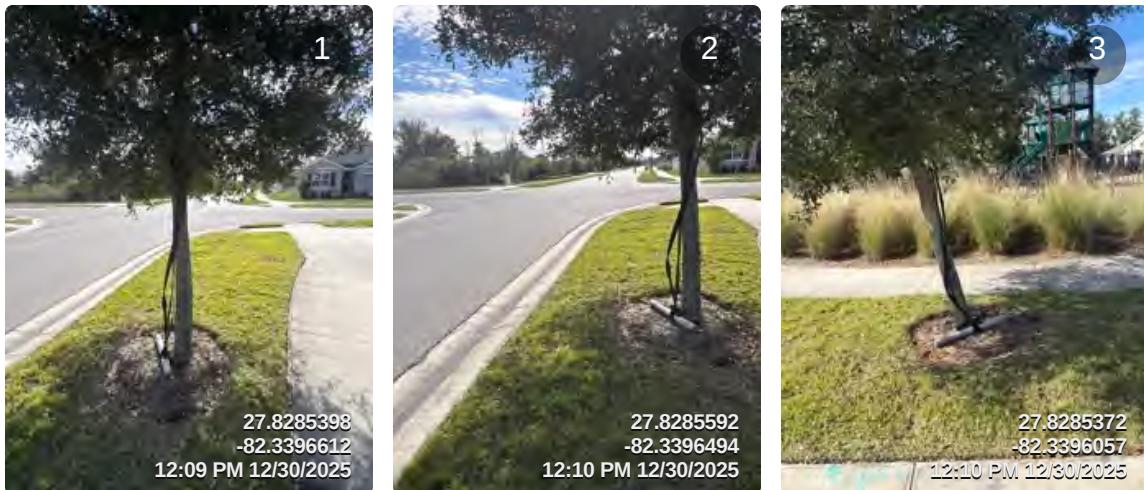
Bad turf quality observed by the playground. Please propose for new sod in this area.



Items 8

Assigned To: Fieldstone

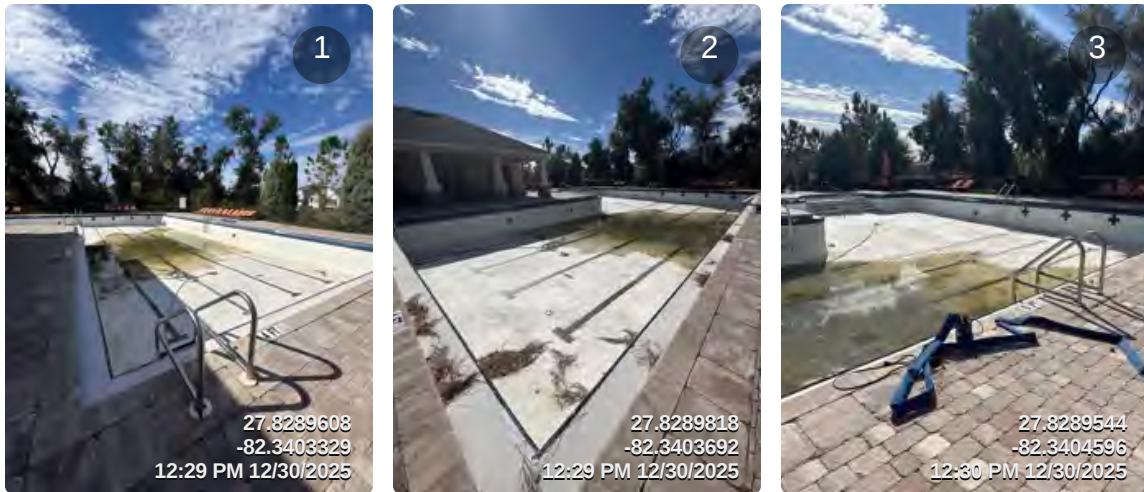
Please remove and discard all unused strapping from trees.



Items 9

Assigned To: Board

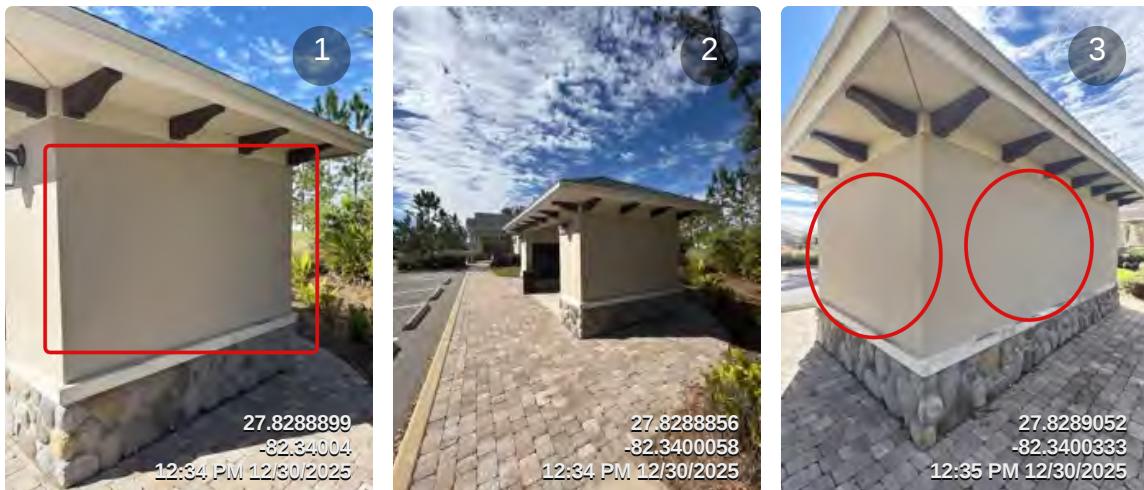
Current stage of pool repair project.



Items 10

Assigned To: Inframark Maintenance Solutions

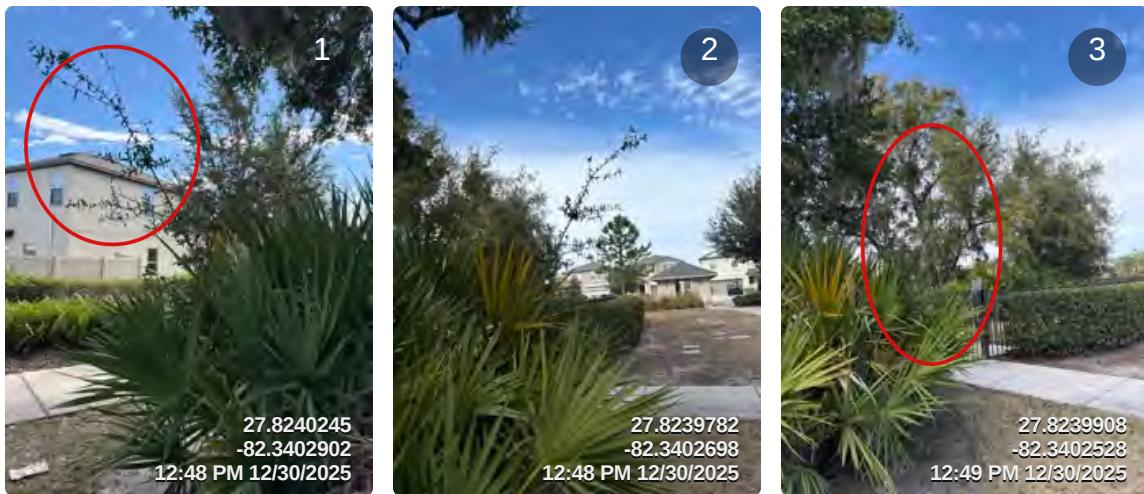
Vandalism found on the mailbox station by the Amenity Center. Please propose to remove the markings and restore to normal.



Items 11

Assigned To: Fieldstone

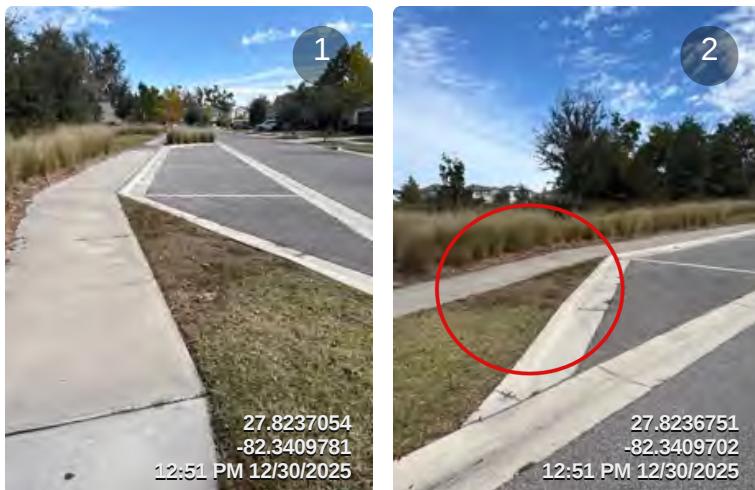
By the entrance of the dog park, there is a tall tree-like plant growing out of the palms. Please remove the unwanted plant at next service.



Items 12

Assigned To: Fieldstone

Bad turf quality observed near the parking spots behind the dog park. Please propose for new sod in this area.

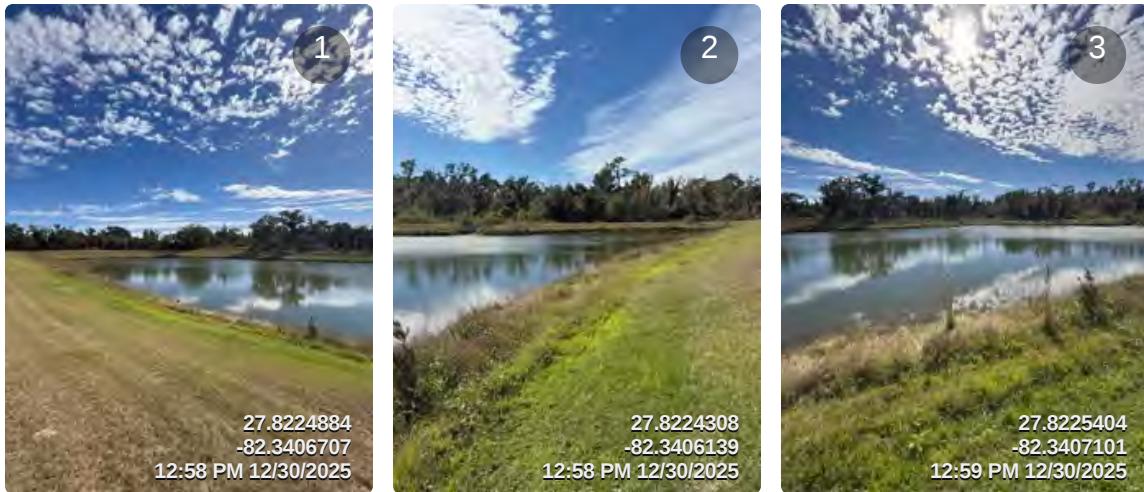


Items 13

Assigned To: Sitex

Issue Completed: Yes

South most pond is in good overall condition. Water level is low but turbidity is fair.

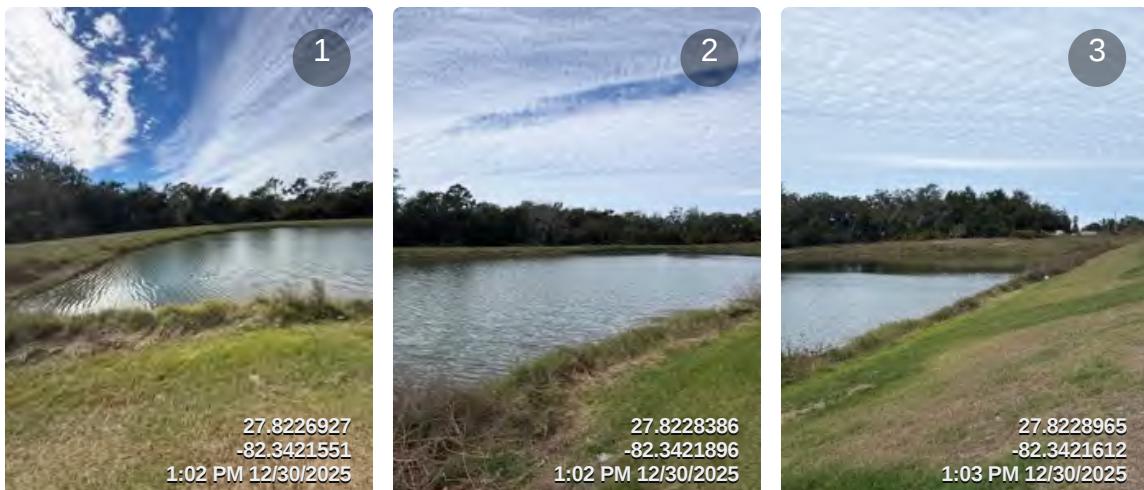


Items 14

Assigned To: Sitex

Issue Completed: Yes

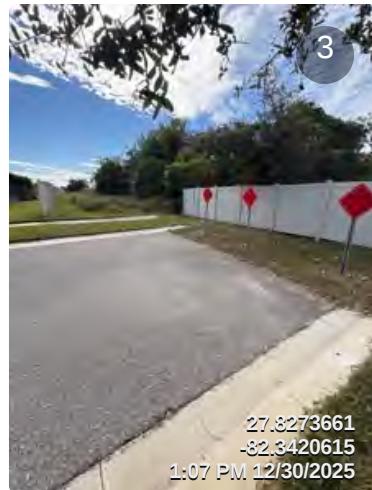
Southwest pond is in good overall condition. Surrounding banks are to be trimmed. Water turbidity is fair.



Items 15

Issue Completed: Yes

Bright Crystal ave. dead end is properly maintained. Behind the fence encompassing the west most CDD property has been maintained since last inspection.



Items 16

Assigned To: Fieldstone

Please treat the mulch beds along Tucker Jones rd. of weeds.



December 2025 Meeting

| TIMBER CREEK CDD | | | | | | |
|--|--------------|------------------------|---------------------|---------------|--------------|---------------------------------------|
| Summary of Operations and Maintenance Invoices | | | | | | |
| Vendor | Invoice Date | Invoice/Account Number | Amount | Invoice Total | Vendor Total | Comments/Description |
| Monthly Contract | | | | | | |
| ACTION SECURITY, INC | 10/1/2025 | 30678 | \$125.00 | | | SECURITY SERVICE - OCT 2025 |
| ACTION SECURITY, INC | 12/1/2025 | 31235 | \$125.00 | | \$250.00 | SECURITY SERVICE |
| A-QUALITY POOL SERVICE | 12/1/2025 | 979638 | \$995.00 | | | POOL SERVICE |
| FIELDSTONE LANDSCAPE SERVICES, LLC | 12/1/2025 | 26913 | \$4,954.00 | | | LANDSCAPE MAINT DEC 2025 |
| NEPTUNE MULTI SERVICES LLC | 12/16/2025 | 00531039 | \$220.00 | | | LATE FEES |
| Monthly Contract Subtotal | | | \$6,419.00 | | | |
| Variable Contract | | | | | | |
| DISASTER LAW AND CONSULTING LLC | 12/3/2025 | 120325- | \$687.50 | | | FEMA ATTORNEY INVOICE NOV 2025 |
| Variable Contract Subtotal | | | \$687.50 | | | |
| Regular Services | | | | | | |
| BUSINESS OBSERVER INC | 11/21/2025 | 25-03575H | \$59.06 | | | LEGAL AD |
| CARLOS DE LA OSSA | 12/11/2025 | CO-121125 | \$200.00 | | | BOARD 12/11/25 |
| CLAUDE A. NEIDLINGER | 12/1/2025 | CN-120125 | \$200.00 | | | BOARD 12/1/25 |
| CLAUDE A. NEIDLINGER | 12/11/2025 | CN-121125 | \$200.00 | | \$400.00 | BOARD 12/11/25 |
| DAVID EVAN HUTCHINSON | 12/1/2025 | DH-120125 | \$200.00 | | | BOARD 12/1/25 |
| DAVID EVAN HUTCHINSON | 12/11/2025 | DH-121125 | \$200.00 | | \$400.00 | BOARD 12/11/25 |
| PAUL MURRAY | 12/1/2025 | PM-120125 | \$200.00 | | | BOARD 12/1/25 |
| PAUL MURRAY | 12/11/2025 | PM-121125 | \$200.00 | | \$400.00 | BOARD 12/11/25 |
| TIMOTHY A WEBB | 12/1/2025 | TW-120125 | \$200.00 | | | BOARD 12/1/25 |
| TIMOTHY A WEBB | 12/11/2025 | TW-121125 | \$200.00 | | \$400.00 | BOARD 12/11/25 |
| Regular Services Subtotal | | | \$1,859.06 | | | |
| Additional Services | | | | | | |
| FIELDSTONE LANDSCAPE SERVICES, LLC | 11/26/2025 | 26854 | \$188.70 | | | LANDSCAPE MAINT IRRIGATION PLAYGROUND |
| NEPTUNE MULTI SERVICES LLC | 12/16/2025 | 00531040 | \$336.00 | | | LATE FEES |
| TIMBER CREEK CDD | 12/5/2025 | 12052025 - 1205 | \$443,664.34 | | | SERIES 2018 FY26 DS |
| TIMBER CREEK CDD | 12/5/2025 | 12052025 - 1205 | \$22,812.11 | \$466,476.45 | \$466,476.45 | SERIES 2020 FY26 DS |
| Additional Services Subtotal | | | \$467,001.15 | | | |

December 2025 Meeting

TIMBER CREEK CDD
Summary of Operations and Maintenance Invoices

| Vendor | Invoice Date | Invoice/Account Number | Amount | Invoice Total | Vendor Total | Comments/Description |
|-------------------------------|--------------|------------------------|---------------------|---------------|--------------|-----------------------|
| Miscellaneous | | | | | | |
| VOID VOID VOID | 12/23/2025 | 122325 | \$0.01 | | | Misc. Service Revenue |
| Miscellaneous Subtotal | | | | | | |
| TOTAL | | | \$475,966.72 | | | |

ACTION SECURITY, INC.
 1505 Manor Rd
 Englewood, FL 34223
 sales@ActionSecurityFL.com

Invoice


BILL TO

Brian Howell
 Timber Creek CDD
 C/O Meritus Corp
 2005 Pan Am Circle, Suite 300
 Tampa, FL 33607

| INVOICE # | DATE | TOTAL DUE | DUUE DATE | TERMS | ENCLOSED |
|-----------|------------|-----------|------------|----------------|----------|
| 30678 | 10/01/2025 | \$125.00 | 10/01/2025 | Due on receipt | |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|--------|--------|
| Service Monthly billing for Service Agreement at Timber Creek Amenity Center as approved by customer. Includes database management. | 1 | 125.00 | 125.00 |

Contact ACTION SECURITY, INC. to pay this invoice.
 FL Contractor ES12001404

BALANCE DUE

\$125.00

Thank you, we appreciate your business!

ACTION SECURITY, INC.
 1505 Manor Rd
 Englewood, FL 34223
 sales@ActionSecurityFL.com

Invoice


BILL TO

Brian Howell
 Timber Creek CDD
 C/O Meritus Corp
 2005 Pan Am Circle, Suite 300
 Tampa , FL 33607

| INVOICE # | DATE | TOTAL DUE | DUUE DATE | TERMS | ENCLOSED |
|-----------|------------|-----------|------------|----------------|----------|
| 31235 | 12/01/2025 | \$125.00 | 12/01/2025 | Due on receipt | |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|--------|--------|
| Service Monthly billing for Service Agreement at Timber Creek Amenity Center as approved by customer. Includes database management. | 1 | 125.00 | 125.00 |

Contact ACTION SECURITY, INC. to pay this invoice.
 FL Contractor ES12001404

BALANCE DUE

\$125.00

Thank you, we appreciate your business!

Invoice



A-Quality Pool Service
 3940 Trump Place
 Zephyrhills, FL 33542
 info@a-qualitypools.net
 813-453-5988

| Invoice Date | Invoice # |
|----------------|-----------|
| 12/1/2025 | 979638 |
| Balance | \$995.00 |

| Bill To |
|---|
| Timber Creek-Tax Exempt 10224 Opaline Sky Court Riverview, FL 33578 |

| Ship To |
|--|
| Timber Creek 10224 Opaline Sky Court Riverview, FL 33578 |

| P.O. Number | Terms | Rep | Due Date | Via | F.O.B. | Project |
|-------------|---|-----|------------|------------|--------|-----------|
| | Net 20 | | 12/20/2025 | | | |
| Quantity | Description | | | Price Each | | Amount |
| | JANUARY Commercial Pool Service, MWF service - Enzymes NOT included - Repairs under \$300 that are needed per DOH regulations and for proper operation of the pool will be replaced or repaired and billed accordingly. Discount on service until pool is repaired | | | 1,995.00 | | 1,995.00 |
| | | | | -1,000.00 | | -1,000.00 |
| | | | | | | |
| | **Late payments are subject to a 5% Late Fee and can be subject to service suspension** | | | 0.00 | | 0.00 |
| | Sales Tax | | | 7.00% | | 0.00 |
| | | | | | | |

| | |
|-------------------------|----------|
| Total | \$995.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$995.00 |



4801 122nd Avenue North
Clearwater, FL 33762

Invoice 26913

| Date | PO# |
|-----------------|--------|
| 12/01/25 | |
| SalesRep | Terms |
| Elizabeth Moore | Net 30 |

| Bill To |
|--|
| Timber Creek CDD c/o Inframark 2654 Cypress Ridge Blvd. Suite 101 Wesley Chapel, FL 33544 |

| Property Address |
|---|
| Timber Creek CDD 10224 Opaline Sky Court Ruskin, FL 33578 |

| Item | Qty / UOM | Rate | Ext. Price | Amount |
|---|-----------|------|------------|-------------------------------|
| Month to Month Renewal Contract '25-'26 December 2025 | | | \$4,954.00 | \$4,954.00 |
| | | | | Sales Tax \$0.00 |
| | | | | Grand Total \$4,954.00 |

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: Fieldstone.PropertyServicePortal.com

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact accountsreceivable@fieldstonels.com

| Phone # | Fax # | E-mail | Web Site |
|----------------|----------------|--|--|
| (727) 822-7866 | (727) 269-5490 | accounting@fieldstonels.com | www.fieldstonels.com |



Neptune Multi services LLC

11423 Crestlake Village Dr
 Riverview, FL, 33569-2939
 Neptunemts@gmail.com
 neptunemts@gmail.com
 813-778-9857

Invoice

Invoice No: 00531039
 Date: 12/16/2025
 Terms: NET 0
 Due Date: 12/16/2025

Bill To: Timber Creek cdd
 inframarkcms@payableslockbox.com

| Description | Quantity | Rate | Amount |
|---|----------|----------|----------|
| late fee not paid on the original invoice invoice number 00531013 | 1 | \$220.00 | \$220.00 |

| | | |
|----------------------|-------------|-----------------|
| Payment Instructions | Subtotal | \$220.00 |
| Cashapp \$neptunejku | TAX 0% | \$0.00 |
| | Total | \$220.00 |
| | Paid | \$0.00 |
| | Balance Due | \$220.00 |



Please detach and send with remittance to:

Neptune Multi services LLC
11423 Crestlake Village Dr
Riverview, FL, 33569-2939

Remittance Advice for Invoice # 00531039 on 12/16/2025

Balance Due

\$220.00

Paid

Received From: Timber Creek cdd

| | | | | |
|-------------------|---|---|---|--|
| Card Type | | | | |
| Cardholder's Name | <hr/> | | | |
| Card Number | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | CVV <input type="text"/> <input type="text"/> <input type="text"/> |
| Expiry Date | <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> | | | |
| Signature | <input type="text"/> | | | |



Disaster Law and Consulting, LLC
409 Whittington
Mount Ida, Arkansas 71957
850-445-2306

November 2025 Invoice for the Timber Creek CDD

Invoice Period: November 1, 2025 - November 3, 2025
Invoice Date: December 3, 2025
Total Invoice Amount: **\$687.50**

| Position | Hours | Rate | Cost |
|---------------|-------|-------|----------|
| Legal Counsel | 2.75 | \$250 | \$687.50 |

Thank you for your trust and your business.

Disaster Law and Consulting, LLC

November 2025 Timesheet for the Timber Creek CDD

| <u>Date</u> | <u>Hours</u> | <u>Description</u> |
|-------------|--------------|--|
| 11/2 | 0.50 | Email exchange with FDEM re additional documentation for CatZ project |
| 11/11 | 0.50 | Email exchange with FDEM regarding additional bank statements. |
| 11/12 | 1.0 | Email exchange with District detailing the precise amount and status of both pending projects. Email exchange with District re bank statements for additional DLC invoices |
| 11/17 | 0.25 | Email to FDEM providing additional CatZ documentation |
| 11/24 | 0.50 | Review bank statement for CatZ. Email exchange re same. Email exchange with FDEM re composition of CatZ costs to remove BGE. |

Total Invoice Amount: 2.75 hours @ \$250 per hour = \$687.50



Signature

12/3/25

Date

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-03575H

Date 11/21/2025

Attn:
Timber Creek CDD - Inframark
2005 PAN AM CIRCLE SUITE 120
TAMPA FL 33607

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

| Description | Amount |
|--|---------|
| Serial # 25-03575H | \$59.06 |
| Notice of Workshop | |
| RE: Timber Creek CDD Board of Supervisors Workshop on 12/1/25 at 6:00 PM | |
| Published: 11/21/2025 | |

| | |
|---|---|
| Important Message | Paid <input type="text" value="()"/> |
| Please include our Serial # on your check | Total <input type="text" value="\$59.06"/> Pay by credit card online: https://legals. businessobserverfl. com/send-payment/ Payment is expected within 30 days of the first publication date of your notice. |

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

NOTICE OF WORKSHOP
TIMBER CREEK COMMUNITY
DEVELOPMENT DISTRICT

The Workshop of the Board of Supervisors of the Timber Creek Community Development District is scheduled to be held on Monday, December 1, 2025, at 6:00 p.m. at The Timber Creek Clubhouse located at 10224 Opaline Sky Court, Riverview, FL 33578. This workshop is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for the meetings may be obtained from InfraMark Districts, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, Telephone: (813) 873-7300.

There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to contact the District's Main Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770, who can aid you in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting 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 such appeal is to be based.

Heather Jackson, District Manager
November 21, 2025 25-03575H

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

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Attendance Confirmation

for
Board of Supervisors

District Name: Timber Creek

Board Meeting Date: December 11, 2025

| | Name | In Attendance Please X | Paid |
|---|-------------------|---------------------------|----------|
| 1 | Claude Neidlinger | x | \$200.00 |
| 2 | David Hutchinson | x | \$200.00 |
| 3 | Carlos De Le Ossa | x | \$200.00 |
| 4 | Paul Murray | x | \$200.00 |
| 5 | Timothy Webb | x | \$200.00 |

Candice Salazar, Staff Accountant

Date

Attendance Confirmation for BOARD OF SUPERVISORS

District Name: Timber Creek CDD

Board Meeting Date: December 1st 2025

| Name | In Attendance Please X | Paid |
|---------------------|---------------------------|------|
| 1 Claude Neidlinger | X | |
| 2 David Hutchinson | X | |
| 3 Carlos de la Ossa | | |
| 4 Paul Murray | X | |
| 5 Timothy Web | X | |

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Heather Jackson
District Manager Signature

12.11.2025

Date

***** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE*****

REVISED 12/11/2025 9:58

Attendance Confirmation

for
Board of Supervisors

District Name: Timber Creek

Board Meeting Date: December 11, 2025

| Name | In Attendance Please X | Paid |
|---------------------|---------------------------|----------|
| 1 Claude Neidlinger | x | \$200.00 |
| 2 David Hutchinson | x | \$200.00 |
| 3 Carlos De Le Ossa | x | \$200.00 |
| 4 Paul Murray | x | \$200.00 |
| 5 Timothy Webb | x | \$200.00 |

Candice Salazar, Staff Accountant

Date

Attendance Confirmation for BOARD OF SUPERVISORS

District Name: Timber Creek CDD

Board Meeting Date: December 1st 2025

| Name | In Attendance Please X | Paid |
|---------------------|---------------------------|------|
| 1 Claude Neidlinger | X | |
| 2 David Hutchinson | X | |
| 3 Carlos de la Ossa | | |
| 4 Paul Murray | X | |
| 5 Timothy Web | X | |

The supervisors present at the above referenced meeting should be compensated accordingly

Approved for payment:

Heather Jackson
District Manager Signature

12.11.2025
Date

***** PLEASE RETURN SIGNED DOCUMENT TO LORI BINGLE*****

REVISED 12/11/2025 9:58

Attendance Confirmation

for
Board of Supervisors

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Board Meeting Date: December 11, 2025

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Candice Salazar, Staff Accountant

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Board Meeting Date: December 1st 2025

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District Manager Signature

12.11.2025

Date

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District Manager Signature

12.11.2025

Date

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| 3 | Carlos De Le Ossa | x | \$200.00 |
| 4 | Paul Murray | x | \$200.00 |
| 5 | Timothy Webb | x | \$200.00 |

Candice Salazar, Staff Accountant

Date



4801 122nd Avenue North
Clearwater, FL 33762

Invoice 26854

| Date | PO# |
|-----------------|--------|
| 11/26/25 | |
| SalesRep | Terms |
| Elizabeth Moore | Net 30 |

| Bill To |
|--|
| Timber Creek CDD c/o Inframark 2654 Cypress Ridge Blvd. Suite 101 Wesley Chapel, FL 33544 |

| Property Address |
|---|
| Timber Creek CDD 10224 Opaline Sky Court Ruskin, FL 33578 |

| Item | Qty / UOM | Rate | Ext. Price | Amount |
|-----------------------------------|-----------|----------|------------|----------|
| Repair leaking line at Playground | | \$188.70 | | \$188.70 |

Replace leaking line (purple Line) at Playground inside and outside fence.

leak is flooding and creating puddles inside the turf area of the playground.



Irrigation Service Call - 11/21/2025

Irrigation Technician - 11/21/25

2.22Hrs

\$188.70

\$85.00

Sales Tax \$0.00

| Phone # | Fax # | E-mail | Web Site |
|----------------|----------------|-----------------------------|----------------------|
| (727) 822-7866 | (727) 269-5490 | accounting@fieldstonels.com | www.fieldstonels.com |

Grand Total \$188.70

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: Fieldstone.PropertyServicePortal.com

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact accountsreceivable@fieldstonels.com

| Phone # | Fax # | E-mail | Web Site |
|----------------|----------------|--|--|
| (727) 822-7866 | (727) 269-5490 | accounting@fieldstonels.com | www.fieldstonels.com |



Neptune Multi services LLC

11423 Crestlake Village Dr
 Riverview, FL, 33569-2939
 Neptunemts@gmail.com
 neptunemts@gmail.com
 813-778-9857

Invoice

Invoice No: 00531040
 Date: 12/16/2025
 Terms: NET 0
 Due Date: 12/16/2025

Bill To: Timber Creek cdd
 inframarkcms@payableslockbox.com

| Description | Quantity | Rate | Amount |
|---|----------|-----------------|----------|
| lare fees not paid on the original invoice, the invoice was late for 4 months 0053975 | 1 | \$336.00 | \$336.00 |
| Subtotal | | \$336.00 | |
| TAX 0% | | \$0.00 | |
| Total | | \$336.00 | |
| Paid | | \$0.00 | |
| Balance Due | | \$336.00 | |

Payment Instructions

Cashapp \$neptunejku



Please detach and send with remittance to:

Neptune Multi services LLC
11423 Crestlake Village Dr
Riverview, FL, 33569-2939

Remittance Advice for Invoice # 00531040 on 12/16/2025

Balance Due

\$336.00

Paid

Received From: Timber Creek cdd

| | | | | | |
|-------------------|---|---|---|---|--|
| Card Type | | | | | |
| Cardholder's Name | | | | | |
| Card Number | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | CVV <input type="text"/> <input type="text"/> <input type="text"/> |
| Expiry Date | <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> | | | | |
| Signature | <input type="text"/> | | | | |

TIMBER CREEK CDD

DISTRICT CHECK REQUEST

Today's Date 12/5/2025

Payable To Timber Creek CDD

Total Check Amount **\$466,476.45**

Check Amount **\$443,664.34**

Check Description Series 2018 - FY 26 DS Portion of Collection Discount
\$443,664.34
201-103200-1000

Check Amount **\$22,812.11**

Check Description Series 2020 - FY 26 DS Portion of Collection Discount
\$22,812.11
202-103200-1000

Special Instructions Mail to U.S. Bank with Directional Letter

(Please attach all supporting documentation: invoices, receipts, etc.)

Hanna Yi

Authorization

TIMBER CREEK CDD

2026

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE

Fiscal Year 2026, Tax Year 2025

| | Dollar Amounts | Fiscal Year 2026 Percentages | |
|-----------|-----------------------|-------------------------------------|----------|
| Net O&M | \$ 618,997.00 | 55.78% | 0.557800 |
| Net DS 18 | \$ 466,768.75 | 42.06% | 0.420600 |
| Net DS 20 | \$ 24,000.08 | 2.16% | 0.021600 |
| Net Total | 1,109,765.83 | 100.00% | 1.000000 |

96%

**MINUTES OF MEETING
TIMBER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Timber Creek Community Development District was held on Thursday, December 11, 2025, at 6:00 p.m., located at 10224 Shingle Sky Court Riverview, FL 33578.

Present and constituting a quorum were:

| | |
|-------------------|--|
| Claude Neidlinger | Chairperson |
| David Hutchinson | Vice Chairperson |
| Paul Murray | Assistant Secretary |
| Timothy Webb | Assistant Secretary |
| Carlos de la Ossa | Assistant Secretary (<i>Via Phone</i>) |

Also present, either in person or via communication media technology were:

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Weaver called the meeting to order, and a quorum was established.

SECOND ORDER OF BUSINESS

Motion to Approve Agenda

ON MOTION by Mr. Hutchinson, seconded by Mr. Webb, with all in favor, the agenda was approved as amended. 5-0

THIRD ORDER OF BUSINESS

Public Comments

A question was raised regarding the anticipated timeline for pool repairs. Mr. Hutchinson advised that the work is expected to begin in April, and residents requested clarification regarding the projected completion timeline for the Romano Pools project.

A resident inquired about where meeting dates and times are posted. Mr. Weaver explained the designated online locations where meeting notices are advertised.

A resident also inquired about an increase from \$2,800 to \$3,500. Ms. Tanya explained that the increase reflects a 29 percent rise in maintenance costs, with the largest increases attributed to pool treatment, landscaping contracts, and pond restoration efforts.

TIMBER CREEK CDD
December 11, 2025

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

District Counsel was not present.

B. District Engineer

District Engineer was not present.

C. District Manager

There were no additional items to report at this time.

D. On-site Manager

i. Community Inspection Report

The Community Inspection Report was deferred and scheduled for discussion at the January meeting.

E. Field Manager

i. Field Inspection Report

59 The Field Inspection Report was presented. Trash left on the playground and a mattress
60 placed near the mailbox were removed. Concerns were raised regarding Neptune being late and
61 not completing assigned work. Mr. Neidlinger noted that garbage has been an ongoing issue and
62 suggested inviting Neptune to attend the January meeting to address these concerns. It was
63 further reported that all outstanding invoices have been addressed.

F. District Accountant

i. Cash Flow Analysis

67 The Cash Flow Analysis was reviewed. Payables were discussed, noting an outstanding
68 balance of approximately \$52,000, with the current balance reduced to \$42,000. The District was
69 reported to be operating in a negative position, having collected approximately 96 percent of
70 assessments. The General Fund balance was reported at approximately \$466,000.

71 Debt service was discussed, noting two outstanding loans totaling \$500,000, consisting of
72 one loan in the amount of \$100,000 and a second loan in the amount of \$400,000. The first
73 payment of \$125,000 is due in April 2026, and sufficient funds are available to satisfy this
74 obligation.

75 FEMA reimbursement was discussed, with the process currently in Step Six. It was
76 reported that a reimbursement check is expected once funds are released to the District.

77 Board compensation was addressed, and Ms. Montagna confirmed that Board members
78 have been paid or that payments for prior meetings are in the process of being issued.

FIFTH ORDER OF BUSINESS

Business Items

TIMBER CREEK CDD
December 11, 2025

81 **A. Discussion of Pond Proposals**

82 The Board discussed proposals from Cornerstone, Xecutive Pool, and Vermana Pools.

84 **B. Discussion of Management**

85 Management was discussed.

87 **C. Discussion of Field Management**

88 Field and maintenance issues were discussed. Algae bloom conditions will continue to be
89 monitored as treatment is rendered, and Fieldstone has been made aware of the concerns. Mr.
90 Neidlinger raised concerns regarding signage cleaning and a fence that had been left unattended.

91 It was noted that if cold-damaged trees are obstructing signage, the County may need to
92 trim them.

93 Mr. Webb inquired about high grass around the pond. Mr. Neal advised that he would
94 look into the matter and provide a response.

95 Board compensation was discussed. Mr. de la Ossa proposed waiving Board member
96 compensation as a cost-saving measure and stated that he would waive his compensation. Mr.
97 Webb stated that he would not be waiving his compensation.

98 **D. Discussion of On-Site Management**

99 On-Site management was discussed.

102 **E. Discussion of District Engineer**

103 District Engineer was discussed.

105 **F. Discussion of District Counsel**

106 District Counsel was discussed.

108 **SIXTH ORDER OF BUSINESS**

Business Administration

109 **A. Consideration of Minutes of the Board of Supervisors' Regular Meeting held on**
110 **November 11, 2025**

112 On MOTION by Mr. Hutchinson, seconded by Mr. Neidlinger,
113 with all in favor, the November 11, 2025 minutes were approved.
114 5-0

116 **B. Acceptance of the Operations and Maintenance Expenditures, for November 2025**

118 On MOTION by Mr. Hutchinson, seconded by Mr. Neidlinger,
119 with all in favor, the Operations and Maintenance Expenditures,
120 for November 2025, were approved. 5-0

TIMBER CREEK CDD
December 11, 2025

121

122 **SEVENTH ORDER OF BUSINESS** **Board of Supervisors' Requests and**
123 **Comments**

124 Mr. Neidlinger requested that pond issues be addressed and asked that proposals be
125 obtained to address erosion concerns.

126 Mr. Hutchinson stated that the pool filtration system needs to be reviewed.
127

128 **EIGHTH ORDER OF BUSINESS** **Audience Comments**

129 There being none, the next order of business followed.

130

131 **NINTH ORDER OF BUSINESS** **Adjournment**

132 There being no further business,

133

134 On MOTION by Mr. Hutchinson, seconded by Mr. Webb, with all in
135 favor, the meeting was adjourned at 7:17 p.m. 5-0

136

137

138

139

140

141 Assistant Secretary

Chairperson

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TIMBER CREEK COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE HILLSBOROUGH 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, Timber Creek 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 Hillsborough 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 Hillsborough 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 TIMBER CREEK COMMUNITY DEVELOPMENT DISTRICT:

1. GENERAL ELECTION SEATS. Seat 1, currently held by Carlos de la Ossa, and Seat 2, currently held by Claude Neidlinger are scheduled for General Election in November 2026. 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.

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 Hillsborough 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 2026. 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 8th day of January 2026.

**TIMBER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON/VICE CHAIRPERSON

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A: Notice of Qualifying Period

Exhibit A:
Notice of Qualifying Period

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF
TIMBER CREEK COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of Timber Creek Community Development District (“District”) will commence **at noon on June 10, 2026, and close at noon on June 14, 2026**. Candidates must qualify for the office of Supervisor with the Hillsborough County Supervisor of Elections. 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 Hillsborough County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

Timber Creek Community Development District has two (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election in November 2026, and in the manner prescribed by law for general elections.

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

**TIMBER CREEK COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS FOR LEGAL COUNSEL SERVICES**

The Timber Creek Community Development District (“District”), located in Hillsborough County, Florida, announces that professional legal counsel services will be required on a continuing basis for the District. The legal counsel firm selected will act in the general capacity of District Attorney and provide general legal counsel services, as required.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) the Applicant’s willingness to meet time and budget requirements; c) the Applicant’s past experience and performance, including but not limited to past experience as a District Attorney for any community development districts and past experience with Hillsborough County; d) the geographic location of the Applicant’s headquarters and offices; and e) the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, legal counsel services, and other legal tasks.

The District’s governing Board of Supervisors will review qualifications from all Applicants and will comply with Florida law. All Applicants interested must submit one (1) digital copy of their Qualification Statement by 2:00 p.m. on Wednesday, February 4, 2026, to the attention of Angel Montagna, District Manager; Timber Creek CDD, at Angel.Montagna@Inframark.com (“District Manager”).

The Board shall review and rank the Applicants using the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest-ranked Applicant, negotiations will cease and begin with the next highest-ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest-ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this RFQ or the evaluation criteria must be filed in writing, in accordance with the District’s Rules of Procedure, which are available from the District Manager. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid RFQ or evaluation criteria provisions.

TIMBER CREEK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT LEGAL COUNSEL PROPOSALS EVALUATION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 30 Points)

Consider the capabilities and experience of key personnel within the firm, including experience and education.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other community development districts and special districts; amount of experience on similar projects; and character, integrity, and reputation, of consultant.

3) Willingness to Meet Time and Budget Requirements (Weight: 20 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels, and past performance on previous projects.

4) Geographic Location (Weight: 15 Points)

Consider the geographic location of the firm's headquarters, offices, and personnel in relation to the District.

5) Recent, Current, and Projected Workloads (Weight: 10 Points)

Consider the recent, current, and projected workloads of the firm.

Timber Creek Community Development District
Solicitation for Proposals for District Management Services

I. General Information.

The Board of Supervisors ("Board") of Timber Creek Community Development District ("District"), a community development district ("CDD") located in Hillsborough County, Florida is soliciting proposals for the provision of district management services on a continuing basis ("Proposals"). The scope of such services is not covered by any competitive procurement thresholds or requirements. All proposers should be experienced in the professional management of CDDs in the State of Florida and hold any applicable licenses or certifications. Any proposer that is a corporation or other business entity must be registered with the Florida Department of State, Division of Corporations, authorized to do business in the State of Florida, and currently in good standing.

The District owns amenities and property including a clubhouse, pool, playground, the stormwater management system, preservation areas, landscape buffers and other common areas within the community. The District does contract part-time Onsite Staff who are responsible for overseeing the amenities – those services are not being solicited.

The District typically schedules 12 regular meetings per year along with 1 Budget Workshop. More information about the District is available on its website: <https://www.timbercreekcdd.org/>

The Board has designated Chair Claude Neidlinger (the "Board Chair"), to serve as the Board liaison with respect to this solicitation. His email is seat2@timbercreekcdd.com and he can be reached directly. If you would like to schedule a site visit, please reach out to him.

II. Questions should be Directed to the Board Chair. Any questions relating to this solicitation should be directed to the Board Chair at the above email address.

III. Submittal of Proposals.

- a. Interested persons and firms should submit an electronic copy of their Proposal containing the information and materials described herein to the Board Chair at the above email address no later than **5:00 p.m., Monday, February 2, 2026**.
- b. Proposals will be securely kept and not reviewed until after the submission deadline.
- c. The Board reserves the right to review and accept any Proposals submitted late.

IV. Shortlist Review and Invitation to Present to the Board. The Board will review the proposals at their regularly scheduled meeting on **Thursday, February 12, 2026 at 6:00 p.m.** and make a shortlist of the proposers they will invite to present at their regularly scheduled meeting on **Thursday, March 12, 2026, at 6:00 p.m.** The Board reserves the right to reschedule the date of the presentations to another date, and if so, will provide appropriate notice. After the Board determines the shortlist, District Counsel will schedule the invited proposers for 15-20 minute slots to include a presentation and a question and answer period. District Counsel will provide the schedule to the invited proposers and notify rejected bidders (if any) of the Board's decision not to proceed. The Board requests that the proposed District Manager attend the presentation.

V. Scope of Services. The district management services are generally described in the "Scope of Services" attached hereto as **Exhibit A** and is intended to incorporate all services that are necessarily performed by a management firm in the effective operation of a CDD in compliance

Timber Creek Community Development District
Solicitation for Proposals for District Management Services

with federal, state, or local regulation. If a specific task is not identified in the Scope of Services, but is necessary for the effective operation of the District or compliance with federal, state, or local regulation, it is expected that the management firm will include such task in the performance of its general management duties unless an additional charge is identified in the Proposal and agreed to by the District in writing.

VI. Interpretation and Addenda of Scope of Services. No verbal interpretations will be made to any proposer as to the meaning of the Scope of Services. Interpretations, if made, will be written in the form of an addendum and sent by the Board Chair to all known proposers who have shown interest in submitting a Proposal.

VII. Term and Renewal. The initial term of the agreement for district management services will be 1 year. The agreement will automatically renew for subsequent 1-year periods until terminated pursuant to the termination provisions in the agreement. The scope of services and compensation for renewal periods may be adjusted by mutual written agreement evidenced by a written addendum.

VIII. Submittal Requirements. Each Proposal shall include the following information:

a. Company Information

- i. Name of company (including any "Doing Business As" names)
- ii. Headquarters/parent company locations
- iii. Office locations and total number of employees at each
- iv. Local address and telephone number
- v. History of the company
- vi. Organization chart of company
- vii. Proof of applicable insurance
- viii. List of any outstanding litigation that would threaten the viability of the proposer or the performance of services

b. Qualifications and Staffing

- i. Number of CDDs represented by the proposer
- ii. Why the proposer is the best qualified to perform the Scope of Services
 1. If there will be a subcontractor performing certain services, describe which services will be subcontracted out and include subcontractor's qualifications
- iii. Staff team the proposer will assign to the District, including:
 1. The name, title, number of years' service, specific services each will have primary responsibility over, and relevant educational and work experiences
 2. For the proposed "**District Manager**" include:
 - a. number of CDDs they are responsible for
 - b. names of the CDDs they represent nearest to the District
 - c. length of career in serving as a District Manager
 - d. professional designations (if any)
- iv. How often site visits will be performed and how often the District Manager will meet with District vendors
- v. How any issues arising after business hours will be handled
- vi. Backup plan for situations where the District Manager is unavailable
- vii. Escalation procedures and contact information if there are any concerns regarding the assigned District Manager or staff

Timber Creek Community Development District
Solicitation for Proposals for District Management Services

- c. **Cost of Services.** All proposers must submit a cost proposal for the Scope of Services (including all direct and non-direct costs as well as all overhead, fees and profit). Cost proposals should be written so that they may be incorporated, as modified during negotiations, as an attachment to an agreement. Each cost proposal must include the following:
 - i. The total annual cost of all services described in the Scope of Services (“**Total Annual Price**”)
 - 1. if the Total Annual Price will be broken down in equal monthly installments, list the monthly installment that will be invoiced
 - 2. if the Total Annual Price will be broken down in another manner, list such breakdown and include the pricing and when such services will be invoiced
 - ii. A detailed listing of any other expenses or fees to be reimbursed to the proposer (excluding those additional services provided below) such as postage, courier services, printing, binding, travel expenses, etc.. Any expenses not specifically included will not be eligible for reimbursement and must be absorbed by the Total Annual Price.
 - iii. A fee proposal and detailed explanation for additional services that may be performed in addition to the items described in the Scope of Services.
 - 1. The fee proposal must clearly identify what types of services will be separately billed to the District, as opposed to those that are included in the Total Annual Price.
- d. **References.** All proposers must submit a list of at least 3 references, including the name of the client entity, the client’s website or general location, and the name, email, and number of a contact person.

IX. Proposal Duration. The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the submission deadline. During this time, all provisions of the Proposal must be in effect, including prices.

X. Proposal Evaluation Criteria. Each Proposal will be evaluated using the following criteria:

- a. Responsiveness to each element contained in the Scope of Services and this solicitation
- b. Ability of the proposer
- c. Experience of the proposer
- d. Geographic location of the proposer's headquarters or local office in relation to the District
- e. Past performance of the proposer in other CDDs
- f. Willingness to meet time and budget requirements
- g. Recent, current, and anticipated workloads
- h. Volume of work previously awarded to the proposer
- i. Reasonableness of cost for the total effort
- j. The District reserves the right to consider other factors and the criteria included herein shall constitute the minimum criteria to be considered

XI. Right to Waive Mistakes and Variations.

- a. Proposals may not be modified after the submission deadline.
- b. Mistakes in arithmetic extension of pricing may be corrected by the Board.
- c. The District reserves the right to waive any minor or non-material discrepancies or technicalities.
- d. The District further reserves the right to request supplementation of any or all Proposals.

Timber Creek Community Development District
Solicitation for Proposals for District Management Services

XII. Method of Selection, Award, and Right to Reject.

- a. The Board will evaluate each Proposal pursuant to the evaluation criteria in order to determine which Proposal is in the District's best interest (low price shall not entitle any proposer to be awarded the services).
- b. There is no guarantee that a service agreement will be awarded.
- c. The District expressly reserves the right to reject any or all Proposals at any time or until such time as an agreement is fully executed.
- d. If the Board intends on awarding the services to a proposer, it will announce the proposer they desire to engage with at a public meeting. No written notice of the award will be provided unless requested by a proposer.
- e. The selected proposer shall promptly enter into negotiations with the District to finalize any terms or details.
 - i. If the negotiations are unsuccessful, the District may negotiate with the next proposer(s) whose Proposal(s) was determined to be in the District's best interest until such the negotiation(s) is successful.
- f. The agreement for district management services will be sent to the District Counsel to review and approve prior to execution.

XIII. No Reimbursement of Preparation Costs. Proposers will not be reimbursed for any cost associated with responding to this solicitation.

XIV. Required Disclosure:

- a. **Public Entity Crimes:** Proposers should be aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. A representation of compliance will be included in the Agreement.
- b. **Scrutinized Companies:** Proposers should be aware of, and in compliance with, all requirements under Section 287.135, Florida Statutes, on Scrutinized Companies. A representation of compliance will be included in the Agreement.
- c. **E-Verify.** Proposers should be aware of, and in compliance with, all requirements under Section 448.095(2)(c), Florida Statutes, on E-Verification requirements. A representation of compliance will be included in the Agreement.
- d. **Anti-Human Trafficking:** Pursuant to Section 787.06, Florida Statutes, proposer represents that it does not use coercion for labor or services as defined in the statute. In addition to being part of the Agreement, proposer is required to provide an affidavit, signed by an officer or a representative of the proposer with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- e. **Public Records:** All Proposals are considered public records pursuant to Chapter 119, Florida Statutes.
- f. **No Consideration of social, political, or ideological interests.** You are hereby made aware of the provisions of Section 287.05701, *Florida Statutes*. The District is not requesting documentation of nor will it consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor or when awarding a contract.

Thank you for your interest in the District.

**Timber Creek Community Development District
Solicitation for Proposals for District Management Services**

**EXHIBIT A
SCOPE OF SERVICES**

All services required for the management of a community development district under Chapter 189, Florida Statutes, Chapter 190, Florida Statutes and all other applicable Federal, Florida, and local laws (including the ordinance(s) and resolution(s) relating to the District and any interlocal agreements). All services should be completed on a timely basis.

I. District Management Services

A. Meetings, Workshops, and Hearings

1. Organize, attend, conduct, and provide minutes for all meetings, workshops, and hearings of the District.
2. Schedule such meetings, workshops, and hearings.
3. Coordinate the time, location, and all other necessary logistics (including providing conference call numbers or telephonic or virtual meeting technology).
4. Send or publish notices for meeting, workshop, hearing, and election pursuant to Florida law.
5. Provide agenda packages and meeting materials in the form requested by the Board.

B. District Operations

1. Act as the primary point of contact for District-related matters.
2. Maintain an action item list of tasks and follow ups from meetings.
3. Coordinate with the District's ADA document remediation vendor (and website vendor) to ensure the District's website has the content required by Florida (and is on the website for the appropriate duration) and includes any additional information or materials requested by the Board.
4. Consult with and advise the Board on policies, services, and responsibilities of the District and implement the Board's policies and direction.
5. Make recommendations and assist in matters relating to solicitation (competitive bidding, request for proposals, request for qualifications, etc.), approval, rejection, amendment, expiration, renewal, and termination of contracts for services, goods, supplies, or materials in accordance with the District's rules and Florida law.
6. Provide contract administration services. Such services include:
 - i. ensuring District vendors comply with the terms and conditions of a contract
 - ii. coordinating any changes to the contract that might occur over the course of the contract
 - iii. coordination with the District Engineer, District Counsel, or construction/project manager with respect to the work performed or contractual obligations
 - iv. coordinating the closeout/final payment after the vendor performed their services
7. Perform regular on-site field inspection visits to District grounds to generally evaluate and inspect the condition of the property and infrastructure and meet with District vendors and staff. Observe and report concerns or questions relating to District grounds. Prepare a monthly inspection report.

Timber Creek Community Development District
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8. Monitor certificates of insurance as needed for contracts.
9. Prepare and follow risk management policies and procedures.
10. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance for all District assets and maintenance responsibilities are included and procure and renew all applicable insurance, including but not limited to, General Liability Insurance and Directors and Officers Liability Insurance.
11. Process and assist in investigation of insurance claims, in coordination with District Counsel.
12. Negotiate on behalf of the District (when specifically authorized by the Board) with governmental entities, vendors, contractors, residents, insurance representatives, and other parties.
13. Prepare, on or before October 1st of every year, an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
14. Ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - i. file the name and location of the Registered Agent and Registered Office location annually with Department of Economic Opportunity and the City/County.
 - ii. provide the regular meeting schedule of the Board to the City/County.
 - iii. prepare and file annual public depositor report.
 - iv. file all required financial reports (including the Annual Audit) to the Department of Revenue, Auditor General, the City/County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - v. transmit Public Facilities Report and related updates to appropriate agencies.
 - vi. file request letter to the local Supervisor of Elections for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - vii. serve as the contact person for the State Commission of Ethics for Financial Disclosure coordination.
 - viii. maintain the District Seal.

C. Accounting, Reporting, and Audit Support

1. Implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) and the Government Accounting Standards Board (GASB) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities should be overseen by a degreed accountant.
2. Track and oversee the District's general, capital, reserve, and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
3. Administer the processing, review, approval, and timely payment of all bills, invoices, and purchase orders (including construction requisitions). All vendor

Timber Creek Community Development District
Solicitation for Proposals for District Management Services

invoices, receipts, application for payments, etc. must be provided to the Board within 30 days of receiving it.

4. Recommend and implement investment policies and procedures pursuant to Florida law, and provide cash management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.
5. Prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements.
6. Provide audit support to auditors for the required Annual Audit and ensure completion of the Annual Audit and Annual Financial Statements in compliance with Florida law.
7. Assist the District in obtaining and completing a Reserve Study and complying with the findings and direction of the Board.

D. Budgeting

1. Prepare and provide for a proposed budget for Board approval and submission to the City/County in compliance with Florida law.
2. Prepare final budget and backup material for and present the budget at all budget meetings, workshops, and hearings.
3. Administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

E. Assessments & Revenue Collection

1. Develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the county tax collector and administering assessments for off tax roll parcels/lots.
2. Provide payoff information and pre-payment amounts as requested by property owners and collect prepayment of assessments as necessary.
3. Issue estoppel letters as needed for property transfers.
4. Maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

F. Bond Compliance and Dissemination Agent

1. Oversee and implement bond issue related compliance. For example:
 - i. coordination of annual arbitrage report as required.
 - ii. transmittal of the Annual Audit, budget, and other required information to the trustee and other parties as required.
 - iii. annual/quarterly disclosure reporting as required.

G. Records

1. Maintain the "Record of Proceedings" for the District at a location within the boundaries of the County in which the District is located and include meeting minutes, resolutions, and other records required by law and provide access to such records in compliance with Florida's public records laws.

Timber Creek Community Development District
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2. Serve as the District's Records Management Liaison Officer for reporting to the Department of Library and Archives pursuant to Section 257.36(5)(a), Florida Statutes.
3. Serve as the District's designated custodian of all public records of the District and comply or coordinate the compliance with the responsibilities imposed by Chapter 119, Florida Statutes. For example:
 - i. Protect the integrity, confidentiality, or exemption of all public records.
 - ii. Respond to public records requests in a timely, professional, and efficient manner.
 - iii. Recommend best practices and services to ensure all public records of the District (including emails of the Board) are preserved pursuant to Florida law requirements.

H. Board Email Backup and Retention Services Provide for or coordinate with a third-party vendor to ensure emails of the Board are backed up and retained in compliance with Florida's public records laws. If such services are not provided directly, then the District will contract directly with such third-party vendor and the costs of such services will be borne by the District.

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR TIMBER CREEK COMMUNITY DEVELOPMENT DISTRICT

The Timber Creek Community Development District (“District”), located entirely within Hillsborough County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s stormwater management, landscaping, recreational facilities and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”), of its qualifications and past experience. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) the Applicant’s willingness to meet time and budget requirements; c) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Hillsborough County, Florida; d) the geographic location of the Applicant’s headquarters and offices; e) the current and projected workloads of the Applicant; and f) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All applicants interested must submit one (1) electronic copy of the proposal by **12 p.m. on February 4, 2026** to the attention of Claude Neidlinger, Chair of the Board of Supervisors (the “**District Chair**”) via email at seat2@timbercreekcdd.com.

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District’s Rules of Procedure, which are available from the District Chair.

Publish on January 15, 2026, The Tampa Bay Times

**TIMBER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 20 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

6) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

Pool Repair Agreement

This Pool Repair Agreement (this “**Agreement**”) is entered into as of December 23, 2025, between the **Timber Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **Vermana Holdings LLC**, a Florida limited liability company (the “**Contractor**”).

Background Information:

The District owns and maintains a pool located at the District’s clubhouse, 10224 Opaline Sky Court, Riverview, FL 33578. The District desires to engage Contractor’s services for pool repairs according to the Contractor’s proposal attached hereto as **Exhibit A** (the “**Proposal**”). The Contractor is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide these services. The Contractor is familiar with the District’s property.

Operative Provisions:

- 1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference, along with any exhibits, is incorporated as a material part of this Agreement.
- 2. Description of Work.** The Contractor shall furnish all services, labor, materials and equipment necessary for the complete performance of the Proposal.
- 3. Responsibilities of the Contractor.**
 - a. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best management practices.
 - b. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - c. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
 - d. Upon discovery of any information, concealed conditions, or defect that may affect the work, the Contractor shall immediately provide the District written notice of such information or defect. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
 - e. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- 4. Care of the Property.** Contractor agrees to keep the property clean and orderly during the course of the work, to remove all debris at the completion of every workday, and keep all materials, equipment, and machinery secured for the duration of the work. All materials, debris, equipment, and machinery shall be removed once all work is completed. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District’s satisfaction, any damage resulting from Contractor’s activities and work within 24 hours or within a reasonable amount of time if any materials need to be acquired for required repair/replacement. In the event Contractor does not repair or replace the damage to District’s satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement. At the conclusion of the work, the Contractor has a duty to dispose of any waste material at an off-site waste disposal facility.

5. **Labor, Materials and Equipment Claims.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. In the event that the Contractor does not pay or satisfy any claim or attempted lien within 3 business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.
6. **District Representatives.** The District Manager or the District Engineer is authorized to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
7. **Time of Commencement and Completion Date.** Upon execution of this Agreement, Contractor shall immediately apply for any and all applicable permits. Once a permit(s) has been obtained, Contractor shall coordinate with the District Manager a date for the work to commence. The work shall be completed no later than 60 days after a permit has been obtained. Time is of the essence and Contractor agrees to diligently pursue completion of the work in a timely manner.
8. **Compensation.**
 - a. Contractor shall perform the work described above in the total amount of **\$60,000.**
 - b. Upon completion and after the District Engineer has inspected and signed off on the work, the Contractor shall submit an invoice for the work performed and the District shall pay the Contractor within 30 days of receipt of the invoice.
 - c. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness.
9. **Compliance with Governmental Regulations.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
10. **Permits.** All permits necessary for the work to be performed under this Agreement shall be obtained and paid for by the Contractor.
11. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, addendum, change order, or work order authorization.

12. Warranty.

- a. If within 1 year after the date of final payment by the District any portion of the work (excluding sod, which is only guaranteed to be viable and living at the time of installation) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction. This 1-year period shall be extended with respect to portions of the work completed after the payment by the District by a period equal to the time between the date of completion and the actual completion of such portion of the work.
- b. A 5 year manufacturer warranty shall apply to plaster material.
- c. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.
- d. Contractor shall assign and transfer to the District all warranties and guaranties received by Contractor in connection with any work, materials, equipment and components furnished by Contractor. If such warranties and guaranties are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of District upon demand.
- e. The provisions of this section shall survive approval of the work under this Agreement.
- f. Warranty does not cover labor due to damages/failure from normal wear and tear, harsh Florida weather conditions or Force Majeure, including, but not limited to, abuse, misuse, mishandling, neglect, or improper alterations.

13. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
- d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within 30 days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

14. Indemnification. Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

15. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

17. Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

18. Termination. Either party shall have the right to terminate this Agreement upon 10 days written notice. Upon receipt of a termination notice Contractor will cease performance of the work and make every reasonable effort to procure cancellation of all existing orders for materials. Contractor will be entitled to receive as its exclusive remedy payment for the actual cost of materials purchased by Contractor and delivered to the job site and the work performed up to the time of receipt of the notice (as the percentage of completion is reasonably determined by the District) with the compensation amount being prorated accordingly, if the deposit exceeds these costs, Contractor will refund the appropriate amount to the District.

19. Governing Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county in which the District is located.

20. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

21. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

22. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

23. Enforcement of Agreement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable

attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

24. No Waiver. The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

25. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

26. Anti-Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

27. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
 - c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

28. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

29. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

30. Authority to Execute. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

32. Notice. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:
 c/o Inframark
 2005 Pan Am Circle
 Suite 300
 Tampa, FL 33607
 Attn: Heather Jackson
hjackson@inframark.com

To the Contractor:
 5340 Young Pine Road
 Suite 12
 Orlando, FL 32829
info@vermana.com

33. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

Vermana Holdings LLC

**Timber Creek
 Community Development District**

Name: _____
 Title: _____

 Claude Niedlinger
 Chair of the Board of Supervisors

Affidavit for Anti-Human Trafficking

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared _____, who being duly sworn, deposes and says (the “**Affiant**”):

1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the _____ (Title) of Vermania Holdings LLC (the “**Company**”) and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Timber Creek Community Development District (“**CDD**”).
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

Signature of Affiant

Sworn before me on _____, 2025

Notary Public Signature

Notary Stamp

**Timber Creek CDD
10224 Opaline Sky Court
Riverview, FL 33578
November 12, 2025**

Attn.: Heather Jackson

Ref.: Swimming Pool Repair per PACSCON Report on Geotechnical Investigation.

We appreciate the opportunity to provide our services and are pleased to submit this proposal for the above project. The following is the exclusive scope of work for a Pool Repair as required by Geotechnical Investigation Report and future PE recommendations.

Scope of Work

1. Preparation of Shop Drawings

Provide shop drawings stamped by a Professional Engineer (PE) as required to supplement the Geotechnical Report.

2. Permitting and Inspections

Obtain all necessary permits from the Authority Having Jurisdiction (AHJ) and coordinate required inspections.

3. Site Drainage

Implement drainage measures as needed to facilitate construction activities.

4. Dewatering

Perform dewatering operations as necessary to execute the work safely and effectively.

5. Demolition

Remove existing structures and materials as specified.

6. Subsoil Removal

Excavate and remove existing subsoil in preparation for new construction.

7. Disposal of Debris and Spoils

Properly dispose of all demolition debris and excavated spoils in compliance with local regulations.

8. Backfill and Compaction

Backfill excavated area and perform compaction to meet specified density requirements.

9. Reinforcement Installation

Supply and install reinforcement per approved drawings and specifications.

10. Concrete Placement

Pour and finish concrete in accordance with project standards.

11. Laboratory Testing

Conduct compaction tests and concrete compression strength tests to ensure compliance with specifications.

12. Plaster Application

Apply plaster finish as required for the project.

13. Filling and System Start-Up

Fill the structure and perform start-up procedures to ensure proper operation.

Permit lead times vary depending on AHJ but are estimated for 3 weeks once applied. Upon permit issuance, work will be coordinated with owner for start date. Weather may be factor for delays. The pool will remain closed during this work. Any additional work will be discussed with the Owner and will be treated as additional change orders if applicable.

Warranty Terms

- Workmanship – 1 Year
- Plaster Material – 5 Year Manufacturer

Warranty Claims

- All warranty claims will be investigated and processed per manufacturer's guidelines
- Chemical reading records must be provided immediately upon issue arises
- Improper maintenance, negligence, acts of God, are not covered under any warranty
- Payment delays may pose warranty forfeiture
- Honored claims will be treated per industry standards and/or manufacturer recommendations

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|-----------------------|-----------------|
| Sum of Pricing | \$60,000 |
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