

CREEKSIDE AT TWIN CREEKS

**COMMUNITY DEVELOPMENT
DISTRICT**

May 16, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Creekside at Twin Creeks Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

May 9, 2022

ATTENDEES:

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

Board of Supervisors
Creekside at Twin Creeks Community Development District

Dear Board Members:

The Board of Supervisors of the Creekside at Twin Creeks Community Development District will hold a Regular Meeting on May 16, 2022, at 11:30 a.m., at the Home2Suites by Hilton St. Augustine I-95, 270 Outlet Mall Blvd., St. Augustine, Florida 32084. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Robert S. Jordan, Seat 3 (*Term Expires November 2022*)
4. Consider Appointment of Qualified Elector to Fill Unexpired Term of Seat 3
 - A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B - Memorandum of Voting Conflict
 - B. Consideration of Resolution 2022-01, Designating Certain Officers of the District, and Providing for an Effective Date
5. Update: Stormwater Reporting Requirements
 - Ratification of Prosser, Inc., Proposal to Provide Stormwater Management Needs Analysis Report

6. Consideration of Resolution 2022-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that the St. Johns County Supervisor of Elections Begin Conducting 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
7. Consideration of Resolution 2022-03, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2022-04, Designating a Date, Time and Location for Landowners’ Meeting of the District, and Providing for an Effective Date [Seat 4]
9. Discussion/Consideration: Agreement for Traffic Control on District Roads
10. Discussion: Final Lift of Asphalt on CDD Streets
11. Consent Agenda Items
 - A. Acceptance of Unaudited Financial Statements as of March 31, 2022
 - B. Approval of September 7, 2021 Public Hearings and Regular Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Cobb Cole*
 - B. District Engineer: *Prosser, Inc.*
 - C. Field Operations Liaison
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: May 24, 2022 at 12:15 P.M.
 - QUORUM CHECK

John Kinsey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Bryan Kinsey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Jared Bouskila	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Cora DiFiore	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

13. Board Members’ Comments/Requests
14. Public Comments

15. Adjournment

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

Sincerely,



Daniel Rom
District Manager

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

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

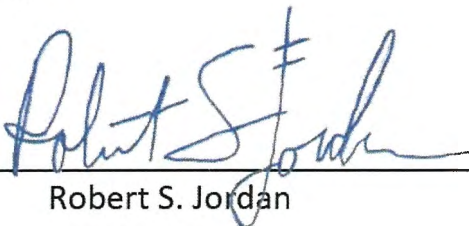
To: Board of Supervisors
Creekside at Twin Creeks Community Development District
Attn: Daniel Rom, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Robert S. Jordan, Field Operations Liaison
Creekside at Twin Creeks Community Development District

Date: December 31, 2021

I, Robert S. Jordan, hereby tender my resignation as a member of the Board of Supervisors of the Creekside at Twin Creeks Community Development District.

This resignation will be effective as of December 31, 2021.

By: 
Robert S. Jordan

Date: 12.31.21

Cc: John T. Kinsey, Chairman

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Creekside at Twin Creeks Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Daniel Rom is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 16th day of May, 2022.

ATTEST:

**CREEKSIDE AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

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Creative Visionaries. Engineering Minds™

January 27, 2022

Mr. Daniel Rom
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**RE: Creekside at Twin Creeks Community Development District
Proposal for Engineering Services
Stormwater Management Needs Analysis**

Dear Mr. Rom:

Thank you very much for this opportunity to submit a proposal for professional services for the preparation of a Stormwater Management Needs Analysis report for the District. The necessary scope and fee are described below:

Task 1 – Coordination, Meetings and Exhibits

Prosser will meet with District Staff and consultants as necessary for the development of the District's need analysis report. Prosser will utilize GIS information and available District data to develop the necessary exhibits to support the needs analysis report. These exhibits will be provided to District Staff and consultant team for comments, Prosser will modify as necessary to finalize.

Because of the uncertain nature of this task, we propose it be on a time & materials basis utilizing Prosser's current hourly rates.

Task 2 – Draft Stormwater Needs Analysis

Prosser, with the assistance of the CDD Manager, will prepare a draft Stormwater Management Needs Analysis report in accordance with Section 403.9302 of the Florida Statutes which as a minimum will include the following:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.
- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and

expenditures with an evaluation of how the local government expects to close any projected funding gap.

This draft will be provided to the District staff and consultant team for review and comments.

Task 3 - Final Stormwater Needs Analysis

Prosser will evaluate the comments generated from Task 2, incorporate any additional information, and finalize the Stormwater Management Needs Analysis report.

FEES

TASK	DESCRIPTION	FEE
Task 1	Coordination, Meetings and Exhibits (T&M)	\$3,000.00
Task 2	Draft Stormwater Needs Analysis (Lump Sum)	\$3,500.00
Task 3	Final Stormwater Needs Analysis (Lump Sum)	\$2,500.00

ADDITIONAL SERVICES

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached. Prosser, Inc. will obtain proposals for other subconsultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work as necessary. We will assist with coordinating the work of all subconsultants by providing them with site information and data, as and when requested. These subconsultants will contract with you for their services.

Our scope of work for this project does not include the following:

- CLOMR/LOMR Application Process
- Regulatory Planning Work
- Traffic Study/Signal Warrant Analysis
- Design and Permitting
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Land or Easement Acquisition Elements
- Surveys
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- NPDES Stormwater permitting
- Engineers Estimate of Probable Costs
- Bid Administration
- Coordination of any dry utilities
- Permit Fees
- Three dimensional graphics
- Structural, electrical and mechanical design
- PUD/Zoning Modifications

OUT-OF-POCKET EXPENSES

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

It is our pleasure to provide this professional services proposal to you. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience. Our Standard General Conditions and Rate Schedule are attached to this proposal for your information.

PROSSER

Sincerely,
PROSSER[™]




Neal Brockmeier, PE
Project Director



Ryan P. Stilwell, PE
Principal

Accepted By:



Signature

John T. Kinsey, Chairman

Typed Name and Title

3/14/22

Date

PROSSER

PROSSER, INC.

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items From Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.
9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

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Hourly Rate Schedule

Effective May 17, 2021

Planning & Engineering

Principal	\$235
Project Director	\$200
Project Manager	\$175
Senior Engineer	\$170
Engineer	\$140
Senior Planner & Senior Landscape Architect	\$165
Planner & Landscape Architect	\$140
Senior Graphic Arts Director	\$165
Graphic Art Designer	\$120
Senior Designer	\$140
Designer	\$110
CADD Technician	\$ 95
Clerical	\$ 85
Administrative Support	\$ 85

Project & Business Services

Project Administrator	\$145
Sr. Project Researcher	\$140
Project Researcher	\$135
Sr. Public Relations Liaison	\$150
Technical Writer	\$105

Information Services

Programmer	\$140
Information Systems	\$140
GIS Programmer	\$150
GIS Analyst	\$130
GIS Technician	\$115

CEI/Construction Management Services

Resident Engineer	\$160
Construction Project Manager	\$150
Sr. Construction Inspector	\$105
Construction Inspector	\$ 95

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-02

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

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

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

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

1. **GENERAL ELECTION SEATS.** Seat 3, currently vacant and Seat 5, currently held by Cora DiFiore are scheduled for the General Election in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

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

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

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

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the

Supervisor to conduct the District's General Election in November, 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

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

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

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

PASSED AND ADOPTED THIS 16th DAY OF MAY, 2022.

**CREEKSIDE AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A

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

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Creekside at Twin Creeks Community Development District will commence at noon on June 13, 2022, and close at noon on June 17, 2022. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, Suite 101, St. Augustine, Florida 32095, (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Creekside at Twin Creeks Community Development District has two (2) seats up for election, specifically seats 3 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 8, 2022, in the manner prescribed by law for general elections.

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

District Manager
Creekside at Twin Creeks Community Development District

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Creekside at Twin Creeks Community Development District ("**District**") prior to June 15, 2022, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: September 27, 2022

HOUR: 12:15 P.M.

LOCATION: Home2Suites by Hilton St. Augustine I-95
270 Outlet Mall Blvd.
St. Augustine, Florida 32084

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16th DAY OF MAY, 2022.

ATTEST:

**CREEKSIDE AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Budget

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
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Amortization Schedule - Series 2016A-3	6 - 7
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**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
REVENUES					
Assessment levy: on-roll - gross	\$ 161,726				\$ 161,729
Allowable discounts (4%)	(6,469)				(6,469)
Assessment levy: on-roll - net	<u>155,257</u>	<u>\$154,228</u>	<u>\$ 1,029</u>	<u>\$ 155,257</u>	<u>155,260</u>
Total revenues	<u>155,257</u>	<u>154,228</u>	<u>1,029</u>	<u>155,257</u>	<u>155,260</u>
EXPENDITURES					
Professional & administrative					
Supervisors	4,306	-	3,230	3,230	6,459
Management/accounting/recording	48,000	24,000	24,000	48,000	49,440
Legal	7,500	727	1,500	2,227	10,000
Engineering	1,000	-	9,000	9,000	5,000
Audit	3,500	-	3,500	3,500	3,700
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	10,500	7,000	3,500	10,500	10,500
Telephone	200	100	100	200	200
Postage	500	119	381	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	-	1,200	1,200	1,200
Annual special district fee	175	175	-	175	175
Insurance	8,976	9,089	-	9,089	8,976
Contingencies/bank charges	500	214	286	500	750
Website maintenance					
Hosting	705	705	-	705	705
ADA compliance	210	199	11	210	210
Tax collector	3,235	3,085	150	3,235	3,235
Total professional & administrative	<u>92,757</u>	<u>46,163</u>	<u>48,358</u>	<u>94,521</u>	<u>103,300</u>
Field operations					
Landscape maintenance	30,000	-	30,000	30,000	30,000
Lake bank maintenance	20,000	-	20,000	20,000	20,000
Wetland maintenance	12,500	-	12,500	12,500	12,500
Total field operations	<u>62,500</u>	<u>-</u>	<u>62,500</u>	<u>62,500</u>	<u>62,500</u>
Total expenditures	<u>155,257</u>	<u>46,163</u>	<u>110,858</u>	<u>157,021</u>	<u>165,800</u>
Net increase/(decrease) of fund balance	-	108,065	(109,829)	(1,764)	(10,540)
Fund balance - beginning (unaudited)	79,293	79,769	187,834	79,769	78,005
Fund balance - ending (projected)	<u>\$ 79,293</u>	<u>\$ 187,834</u>	<u>\$ 78,005</u>	<u>\$ 78,005</u>	<u>\$ 67,465</u>

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 6,459
<p style="margin-left: 20px;">Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.</p>	
Management/accounting/recording	49,440
<p style="margin-left: 20px;">Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	10,000
<p style="margin-left: 20px;">General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	5,000
<p style="margin-left: 20px;">The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	3,700
<p style="margin-left: 20px;">Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p style="margin-left: 20px;">To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p style="margin-left: 20px;">The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	10,500
<p style="margin-left: 20px;">Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p style="margin-left: 20px;">Telephone and fax machine.</p>	
Postage	500
<p style="margin-left: 20px;">Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p style="margin-left: 20px;">Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,200
<p style="margin-left: 20px;">The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p style="margin-left: 20px;">Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	8,976
<p style="margin-left: 20px;">The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	750
Website maintenance	
<p style="margin-left: 20px;">Hosting</p>	
	705
<p style="margin-left: 20px;">ADA compliance</p>	
	210
Tax collector	3,235
Landscape maintenance	30,000
<p style="margin-left: 20px;">CDD owned tracts on sides of TC Dr. at the southern entrance to Creekside</p>	
Lake bank maintenance	20,000
Wetland maintenance	12,500
Total expenditures	<u><u>\$ 165,800</u></u>

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2016A-1, A-2 and A-3
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Special assessment - on-roll - 2016A1	\$ 417,500				\$ 417,500
Special assessment - on-roll - 2016A3	293,803				293,803
Allowable discounts (4%)	(28,452)				(28,452)
Assessment levy: net	682,851	\$ 678,313	\$ 4,538	\$ 682,851	682,851
Interest - 2016A1	-	23	-	23	-
Interest - 2016A2	-	11	-	11	-
Interest - 2016A3	-	21	-	21	-
Total revenues	<u>682,851</u>	<u>678,368</u>	<u>4,538</u>	<u>682,906</u>	<u>682,851</u>
EXPENDITURES					
Debt service					
Principal - 2016A1	105,000	105,000	-	105,000	110,000
Principal prepayment - 2016A1	-	35,000	-	35,000	-
Principal - 2016A3	65,000	65,000	-	65,000	65,000
Interest - 2016A1	285,871	144,149	144,552	288,701	279,005
Interest - 2016A3	208,169	104,937	103,232	208,169	204,756
Total debt service	<u>664,040</u>	<u>454,086</u>	<u>247,784</u>	<u>701,870</u>	<u>658,761</u>
Other fees & charges					
Tax collector	14,226	13,569	-	13,569	14,226
Total other fees & charges	<u>14,226</u>	<u>13,569</u>	<u>-</u>	<u>13,569</u>	<u>14,226</u>
Total expenditures	<u>678,266</u>	<u>467,655</u>	<u>247,784</u>	<u>715,439</u>	<u>672,987</u>
Excess/(deficiency) of revenues over/(under) expenditures	4,585	210,713	(243,246)	(32,533)	9,864
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(10)	-	(10)	-
Total other financing sources/(uses)	<u>-</u>	<u>(10)</u>	<u>-</u>	<u>(10)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	4,585	210,703	(243,246)	(32,543)	9,864
Beginning fund balance (unaudited)	950,422	1,006,025	1,216,728	1,006,025	973,482
Ending fund balance (projected)	<u>\$ 955,007</u>	<u>\$1,216,728</u>	<u>\$ 973,482</u>	<u>\$ 973,482</u>	<u>983,346</u>
Use of fund balance:					
Debt service reserve account balance (required)					(487,060)
Principal and Interest expense - November 1, 2023					(424,756)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 71,530</u>

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016A-1 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service
11/01/21	105,000.00	35,000.00	4.625%	144,149.38	284,149.38
05/01/22	-			140,774.38	140,774.38
11/01/22	110,000.00		4.625%	140,774.38	250,774.38
05/01/23	-			138,230.63	138,230.63
11/01/23	115,000.00		4.625%	138,230.63	253,230.63
05/01/24	-			135,571.25	135,571.25
11/01/24	120,000.00		4.625%	135,571.25	255,571.25
05/01/25	-			132,796.25	132,796.25
11/01/25	125,000.00		4.625%	132,796.25	257,796.25
05/01/26	-			129,905.63	129,905.63
11/01/26	130,000.00		4.625%	129,905.63	259,905.63
05/01/27	-			126,899.38	126,899.38
11/01/27	135,000.00		4.625%	126,899.38	261,899.38
05/01/28	-			123,777.50	123,777.50
11/01/28	145,000.00		5.250%	123,777.50	268,777.50
05/01/29	-			119,971.25	119,971.25
11/01/29	150,000.00		5.250%	119,971.25	269,971.25
05/01/30	-			116,033.75	116,033.75
11/01/30	160,000.00		5.250%	116,033.75	276,033.75
05/01/31	-			111,833.75	111,833.75
11/01/31	170,000.00		5.250%	111,833.75	281,833.75
05/01/32	-			107,371.25	107,371.25
11/01/32	175,000.00		5.250%	107,371.25	282,371.25
05/01/33	-			102,777.50	102,777.50
11/01/33	185,000.00		5.250%	102,777.50	287,777.50
05/01/34	-			97,921.25	97,921.25
11/01/34	195,000.00		5.250%	97,921.25	292,921.25
05/01/35	-			92,802.50	92,802.50
11/01/35	205,000.00		5.250%	92,802.50	297,802.50
05/01/36	-			87,421.25	87,421.25
11/01/36	215,000.00		5.250%	87,421.25	302,421.25
05/01/37	-			81,777.50	81,777.50
11/01/37	230,000.00		5.250%	81,777.50	311,777.50
05/01/38	-			75,740.00	75,740.00
11/01/38	240,000.00		5.600%	75,740.00	315,740.00
05/01/39	-			69,020.00	69,020.00
11/01/39	255,000.00		5.600%	69,020.00	324,020.00
05/01/40	-			61,880.00	61,880.00
11/01/40	265,000.00		5.600%	61,880.00	326,880.00
05/01/41	-			54,460.00	54,460.00
11/01/41	280,000.00		5.600%	54,460.00	334,460.00
05/01/42	-			46,620.00	46,620.00
11/01/42	300,000.00		5.600%	46,620.00	346,620.00
05/01/43	-			38,220.00	38,220.00
11/01/43	315,000.00		5.600%	38,220.00	353,220.00
05/01/44	-			29,400.00	29,400.00
11/01/44	330,000.00		5.600%	29,400.00	359,400.00
05/01/45	-			20,160.00	20,160.00

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016A-1 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service
11/01/45	350,000.00		5.600%	20,160.00	370,160.00
05/01/46	-			10,360.00	10,360.00
11/01/46	370,000.00		5.600%	10,360.00	380,360.00
Total	5,375,000.00	35,000.00		4,647,599.42	10,057,599.42

Please call this much from CUSIP 22550RAC2 5,000.00
Please call this much from CUSIP 22550RAD0 5,000.00
Please call this much from CUSIP 22550RAE8 25,000.00

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016A-3 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/21	65,000.00	5.250%	104,937.50	169,937.50	3,655,000.00
05/01/22			103,231.25	103,231.25	3,655,000.00
11/01/22	65,000.00	5.250%	103,231.25	168,231.25	3,590,000.00
05/01/23			101,525.00	101,525.00	3,590,000.00
11/01/23	70,000.00	5.250%	101,525.00	171,525.00	3,520,000.00
05/01/24			99,687.50	99,687.50	3,520,000.00
11/01/24	75,000.00	5.250%	99,687.50	174,687.50	3,445,000.00
05/01/25			97,718.75	97,718.75	3,445,000.00
11/01/25	80,000.00	5.250%	97,718.75	177,718.75	3,365,000.00
05/01/26			95,618.75	95,618.75	3,365,000.00
11/01/26	80,000.00	5.250%	95,618.75	175,618.75	3,285,000.00
05/01/27			93,518.75	93,518.75	3,285,000.00
11/01/27	85,000.00	5.250%	93,518.75	178,518.75	3,200,000.00
05/01/28			91,287.50	91,287.50	3,200,000.00
11/01/28	90,000.00	5.250%	91,287.50	181,287.50	3,110,000.00
05/01/29			88,925.00	88,925.00	3,110,000.00
11/01/29	95,000.00	5.250%	88,925.00	183,925.00	3,015,000.00
05/01/30			86,431.25	86,431.25	3,015,000.00
11/01/30	100,000.00	5.250%	86,431.25	186,431.25	2,915,000.00
05/01/31			83,806.25	83,806.25	2,915,000.00
11/01/31	105,000.00	5.750%	83,806.25	188,806.25	2,810,000.00
05/01/32			80,787.50	80,787.50	2,810,000.00
11/01/32	110,000.00	5.750%	80,787.50	190,787.50	2,700,000.00
05/01/33			77,625.00	77,625.00	2,700,000.00
11/01/33	120,000.00	5.750%	77,625.00	197,625.00	2,580,000.00
05/01/34			74,175.00	74,175.00	2,580,000.00
11/01/34	125,000.00	5.750%	74,175.00	199,175.00	2,455,000.00
05/01/35			70,581.25	70,581.25	2,455,000.00
11/01/35	130,000.00	5.750%	70,581.25	200,581.25	2,325,000.00
05/01/36			66,843.75	66,843.75	2,325,000.00
11/01/36	140,000.00	5.750%	66,843.75	206,843.75	2,185,000.00
05/01/37			62,818.75	62,818.75	2,185,000.00
11/01/37	150,000.00	5.750%	62,818.75	212,818.75	2,035,000.00
05/01/38			58,506.25	58,506.25	2,035,000.00
11/01/38	155,000.00	5.750%	58,506.25	213,506.25	1,880,000.00
05/01/39			54,050.00	54,050.00	1,880,000.00
11/01/39	165,000.00	5.750%	54,050.00	219,050.00	1,715,000.00
05/01/40			49,306.25	49,306.25	1,715,000.00
11/01/40	175,000.00	5.750%	49,306.25	224,306.25	1,540,000.00

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016A-3 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/41			44,275.00	44,275.00	1,540,000.00
11/01/41	185,000.00	5.600%	44,275.00	229,275.00	1,355,000.00
05/01/42			38,956.25	38,956.25	1,355,000.00
11/01/42	195,000.00	5.600%	38,956.25	233,956.25	1,160,000.00
05/01/43			33,350.00	33,350.00	1,160,000.00
11/01/43	205,000.00	5.600%	33,350.00	238,350.00	955,000.00
05/01/44			27,456.25	27,456.25	955,000.00
11/01/44	220,000.00	5.600%	27,456.25	247,456.25	735,000.00
05/01/45			21,131.25	21,131.25	735,000.00
11/01/45	230,000.00	5.600%	21,131.25	251,131.25	505,000.00
05/01/46			14,518.75	14,518.75	505,000.00
11/01/46	245,000.00	5.600%	14,518.75	259,518.75	260,000.00
05/01/47			7,475.00	7,475.00	260,000.00
11/01/47	260,000.00	5.600%	7,475.00	267,475.00	-
Total	3,720,000.00		3,552,150.00	7,272,150.00	

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

On-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2023 O&M Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>
<u>Assessment Area One</u>					
SF 43'	122	\$ 273.65	\$ 1,145.83	\$ 1,419.48	\$ 1,419.48
SF 53'	110	273.65	1,250.00	1,523.65	1,523.65
SF 63'	118	273.65	1,354.17	1,627.82	1,627.82
SF 43'	128	273.65	1,123.34	1,396.99	1,396.99
SF 63'	113	273.65	1,327.57	1,601.22	1,601.22
Total	591				\$ -

***Subject to the
Series 2016A-3
Bonds**

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors ("**Board**") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of St. Johns County Ordinance No. 2015-53 creating the District ("**Ordinance**") is August 28, 2015 and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2)(b), *Florida Statutes*, the meeting of the landowners to elect one (1) supervisor of the District, shall be held on the ___ day of November 2022, at ___ a.m./p.m., at the Home2Suites by Hilton St. Augustine I-95, 270 Outlet Mall Blvd., St. Augustine, Florida 32084.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held the 26th day of April, 2022. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of May, 2022.

ATTEST:

**CREEKSIDE AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: **November __, 2022**

TIME: _____.

LOCATION: Home2Suites by Hilton St. Augustine I-95
270 Outlet Mall Blvd.
St. Augustine, Florida 32084

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

One (1) seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for the successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**"Proxy Holder"**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Creekside at Twin Creeks Community Development District to be held at ____ a.m./p.m., on November __, 2022 at the Home2Suites by Hilton St. Augustine I-95, 270 Outlet Mall Blvd., St. Augustine, Florida 32084 and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2016), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER ____, 2022

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4)-year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Creekside at Twin Creeks Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE

NUMBER OF VOTES

Date: _____

Signed: _____

Printed Name: _____

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

9

AGREEMENT FOR TRAFFIC CONTROL ON DISTRICT ROADS

This Agreement for Traffic Control on Public Roads located in the [NAME OF SPECIAL DISTRICT _____] (“District”) is entered into by and between St. Johns County, Florida (“County”), a political subdivision of the State of Florida, the St. Johns County Sheriff’s Office (“Sheriff”), and District, a local unit of special purpose government, established pursuant to Florida law, and located in St. Johns County, Florida.

WITNESSETH:

WHEREAS, District owns fee simple title to all the public roadways lying within the District (hereinafter “District Roads”) more specifically described in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, pursuant to state statute, County does not have traffic control jurisdiction over District Roads such as those owned by District; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any District Roads if the County and the Special District owning such roads provide for County traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over District Roads the governing board shall consult with the Sheriff; and

WHEREAS, District has requested that the County exercise traffic control jurisdiction upon certain District Roads identified herein; and

WHEREAS, the County and Sheriff are willing to exercise traffic control jurisdiction upon the District Roads; and

WHEREAS, Florida Statute Section 316.006(3)(b)(2) provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

WHEREAS, the Sheriff has waived this provision in writing.

NOW, THEREFORE, in consideration of the covenants and conditions herein, County and District hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** County agrees to exercise jurisdiction over traffic control upon the District Roads pursuant to the terms and conditions expressed in Florida Statute Section 316.006(3)(b) and subject to the terms and conditions specified in Exhibit "B."

3. **Traffic Study; Signage.** District shall establish the speed limit for the District Roads and shall be responsible for posting the speed limit by appropriate, DOT approved signage along said roads. (See Exhibit "B.")

4. **Authority in Addition to Existing Authority.** The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by County over the District Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. **Compensation.** District shall compensate Sheriff for the services performed under this Agreement that are reasonably determined by the Sheriff to exceed normal traffic enforcement activities, at an hourly rate reasonably determined by the Sheriff.

6. **Retainage of Revenues.** All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the District Roads shall be apportioned in the manner set forth in applicable statutes.

7. **Liability not Increased.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than that which the County or Sheriff would ordinarily be subjected to when providing its normal police services.

8. **Indemnification/Insurance.** To the fullest extent permitted by law, District shall indemnify, defend, and hold the County and Sheriff (including all of their officers, employees and agents) harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the enforcement activities provided through this Agreement, or the maintenance, repair and/or reconstruction of any roads, road drainage or signage. To ensure its ability to fulfill its obligation under this paragraph, District shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000), and shall file with the County current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the County and Sheriff as additional insureds as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County. Evidence (e.g., binder) of compliant insurance is attached as Exhibit "D."

9. **Road Maintenance.** Neither the existence of this Agreement nor anything contained

herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the District Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the District shall at all times be solely and exclusively the responsibility of the District.

10. **Term.** The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with approval by the Board of County Commissioners.

12. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County: St. Johns County Administrator
 4020 Lewis Speedway
 St. Augustine, FL 32084

Copy to: St. Johns County Attorney's Office
 4020 Lewis Speedway
 St. Augustine, FL 32084

As to Sheriff: St. Johns County Sheriff's Office
 4015 Lewis Speedway
 St. Augustine, FL 32084

As to District: _____
 c/o _____

 [Name and Mailing Address]

Copy to: _____
 c/o _____

 [Legal counsel (if known)]

13. **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. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY ADMINISTRATOR
ST. JOHNS COUNTY, FLORIDA

By: _____
Hunter Conrad, County Administrator

DATE: _____

ATTEST: Brandon Patty, Clerk

By: _____
Deputy Clerk

ST. JOHNS COUNTY SHERIFF'S OFFICE
ST. JOHNS COUNTY, FLORIDA

By: _____
Robert A. Hardwick, Sheriff

DATE: _____

DISTRICT

_____ (Signature)

By: _____ (Print Name)

Title: _____

Date: _____

Witness

_____ (Signature)

_____ (Print Name)

Witness

_____ (Signature)

_____ (Print Name)

EXHIBIT "A"
DISTRICT ROADS
Legal Description

**EXHIBIT “B”
TRAFFIC STUDY; SIGNAGE**

*The following procedures are intended to provide the applicant with sufficient information to meet the requirements of Paragraph 3 of the Agreement titled: **Traffic Study; Signage.***

SECTION I - SUBDIVISION SIGNING AND MARKING PLAN

The applicant should contact the Records Management Officer at (904) 209-0706 and request the as-built subdivision file from the official records. The original plans for the subdivision may not have signing and marking plan. *If a signing and marking plan does not exist, a provision to establish a plan will need to be included in the engineering scope of services.*

SECTION II - ENGINEERING SERVICES

A Professional Engineer registered in the State of Florida shall provide engineering services. The applicant should seek professional services of an engineering firm that has expertise in Traffic Engineering. The engineering firm that designed the subdivision may have expertise in this field. If not, the Traffic Operations Section will provide the applicant with a list of consulting firms known to have experience in Traffic Engineering. Fees for professional services and expenses associated with the requirements of Paragraph 3 of the agreement will be the responsibility of the applicant.

SECTION III - ENGINEERING STUDY

The Engineering Study will consist of a Traffic Study Outline, Traffic Study Report, and Certified Signing Plan. The Traffic Study Outline will contain the proposed study methods and standards to be employed by the consultant, and shall reference applicable sections of the Manual on Uniform Traffic Control Devices. Approval of the study outline by Traffic Operations must be obtained prior to proceeding with field investigations.

Speed Limits must be established in accordance with Chapter 316 of the Florida Statutes. The methodology for establishing speed limits can be found in the Manual of Speed Zoning for Highways, Roads and Streets in Florida, published by the Florida Department of Transportation. Study methods for establishing speed limits will also be including in the Traffic Study Outline.

Golf Cart Use

Certain streets may be designated for golf cart use after a determination is made by your engineer, and confirmed by the County Traffic Operations that golf carts may safely travel on or cross the public road or street, considering factors including speed, volume and character of motor vehicle traffic using the road or street. With the exception of speed limits, the study procedures for golf cart use will follow the engineering study requirements in Section II, Engineering Services and Section III, Engineering Study.

A certification statement will be printed on the Signing Plan (see format below), which shall be affixed with the seal and signature of a Professional Engineer, registered in the State of Florida.

Traffic Control Plan Certification

DISTRICT _____

This plan is an accurate representation of the type and location of each traffic control sign or device at the time of certification. Each sign or device shown herein has been field inspected and verified to be in conformance with the Manual on Uniform Traffic Control Devices. Speed limits as posted, have been established in accordance with Florida Statute 316.

**Seal & Signature of
Professional Engineer**

FINAL SUBMITTAL

The applicant will submit the Certified Traffic Control Plan and Engineering Report to the Traffic Operations Section, 2470 Industry Center Road, St Augustine, Florida 32084. Following approval by the County Engineer, the applicant may proceed with completing the remaining requirements of the agreement.

If additional information or clarification is needed, please contact Greg Kennedy, Traffic Operations Manager at (904) 209-0178.

EXHIBIT "C"
TRAFFIC CONTROL AGREEMENT
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me the undersigned authority, personally appeared (print name)
_____, who after being duly sworn, states as follows:

1. My name is (print name) _____, my
position/title is (position/title with District/HOA) _____. I
base my statements in this affidavit on my personal knowledge.

2. To the best of my knowledge, all the roadways within the property
description attached as Exhibit A to the Traffic Control Agreement are owned by
(name of District/HOA) _____.

Further affiant sayeth not.

(affiant signature)

Subscribed and sworn (or affirmed) to me on (date) _____, (print
name of affiant) _____, who is personally known to me or
who has produced _____ as identification.

Notary Public, State of Florida

Print, type or stamp commissioned name of
Notary Public
Commission Number: _____
Commission Expires: _____

EXHIBIT "D"
(ATTACH INSURANCE BINDER)

Communication between Creekside at Twin Creeks HOA, St. John's County Sheriff's Office and Creekside at Twin Creeks District Manager Relating to an Agreement for Traffic Control on District Roads

Hello all,

There is no document other than an invoice that would be sent to your billing/payroll once a shift is completed. I have attached that invoice to this email.

There is a three (3) hour minimum. The rate of pay is a minimum of \$40.00 an hour. It can be higher but never lower than \$40.00 an hour. If a deputy works for one/two/three hours, the payment required would be \$120.00. If the deputy works four hours, the payment would be \$160.00 an hour.

If you need anything else please feel free to call, text, or email me any time.

Respectfully,



Robert Nelson

DEPUTY | Traffic Section

ST. JOHNS COUNTY SHERIFF'S OFFICE | *Robert A. Hardwick, Sheriff*

4015 Lewis Speedway, St. Augustine, FL. 32084

Office 904.824.8304 | Cell 904.788.6120

Hello sir,

Sorry for the late reply, I have been out.

For example, many neighborhoods pay deputies a higher rate of pay during holidays or special events to try and ensure coverage. One neighborhood for example will pay \$50-\$60 an hour for a deputy or two to work Halloween night from 7p-12a as extra security. This is also due to the fact that many neighborhoods want the same coverage for popular times/holidays.

This is not required or expected. It is something that is done to try and ensure coverage for special events/holidays.

I am including an email I wrote to a neighborhood located in World Golf Village earlier this year when asked for more info. Hopefully it helps!

“****At your request, this email is a brief description of the security details provided by deputies from the St. Johns County Sheriff's Office. Deputies complete these security details during their off time so their full attention can be focused on issues in the specific community. Currently the rate to hire a deputy for security details is \$40.00 dollars an hour (set by our agency policy/the sheriff) with a three-hour minimum pay required. At the end of each extra duty assignment, the deputy completes an invoice with hours worked and an activity log to receive payment. I have a blank invoice I can send you if you would like to see it.

Communication between Creekside at Twin Creeks HOA, St. John's County Sheriff's Office and Creekside at Twin Creeks District Manager Relating to an Agreement for Traffic Control on District Roads

Currently several neighborhoods/communities throughout St. Johns County hire deputies for extra duty assignments for various reasons. Some need assistance with traffic and pedestrian control, speeding issues, trespassing issues, juvenile issues, and spikes in crime for example. The communities budget for a certain amount of hours each month which are split up into different shifts with various hours depending on the community needs. Residents benefit from significantly lower response times, focused patrol solutions for community/quality of life issues, deterred crime from officer presence, and greater opportunities to build positive relationships with local law enforcement.

For example, Trailmark (located in the NW area of the county) budgets approximately 90 hours a month for deputies to patrol in the neighborhood (not including special events or holidays). For the past two years, deputies have worked with Trailmark to mitigate numerous issues such as juvenile, trespass, and speeding issues. Deputies work different hours and different days each week so no one can plan any wrong doing based on deputy's routine assignments. It's also worth noting, deputies in Trailmark have responded to medical calls to perform CPR and utilize lifesaving equipment, such as an AED (equipped in every patrol car), with response times of under a minute! Deputies have also stopped two DUI's from entering the neighborhood during peak Trick or Treat times on Halloween. This strategy has been extremely successful for Trailmark which has seen almost no property crimes this year and the feedback from residents has been extremely positive.

Respectfully,



Robert Nelson

DEPUTY | Traffic Section

ST. JOHNS COUNTY SHERIFF'S OFFICE | *Robert A. Hardwick, Sheriff*

4015 Lewis Speedway, St. Augustine, FL. 32084

Office 904.824.8304 | Cell 904.788.6120



TRAILMARK INVOICE



PLEASE FILL IN ALL YELLOW BOXES

INVOICES ARE DUE EACH MONDAY BY 8AM - SEND TO RMNELSON@SJSO.ORG

REMIT PAYMENT TO:		BILL TO:		INVOICE #	
NAME				SERVICE DATE:	
ADDRESS				INVOICE DATE: 5/9/22	
CITY/STATE/ZIP				TOTAL DUE: \$160.00	
		BLUE BOXES PAYROLL USE ONLY		DUE DATE: UPON RECEIPT	
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS	TOTAL DUE
	SJSO22CAD			4	\$160.00
	SJSO22CAD				
	SJSO22CAD				
	SJSO22CAD				
	SJSO22CAD				
	SJSO22CAD				
	SJSO22CAD				
ACTIVITY / COMMENTS:			HOOR RATE	\$40.00	4
					\$160.00

ST JOHNS COUNTY SHERIFF'S OFFICE
DETAIL INVOICE

TRAILMARK SUBDIVISION

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

1 1 A

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2022**

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 204,762	\$ -	\$ -	\$ 204,762
Undeposited funds	157,696	17,132	-	174,828
Investments				
Reserve 2016 A-1	-	205,443	-	205,443
Reserve 2016 A-3	-	272,284	-	272,284
Revenue 2016 A-1	-	447,047	-	447,047
Revenue 2016 A-3	-	272,805	-	272,805
Prepayment 2016 A-1	-	1,744	-	1,744
Prepayment 2016 A-2	-	19,339	-	19,339
Construction 2015 BAN	-	-	1,957	1,957
Construction 2016 A-1	-	-	8,736	8,736
Construction 2016 A-2	-	-	3,099	3,099
Construction 2016 A-3	-	-	11,646	11,646
Due from Twin Creeks Ventures	7,829	-	-	7,829
Due from LGI Homes	5,973	-	-	5,973
Due from general fund	-	2,409	-	2,409
Interest receivable	-	64	1	65
Total assets	<u>\$ 376,260</u>	<u>\$ 1,238,267</u>	<u>\$ 25,439</u>	<u>\$ 1,639,966</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 2,116	\$ -	\$ -	\$ 2,116
Due to Twin Creeks Ventures	167,132	19,319	-	186,451
Due to Lennar Homes	467	2,156	-	2,623
Due to debt service fund 2016 A-1	1,414	-	-	1,414
Due to debt service fund 2016 A-3	995	-	-	995
Developer advance	2,500	-	-	2,500
Total liabilities	<u>174,624</u>	<u>21,475</u>	<u>-</u>	<u>196,099</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>13,802</u>	<u>64</u>	<u>1</u>	<u>13,867</u>
Total deferred inflows of resources	<u>13,802</u>	<u>64</u>	<u>1</u>	<u>13,867</u>
Fund balances:				
Restricted for:				
Debt service	-	1,216,728	-	1,216,728
Capital projects	-	-	25,438	25,438
Unassigned	<u>187,834</u>	<u>-</u>	<u>-</u>	<u>187,834</u>
Total fund balances	<u>187,834</u>	<u>1,216,728</u>	<u>25,438</u>	<u>1,430,000</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 376,260</u>	<u>\$ 1,238,267</u>	<u>\$ 25,439</u>	<u>\$ 1,639,966</u>

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 559	\$ 154,228	\$ 155,257	99%
Total revenues	<u>559</u>	<u>154,228</u>	<u>155,257</u>	99%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	4,306	0%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	-	727	7,500	10%
Engineering	-	-	1,000	0%
Audit	-	-	3,500	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	7,000	7,000	10,500	67%
Telephone	17	100	200	50%
Postage	-	119	500	24%
Printing & binding	42	250	500	50%
Legal advertising	-	-	1,200	0%
Annual special district fee	-	175	175	100%
Insurance	-	9,089	8,976	101%
Contingencies/bank charges	-	214	500	43%
Website	-	705	705	100%
ADA website compliance	-	199	210	95%
Total professional & administrative	<u>11,142</u>	<u>43,078</u>	<u>89,522</u>	48%
Field operations				
Landscape maintenance	-	-	30,000	0%
Lake bank maintenance	-	-	20,000	0%
Wetland maintenance	-	-	12,500	0%
Total field operations	<u>-</u>	<u>-</u>	<u>62,500</u>	0%
Other fees & charges				
Tax collector	12	3,085	3,235	95%
Total other fees & charges	<u>12</u>	<u>3,085</u>	<u>3,235</u>	95%
Total expenditures	<u>11,154</u>	<u>46,163</u>	<u>155,257</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	(10,595)	108,065	-	
Fund balances - beginning	198,429	79,769	79,293	
Fund balances - ending	<u>\$ 187,834</u>	<u>\$ 187,834</u>	<u>\$ 79,293</u>	

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015 BANS & 2016 BONDS
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 2,458	\$ 678,313	\$ 682,851	99%
Interest - 2016 A-1	4	23	-	N/A
Interest - 2016 A-2	1	11	-	N/A
Interest - 2016 A-3	3	21	-	N/A
Total revenues	<u>2,466</u>	<u>678,368</u>	<u>682,851</u>	99%
EXPENDITURES				
Principal - 2016A-1	-	105,000	105,000	100%
Principal prepayment - 2016A-1	-	35,000	-	N/A
Principal - 2016A-3	-	65,000	65,000	100%
Interest - 2016A-1	-	144,149	285,871	50%
Interest - 2016A-3	-	104,937	208,169	50%
Total expenditures	<u>-</u>	<u>454,086</u>	<u>664,040</u>	68%
Other fees and charges				
Tax collector	50	13,569	14,226	95%
Total other fees and charges	<u>50</u>	<u>13,569</u>	<u>14,226</u>	95%
Total expenditures	<u>50</u>	<u>467,655</u>	<u>678,266</u>	69%
Excess/(deficiency) of revenues over/(under) expenditures	2,416	210,713	4,585	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(10)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(10)</u>	<u>-</u>	N/A
Net change in fund balances	2,416	210,703	4,585	
Fund balance - beginning	1,214,312	1,006,025	950,422	
Fund balance - ending	<u>\$ 1,216,728</u>	<u>\$ 1,216,728</u>	<u>\$ 955,007</u>	

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2015 BANS & 2016 BONDS
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date
REVENUES		
Interest - 2016 A-3	\$ -	\$ 1
Total revenues	-	1
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	1
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	10
Total other financing sources/(uses)	-	10
Net change in fund balances	-	11
Fund balances - beginning	25,438	25,427
Fund balances - ending	\$ 25,438	\$ 25,438

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

11B

DRAFT

**MINUTES OF MEETING
CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Creekside at Twin Creeks Community Development District held multiple Public Hearings and a Regular Meeting on September 7, 2021, at 11:45 a.m., in the St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084.

Present at the meeting, were:

John Kinsey	Chair
Bryan Kinsey	Vice Chair
Steven Jordan	Assistant Secretary
Cora DiFiore (via telephone)	Assistant Secretary
Jared Bouskila (via telephone)	Assistant Secretary

Also present, were:

Daniel Rom	District Manager
Mark Watts (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 11:45 a.m. Supervisors Jordan, John Kinsey and Bryan Kinsey were present, in person. Supervisors DiFiore and Bouskila were attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

39 **B. Consideration of Resolution 2021-05, Relating to the Annual Appropriations and**
 40 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**
 41 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**
 42 **Date**

43 Mr. Rom noted the following changes to the proposed Fiscal Year 2021/2022 budget
 44 since it was last presented:

- 45 ➤ Page 1: "Tax collector" line item increased due to the increase in on-roll revenues.
- 46 ➤ Page 1: \$30,000 "Landscape maintenance" line item was added to maintain CDD areas
 47 that were not being maintained by the HOA.

48
 49 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
 50 **favor, the Public Hearing was opened.**

51
 52
 53 No members of the public spoke.

54
 55 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
 56 **favor, the Public Hearing was closed.**

57
 58
 59 Mr. Rom presented Resolution 2021-05 and read the title.

60
 61 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
 62 **favor, Resolution 2021-05, Relating to the Annual Appropriations and Adopting**
 63 **the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**
 64 **September 30, 2022; Authorizing Budget Amendments; and Providing an**
 65 **Effective Date, was adopted.**

66
 67
 68 **FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments
 and Objections on the Imposition of
 Maintenance and Operation Assessments
 to Fund the Budget for Fiscal Year
 2021/2022, Pursuant to Florida Law**

69
 70
 71
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 73
 74 **A. Proof/Affidavit of Publication**

75 **B. Mailed Notice(s) to Property Owners**

76 These items were included for informational purposes.

77 **C. Consideration of Resolution 2021-06, Making a Determination of Benefit and Imposing**
78 **Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and**
79 **Enforcement of Special Assessments, Including but Not Limited To Penalties and**
80 **Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the**
81 **Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

82

83 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
84 **favor, the Public Hearing was opened.**

85

86

87 There were no public comments.

88

89 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
90 **favor, the Public Hearing was closed.**

91

92

93 Mr. Rom presented Resolution 2021-06 and read the title.

94

95 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
96 **favor, Resolution 2021-06, Making a Determination of Benefit and Imposing**
97 **Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and**
98 **Enforcement of Special Assessments, Including but Not Limited To Penalties**
99 **and Interest Thereon; Certifying an Assessment Roll; Providing for**
100 **Amendments to the Assessment Roll; Providing a Severability Clause; and**
101 **Providing an Effective Date, was adopted.**

102

103

104 **FIFTH ORDER OF BUSINESS**

Presentation of Audited Financial Report
for the Fiscal Year Ended September 30,
2020, Prepared by Berger, Toombs, Elam,
Gaines & Frank

105

106

107

108

109 Mr. Rom presented the Audited Financial Report for the Fiscal Year Ended September
110 30, 2020 and noted the pertinent information. There were no findings, recommendations,
111 deficiencies on internal control or instances of non-compliance; it was a clean audit.

112

113 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-07,
Hereby Accepting the Audited Annual
Financial Report for the Fiscal Year Ended
September 30, 2020**

114

115

116

117

118 Mr. Rom presented Resolution 2021-07.

119

**On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in
favor, Resolution 2021-07, Hereby Accepting the Audited Annual Financial
Report for the Fiscal Year Ended September 30, 2020, was adopted.**

120

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123

124

125 **SEVENTH ORDER OF BUSINESS**

**Discussion: Assigning Rule-Making
Authority to the HOA for Signage
Pertaining to Streets, Ponds and Preserves**

126

127

128

129 Mr. Rom stated there were no supporting materials for this item. He was recently
130 contacted by the HOA Board seeking CDD approval to post “No Boating” and “No Swimming”
131 signage in certain CDD areas that the HOA has been maintaining because there were recent
132 reports of kayaks being launched.

133 Mr. Watts suggested directing Staff to modify the Maintenance Agreement to allow the
134 HOA to extend its rules to any areas that are being managed by the HOA on behalf of the CDD.

135 Discussion ensued regarding amending the Agreement. Mr. Watts would investigate if
136 the Maintenance Agreement should be revised and provide an update at the next meeting.

137

138 **EIGHTH ORDER OF BUSINESS**

**Discussion: Landscape Maintenance and
Irrigation Along the Twin Creeks Drive
Extension**

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142 Mr. Rom provided the following update:

143 ➤ He conferred with the HOA about the CDD taking on the Twin Creeks Drive Extension
144 and slivers of CDD ownership; the numbers were included in the recently-adopted budget.

145 ➤ The HOA would takeover landscape maintenance and irrigation at the beginning of its
146 new budget year.

147

148 **NINTH ORDER OF BUSINESS**

**Discussion: On-Going Maintenance of CDD
Streets After Final Lift of Asphalt**

149

150

151 Mr. Rom stated this item was another topic of discussion with the HOA. The final lifts of
152 asphalt would be applied at the end of 2021 and beginning of 2022. As this pertains to
153 maintenance, after the fact, he asked the Board if there are other streets, aside from the main
154 drive, that the CDD should plan on budgeting for in Fiscal Year 2023.

155 Mr. John Kinsey stated that the community would most likely be built out by the end of
156 2022, at which point the Developer-members of the Board would either allow their terms to
157 expire or resign; therefore, that would be a question for the homeowner Board. Although the
158 roads inside Creekside are public streets, St. Johns County does not maintain them and the
159 roads within the community must be maintained by the community, through assessments
160 imposed by either the CDD or the HOA. Although premature, this conversation should be
161 broached at the onset of the new year.

162

163 **TENTH ORDER OF BUSINESS**

**Discussion/Consideration: Agreement for
Traffic Control on District Roads**

164

165

166 Mr. Rom stated the HOA transmitted the Agreement for Traffic Control on District Roads
167 to District Management, which established an Agreement to exercise traffic control jurisdiction
168 upon certain CDD roads with St. Johns County.

169 Mr. Watts stated the County has statutory authority and the Agreement is reasonable;
170 he recommended approval in substantial form, subject to the Chair's final review and approval
171 and authorizing the Chair to execute. Mr. Bryan Kinsey asked Staff to obtain the County's
172 typical compensation rates.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, the Agreement for Traffic Control on District Roads, in substantial form and subject to final review, and authorizing the Chair to execute, was approved.

ELEVENTH ORDER OF BUSINESS

Ratification of Shaw’s Land Clearing, LLC, Estimate #10575 for Tree Removal in Preserve

Mr. Rom presented the Shaw’s Land Clearing, LLC Estimate #10575 for removal of a dead tree, which was previously approved by the Vice Chair.

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, the Shaw’s Land Clearing, LLC, Estimate #10575 for Tree Removal in the Preserve, in the amount of \$850, was ratified.

TWELFTH ORDER OF BUSINESS

CONSENT AGENDA ITEMS

- A. Acceptance of Unaudited Financial Statements as of July 31, 2021**
- B. Approval of May 18, 2020 Regular Meeting Minutes**

Mr. Rom presented the Consent Agenda Items.

Mr. Rom would have accounting research what the \$186,451 “Due to Twin Creeks Ventures” line item, on Page 1, represents and provide an answer after the meeting.

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

THIRTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel: *Cobb Cole***
There was no report.
- B. District Engineer: *Prosser, Inc.***
There was no report.
- C. Field Operations Liaison**

211 There was no report.

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

213 • NEXT MEETING DATE: November 16, 2021 at 11:45 A.M.

214 • QUORUM CHECK

215 The next meeting would be held on November 16, 2021 at 11:45 a.m., unless cancelled.

216

217 **FOURTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

218

219 There were no Board Members' comments or requests.

220

221 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

222

223 There were no public comments.

224

225 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

226

227 There being no further business to discuss, the meeting adjourned.

228

229 **On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in**
230 **favor, the meeting adjourned at 12:04 p.m.**

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235 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

12D

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084
**Home2 Suites by Hilton St Augustine I-95, 270 Outlet Mall Blvd, St. Augustine, Florida 32084*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 16, 2021 CANCELED	Regular Meeting	11:45 A.M.
January 18, 2022 CANCELED	Regular Meeting	11:45 A.M.
March 15, 2022 CANCELED	Regular Meeting	11:45 A.M.
April 26, 2022* CANCELED NO QUORUM	Regular Meeting	12:15 P.M.
May 16, 2022*	Regular Meeting	11:30 A.M.
May 24, 2022*	Regular Meeting	12:15 P.M.
July 26, 2022*	Regular Meeting	12:15 P.M.
September 27, 2022*	Regular Meeting	12:15 P.M.