# CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

## May 23, 2023 BOARD OF SUPERVISORS REGULAR MEETING AGENDA

### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

# AGENDA LETTER

#### 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 16, 2023

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

NOTE: Meeting Location

Dear Board Members:

The Board of Supervisors of the Creekside at Twin Creeks Community Development District will hold a Regular Meeting on May 23, 2023 at 12:15 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Ratification of Beach Lake Phase 4A Plat
- 4. Discussion Items
  - A. Twin Creek Drive Repairs
  - B. Miscellaneous Matters
- 5. Consideration of First Amended and Restated Agreement for Infrastructure Management and Maintenance Services with the HOA
- 6. Consideration of Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 7. Consideration of Resolution 2023-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
- 8. Consent Agenda Items
  - A. Acceptance of Unaudited Financial Statements as of April 30, 2023
  - B. Approval of February 7, 2023 Regular Meeting Minutes

Board of Supervisors Creekside at Twin Creeks Community Development District May 23, 2023, Regular Meeting Agenda Page 2

- 9. Staff Reports
  - A. District Counsel: Cobb Cole
  - B. District Engineer: Prosser, Inc.
  - C. Field Operations Liaison
  - D. District Manager: Wrathell, Hunt and Associates, LLC
    - <u>994</u> Registered Voters in District as of April 15, 2023
    - NEXT MEETING DATE: July 25, 2023 at 12:15 PM

Seat 1	John Kinsey	IN PERSON	Phone	No
Seat 2	Bryan Kinsey	IN PERSON	PHONE	No
Seat 3	ANDREW P STURM SR.	IN PERSON	Phone	No
Seat 4	Jared Bouskila	IN PERSON	PHONE	No
Seat 5	James W Hagan	IN PERSON	PHONE	No

• QUORUM CHECK

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



### Beacon Lake Phase 4A

A REPLAT OF TRACTS F-1, L-2, L-3 AND A PORTION OF TRACT C-1, AS SHOWN ON THE PLAT OF CREEKSIDE AT TWIN CREEKS - PHASE 1D, AS RECORDED IN MAP BOOK 81, PAGES 54 THROUGH 60. INCLUSIVE. OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

#### CAPTION

TRACTS F-1, L-2, L-3 AND A PORTION OF TRACT C-1, AS SHOWN ON THE PLAT OF CREEKSIDE AT TWIN CREEKS - PHASE 1D. AS RECORDED IN MAP BOOK 81, PAGES 54 THROUGH 60, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 28 EAST, SAID ST. JOHNS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID PLAT OF CREEKSIDE AT TWIN CREEKS - PHASE 1D, THENCE NORTH 27'44'33" WEST, ALONG THE WESTERLY LINE OF SAID PLAT OF CREEKSIDE AT TWIN CREEKS PHASE 1D, 698.50 FEET; THENCE NORTH 78'01'41" EAST, 165.43 FEET, TO THE NORTHERLY LINE OF LINE OF TRACT L-2, AS SHOWN ON SAID PLAT OF CREEKSIDE AT TWIN CREEKS - PHASE 1D; THENCE NORTH 87'28'23" EAST, ALONG LAST SAID LINE, 36.03 FEET, TO THE WESTERLY LINE OF SAID TRACT F-1, AS SHOWN ON SAID PLAT OF CREEKSIDE AT TWIN CREEKS - PHASE 1D: THENCE NORTHERLY, NORTHEASTERLY, AND SOUTHERLY ALONG THE WESTERLY, NORTHERLY AND EASTERLY OF SAID TRACT F-1, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: NORTH 02'31'37" WEST, 148.93 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 360.00 FEET, AN ARC DISTANCE OF 165.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 15'43'29" WEST, 164.39 FEET; COURSE NO. 3: NORTH 61'04'39" EAST, 80.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; COURSE NO. 4: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 440.00 FEET, AN ARC DISTANCE OF 202.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15'43'29" EAST, 200.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5: SOUTH 02'31'37" EAST, 160.06 FEET, TO THE NORTHERLY LINE OF LINE OF TRACT L-3, AS SHOWN ON SAID PLAT OF CREEKSIDE AT TWIN CREEKS - PHASE 1D; THENCE EASTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES; COURSE NO. 1: THENCE NORTH 87'28'23" EAST, 30.00 FEET; COURSE NO. 2: SOUTH 02'31'37" EAST, 49.57 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 3: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 267.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25'46'21" EAST, 260.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4: SOUTH 49'01'05" EAST, 146.47 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 5: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 224.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26'00'06' EAST, 218.96 FEET, TO THE SOUTHERLY LINE OF AFORESAID PLAT OF CREEKSIDE AT TWIN CREEKS - PHASE 1D; THENCE SOUTH 84.45'13" EAST, ALONG LAST SAID LINE, 159.50 FEET; THENCE SOUTH 74'00'00" WEST, 420.58 FEET; THENCE NORTH 45'00'00" WEST, 84.31 FEET, TO THE POINT OF BEGINNING.

CONTAINING 5.57 ACRES, MORE OR LESS.



SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA, AS A LAND SURVEYOR, DOES HEREBY CERTIFY THAT HE/SHE HAS COMPLETED THE SURVEY OF LANDS, AS SHOWN ON THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE PLAT WAS PREPARED UNDER HIS OR HER DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED IN ACCORDANCE WITH SECTION 177.091 (7) AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SECTION 177.091 (8).

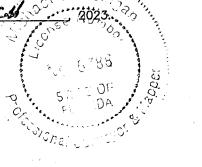
SIGNED AND SEALED THIS 27 DAY OF MARCH

MICHAEL J. COLLIGAN P.S.M.

FLORIDA REGISTERED LAND SURVEYOR NO. 6788

### MAP BOOK / 19 PAGE 5.5

SHEET 1 OF 6 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND



#### CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT ON THIS <u>LIT</u> DAY OF <u>April</u> 2023, THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA BOARD OF

#### CERTIFICATE OF APPROVAL OF THE GROWTH MANAGEMENT DEPARTMENT.

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT FOR ST. JOHNS COUNTY, FLORIDA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

Machael & Reelauren BY: \_\_ DIRECTOR, GROWTH MANAGEMENT DEPARTMENT

#### CERTIFICATE OF COUNTY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT OF BEACON LAKE PHASE 4A HAS BEEN EXAMINED AND REVIEWED BY THE OFFICE OF THE ST. JOHNS COUNTY ATTORNEY ON THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_ 2023.

Vallo BY OFFICE OF THE ST. JOHNS COUNTY ATTORNEY

#### CERTIFICATE OF CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF PART 1, CHAPTER 177, FLORIDA STATUTES, AND IS RECORDED IN MAP BOOK 19 PAGE(S) 55-1012 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS \_\_\_\_\_ DAY OF \_ADVI . 2023.

BRANDON J. PATTY, CLERK CLERK OF THE CIRCUIT COURT & COMPTROLLER



#### CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177 BY THE OFFICE OF COUNTY SURVEYOR FOR ST. JOHNS COUNTY, FLORIDA ON DAY OF MARCH

2023.

THIS 31 BY: Manal 1.1.

PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER 5513



DONALD A. BRADSHAW, COUNTY SURVEYOR

Beaco	n Lake l	Phase
EPLAT OF TRACTS F-1, L-2, L-3 AND A PORTION OF TRACT C-1, A INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FL	AS SHOWN ON THE PLAT OF CREEKSIDE ORIDA, TOGETHER WITH A PORTION OF	E AT TWIN CREEKS - PHAS SECTION 14, TOWNSHIP 5
ADOPTION AND DEDICATION		
THIS IS TO CERTIFY THAT THE UNDERSIGNED, DFC BEACON LAKES LLC, A FLORIDA COMPANY ("TCV"), SOUTH JACKSONVILLE PROPERTIES, LLC, A FLORIDA LIMITED LIABILIT UNIT OF SPECIAL PURPOSE GOVERNMENT ("CREEKSIDE CDD"); DFC, TCV, SJP AND CREE THE LAWFUL OWNERS OF THE LANDS DESCRIBED IN THE CAPTION HEREON WHICH SHAL BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAM	Y COMPANY ("SJP") AND CREEKSIDE AT TWIN CREE KSIDE CDD ARE EACH REFERRED TO HEREIN AS AN L HEREAFTER BE KNOWN AS BEACON LAKE PHASE	KS COMMUNITY DEVELOPMENT DIST "OWNER" AND COLLECTIVELY, THE 4A, AND THAT THEY HAVE CAUSED
THE ROAD RIGHT-OF-WAY DESIGNATED IN THE PLAT AS HERON OAKS DRIVE, IS F SPECIAL PURPOSE UNIT OF LOCAL GOVERNMENT ('MEADOW VIEW CDD'), IN PERPETUITY HEREAFTER CONSTRUCTED THEREON.	IEREBY DEDICATED TO THE MEADOW VIEW AT TWIN FOR MAINTENANCE OF THE RIGHT-OF-WAY AND A	CREEKS COMMUNITY DEVELOPMENT CCESS IMPROVEMENTS WHICH ARE 1
TRACT 4A-2 AND TRACT 4A-3 (LANDSCAPE, DRAINAGE, AND MAINTENANCE) ARE SPECIAL PURPOSE UNIT OF LOCAL GOVERNMENT ('MEADOW VIEW CDD''). MEADOW VIEW ( PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION ASSOCIATION OR ENTITY AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AN	DD CDD SHALL HAVE THE OBLIGATION FOR MAINTE FOR MAINTENANCE AND OPERATION TO THE ASSO	ENANCE AND OPERATION OF ALL OF
TRACT 4A-1 AND TRACT 4A-4 (CONSERVATION) ARE HEREBY DEDICATED TO THE OPERATION OF ALL OF SAID TRACTS; PROVIDED, HOWEVER, THAT THE MEADOW VIEW CI THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, THE ASSOCIATION FOR SUCH MAINTENANCE AND OPERATION UNDER THE PLAT. SAID TRACTS 4A-1 AND T RIVER WATER MANAGEMENT DISTRICT WITH THIRD PARTY BENEFICIARY RIGHTS IN FAVOR OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.	DD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION OR TO SUCH OTHER PROPERTY OWNERS ASSOCIA RACT 4A-4 ARE SUBJECT TO A DEED OF CONSER	ON FOR SUCH MAINTENANCE AND OU TION OR ENTITY AS WILL ASSUME T VATION EASEMENT IN FAVOR OF TH
ALL EASEMENTS DESIGNATED ON THIS PLAT AS "F.P.L.E." ARE HEREBY DEDICATED CONJUNCTION WITH ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM.	TO FLORIDA POWER AND LIGHT, ITS SUCCESSORS	AND ASSIGNS, FOR ITS NON-EXCLU
ANY UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE COMMANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE FLORIDA OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND FOREGOING, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY HAVE THE BENEFIT OF SAID CABLE TELEVISION SERVICE EASEMENTS.	STATUTES, PROVIDED, HOWEVER, NO SUCH CONSTRUSS OF AN ELECTRIC, TELEPHONE, GAS, OR	JCTION, INSTALLATION, MAINTENANC
ALL EASEMENTS SHOWN ON THIS PLAT, OTHER THAN THOSE SPECIFICALLY DEDICA THE RESPECTIVE OWNER THEREOF, AND ITS SUCCESSORS AND ASSIGNS AND GRANTEES	TED HEREIN, ARE AND SHALL REMAIN PRIVATELY O OF SAID EASEMENTS.	WNED AND THE SOLE AND EXCLUSI
NON-EXCLUSIVE ACCESS EASEMENTS ARE HEREBY DEDICATED TO THE CREEKSIDE AND TRACT 4A-3 (LANDSCAPE, DRAINAGE AND MAINTENANCE), AND TRACT 4A-1 AND BUSINESS RELATING TO MAINTENANCE OF THE CONSERVATION AREAS.		
EACH OWNER HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGH GOVERNMENT BODY POLITIC THEN HAVING JURISDICTION OVER THE LANDS INVOLVED, TO OWNED BY IT.	IT, AT ANY TIME, WITH THE CONSENT OF THE GOVE DEDICATE TO THE PUBLIC ALL OR ANY PART OF	ERNING BODY OF ANY MUNICIPALITY THE LANDS OR EASEMENTS REMAIN
IN WITNESS WHEREOF, DFC BEACON LAKES LLC, A FLORIDA LIMITED LIABILITY COM TWIN CREEKS VENTURES LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT AND DEDICATION TO B DISTRICT, A SPECIAL PURPOSE UNIT OF LOCAL GOVERNMENT, HAS CAUSED THIS PLAT	S PLAT AND DEDICATION TO BE EXECUTED BY ITS E EXECUTED BY ITS MANAGER, AND THE CREEKSID	MANAGER, SOUTH JACKSONVILLE PA E AT TWIN CREEKS COMMUNITY DEV
DFC BEACON LAKES LLC	TWIN CREEKS VENTURES LLC	
DFC BEACON LAKES LLC, A FLORIDA LIMITED LIABILITY COMPANY	TWIN CREEKS VENTURES LLC, A FLORID LIMITED LIABILITY COMPANY	WITNESS:
PRINT: Kylo Hueron PRINT: Chand Signer		PRINT: Sred Kord Kord
TITLE: WITNESS: PRINT: Roickard	BY: Or Provent	PRINT: Geoffrey Brune
NOTARY FOR DFC BEACON LAKES LLC STATE OF FLORIDA	NOTARY FOR TWIN CREEKS VENTURES L STATE OF FLORIDA	
COUNTY OF	COUNTY OF Jaln Beach	
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS A DAY OF ANY AS NICE President. A.D., 2023 BY Kyle Hudson AS Nice President. OF	THE FOREGOING INSTRUMENT WAS ACKN [V] PHYSICAL PRESENCE OR [ ] ONLINE OF WAR ACCESSION OF MANAGER OF TWIN CREEKS DEVELOPMENT	OWLEDGED BEFORE ME BY MEANS NOTARIZATION, THIS <u>26</u> DAY A.D., 20 <u>23</u> BY JOHN T. KINSEY, A
THIS <u>29</u> DAY OF <u>MARCH</u> , A.D., 20 <u>23</u> BY <u>Kyle Hudson</u> , AS <u>Vice President</u> OF DFC BEACON LAKES LLC, A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF	OF MARKEN OF TWIN CREEKS DEVELOPMEN LIMITED LIABILITY COMPANY ON BEHALF	A.D., 20 23 BY JOHN T. KINSE NT ASSOCIATES, LLC, A FLORID OF THE COMPANY.

چ گر

NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION EXPIRES: 3 2 2025 MY COMMISSION NUMBER IS: 4 11 99693

PERSONALLY KNOWN [-/]-OR PRODUCED IDENTIFICATION [ ] TYPE OF IDENTIFICATION PRODUCED \_\_\_\_\_\_.

LESLIE TOMLINSON Notary Public-State of Florida Commission # HH 99693 My Commission Expires March 02, 2025 a second factor beautiest to a factor of the

NOTARY PUBLIC, STATE OF FLORIDA NAME: DALACE ICICA MY COMMISSION EXPIRES: 10.13.25 MY COMMISSION NUMBER IS: HHT 182337

PERSONALLY KNOWN [] OR PRODUCED IDENTIFICATION [] TYPE OF IDENTIFICATION PRODUCED \_\_\_\_\_

66

### 4A

E 1D, AS RECORDED IN MAP BOOK S SOUTH, RANGE 28 EAST, ST. JOHNS

### 0

K 81, PAGES 54 THROUGH 60,	MAP	BOOK //	9 PAGE	56
NS COUNTY, FLORIDA.			2 OF 6 SHEE or general notes &	
CREEKSIDE AT TWIN CREEKS COMMUNITY CREEKSIDE AT TWIN CREEKS COMMUNITY A LOCAL UNIT OF SPECIAL PURPOSE GO	DEVELOPMENT D	STRICT		
TO CHAPTER 190, FLORIDA STATUTES BY: PRINT: To Konserver TITLE: C. hoir:		Juffry Bur offreg Bruro		
NOTARY FOR CREEKSIDE AT TWIN CREEK STATE OF FLORIDA COUNTY OF Palm Back THE FOREGOING INSTRUMENT WAS ACKN [N] PHYSICAL PRESENCE OR [] ONLINE OF, A.D., 20 AS OF THE BO	OWLEDGED BEFOR	- E ME BY MEANS OF HIS <b>2</b> DAY		
NOTARY PUBLIC STATE OF FLORIDA NAME: DAMAGE IS 10 10 10 10 10 10 10 10 10 10 10 10 10	7 DEVELOPMENT D	ISTRICT.	OMAR KIEM Public - Ktate cf F.orida ninission ≠ HH 182337 nm. Expires Oct 13, 2025 Jugh National Notary Assa.	
SOUTH JACKSONVILLE PROPERTIES, LLC SOUTH JACKSONVILLE PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY: SOUTH JACKSONVILLE PROPERTIES MEZZ, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SOLE MEMBER BY: BY: ARTHUR J. FALCONE, MANAGER	WITNESS:	Any Ann Frey Brund		
NOTARY FOR SOUTH JACKSONVILLE PROPE STATE OF FLORIDA COUNTY OF	erties, llc	_		
THE FOREGOING INSTRUMENT WAS ACKNO PHYSICAL PRESENCE OR [ ] ONLINE OF	NOTARIZATION, TO D., 20 23 BY AR PERTIES MEZZ, LL OF SOUTH JACKS ANY, ON BEHALF 33 7	HIS 2. A DAY THUR J. FALCONE, AS C, A FLORIDA LIMITED DNVILLE PROPERTIES, OF THE COMPANY.	CMAR KIEM Public - State of Florida hission # HH 182337 h. Expires Oct 13, 2025 h National Netary Assn.	
			Clary&A ROFESSIONAL SURVEYOR	ssociates

LB NO. 3731 3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257 (904) 260–2703 WWW.CLARYASSOC.COM

LIABILITY RICT, A LOCAL "OWNERS") ARE THE SAME TO

DISTRICT, A OW OR

T DISTRICT, A SAID TRACTS; RTY OWNERS

ENANCE AND PERATION TO THE OBLIGATION E ST. JOHNS 196, PAGE 1735

SIVE USE IN

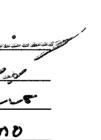
VICES IN THE E, AND ANDING THE THIS PLAT, SHALL

PROPERTY OF

RACT 4A-2 OFFICIAL

or other Ng privately

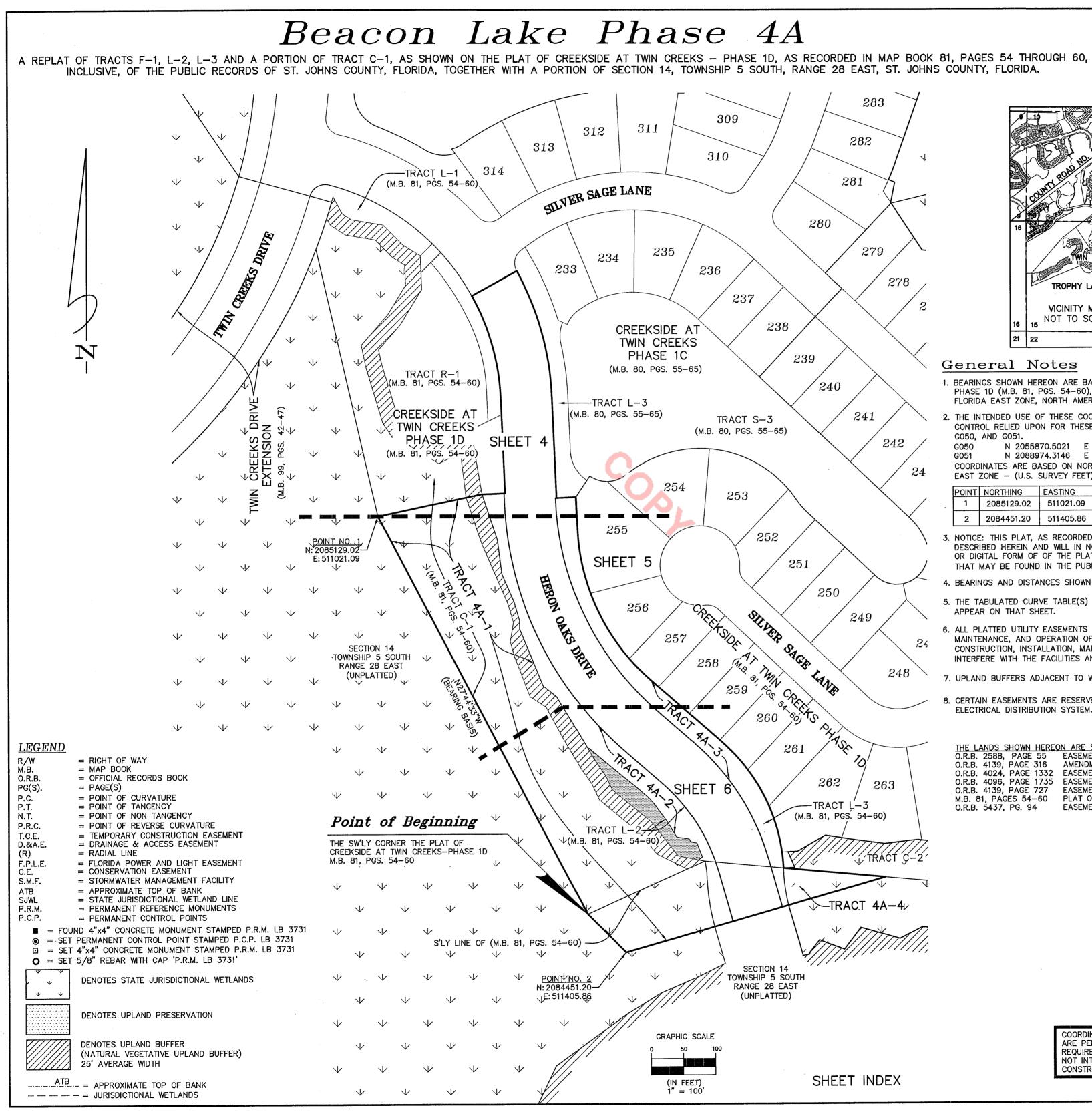
ROPERTIES, LLC,



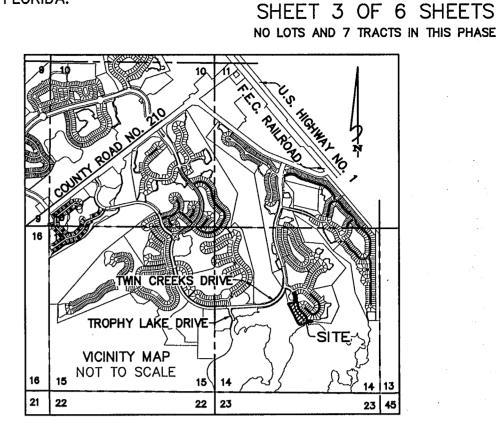
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OMAR KIEM Notary Public - State of Florida Commission = HN 182137 Av Comm Expires Oct 13, 2025 Bonded through National Notary Assn.

BK: 119 PG: 57



### MAP BOOK /19 PAGE 57



#### General Notes

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE SW'LY LINE OF THE PLAT OF CREEKSIDE AT TWIN CREEKS PHASE 1D (M.B. 81, PGS. 54-60), PER PLAT, AND REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
- 2. THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES ONLY. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES WAS PUBLISHED ST. JOHNS COUNTY GEODETIC CONTROL POINTS G050, AND G051.

G050	N 2055870.5021	E 511532.7838
G051	N 2088974.3146	E 504321.1345

COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/1991 - STATE PLANE COORDINATES - FLORIDA. EAST ZONE - (U.S. SURVEY FEET)

POINT	NORTHING	EASTING	DESCRIPTION
1	2085129.02	511021.09	PRM-MOST NWLY CORNER OF TRACT 4A-1
2	2084451.20	511405.86	PRM-MOST S'LY CORNER OF TRACT 4A-1

3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF OF THE PLAT. THERE MAY BE RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (SECTION 177.091, FLORIDA STATUTES)

4. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.

- 5. THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
- 6. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES: PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
- 7. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED.
- 8. CERTAIN EASEMENTS ARE RESERVED FOR FP&L FOR USE IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

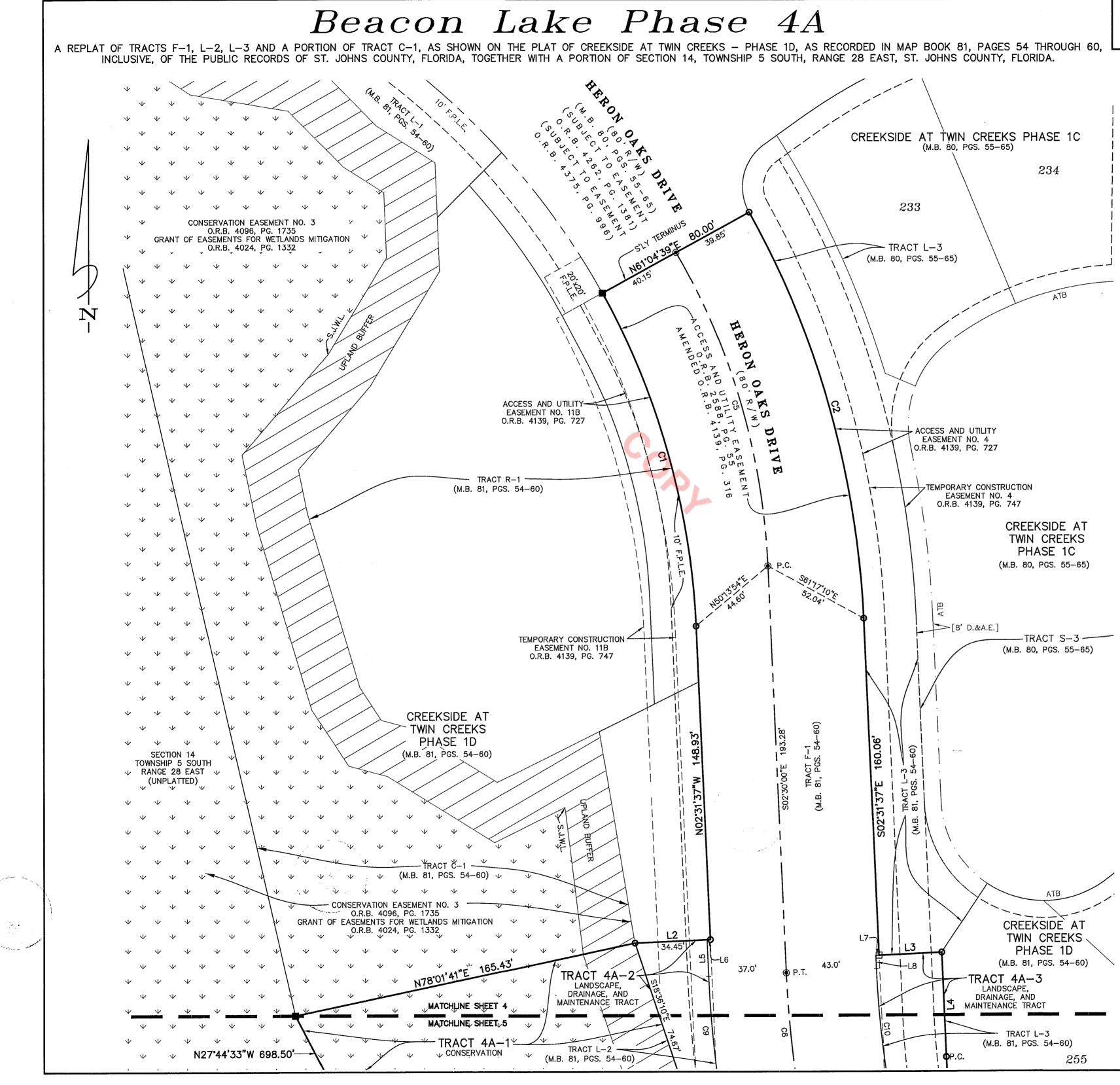
THE LANDS SHOWN HEREO	IN ARE SUBJECT TO THE FOLLOWING EASEMENTS:
O.R.B. 2588, PAGE 55	EASEMENT - ACCESS AND UTILITY
O.R.B. 4139, PAGE 316	AMENDMENT O.R.B. 2588, PAGE 55
O.R.B. 4024, PAGE 1332	EASEMENT - WETLANDS MITIGATION
O.R.B. 4096, PAGE 1735	EASEMENT - CONSERVATION
O.R.B. 4139, PAGE 727	EASEMENT - ACCESS & UTILITIES
M.B. 81, PAGES 54-60	PLAT OF CREEKSIDE AT TWIN CREEKS - PHASE 1D
O.R.B. 5437, PG. 94	EASEMENT - TEMPORARY CONSTRUCTION

SHOWN	HEREON
SHOWN	HEREON
BLANKE	
SHOWN	HEREON
SHOWN	HEREON
SHOWN	HEREON
AFEFOT	

AFFECTS UPLAND PORTION OF SITE

COORDINATES SHOWN HEREON ARE PER ST. JOHNS COUNTY REQUIREMENTS ONLY, AND ARE NOT INTENDED FOR CONSTRUCTION PURPOSES.





MAP BOOK 119 PAGE 58

#### SHEET 4 OF 6 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CURVE TABLE CURVE RADIUS LENGTH BEARING CHORD DELTA C1 26'23'44" 360.00' 165.85' N15**'**43'29"W 164.39' C2 202.70' 26'23'44" S15'43'29"E 200.92' 440.00' C5 27'39'44" S16'19'52"E 325.00' 156.91' 155.39' C6 498.00' 404.17' 46'30'00" S25'45'00"E 393.16' C9 535.00' 434.19' 46'30'00" N25'45'00"W 422.38' C10 455.00' 369.27' 46'30'00" S25'45'00"E 359.22'

	LINE TABLE			
LINE	BEARING	DISTANCE		
L2	N87'28'23"E	36.03'		
L3	N87 <b>'28'</b> 23"E	30.00'		
L4	S02'31'37"E	49.57 <b>'</b>		
L5	N02'30'00"W	17.35'		
L6	N87'28'23"E	1.58'		
L7	S87*28'23"W	1.58'		
L8	S02'30'00"E	6.26'		

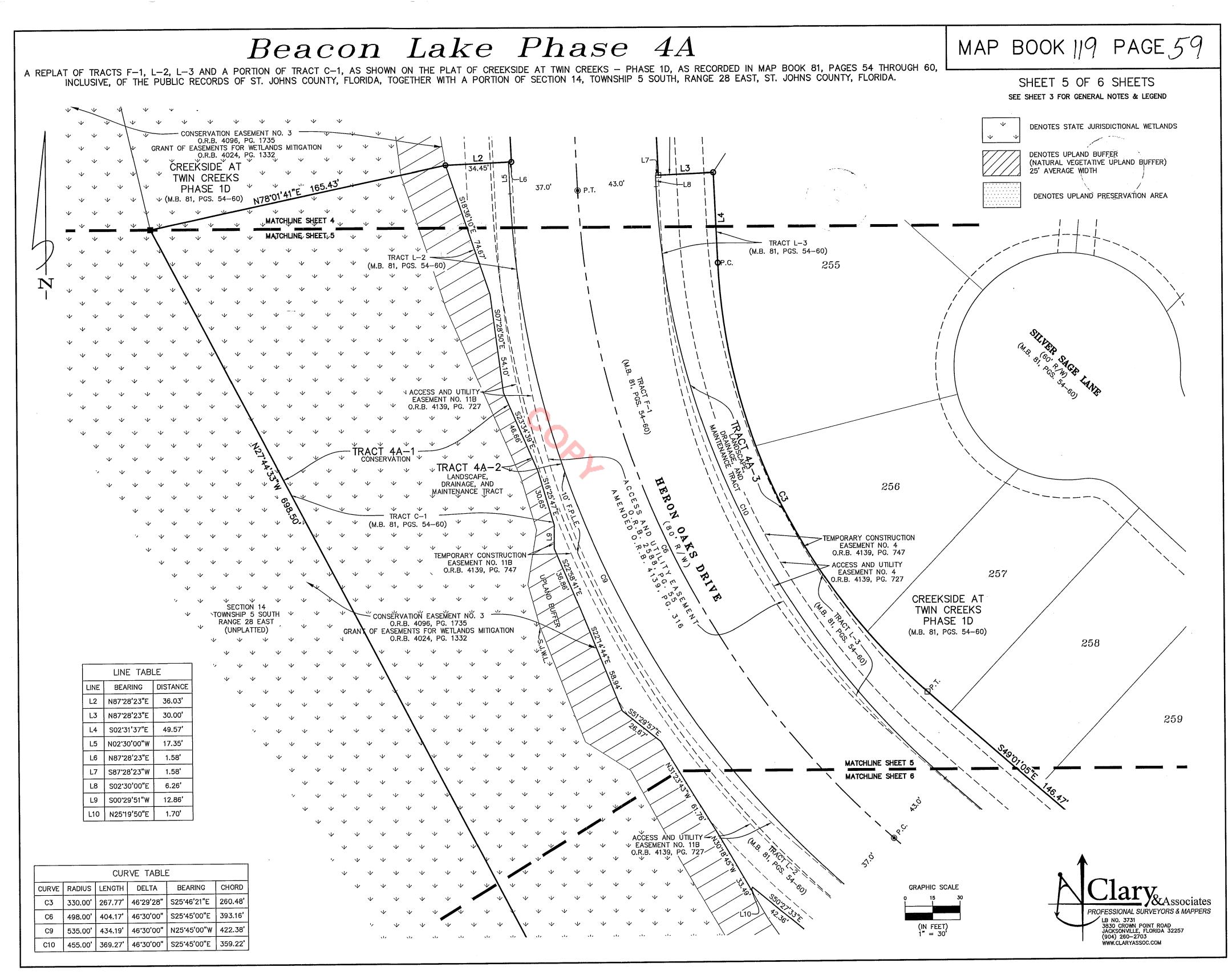
DENOTES UPLAND BUFFER (NATURAL VEGETATIVE UPLAND BUFFER) 25' AVERAGE WIDTH

DENOTES STATE JURISDICTIONAL WETLANDS

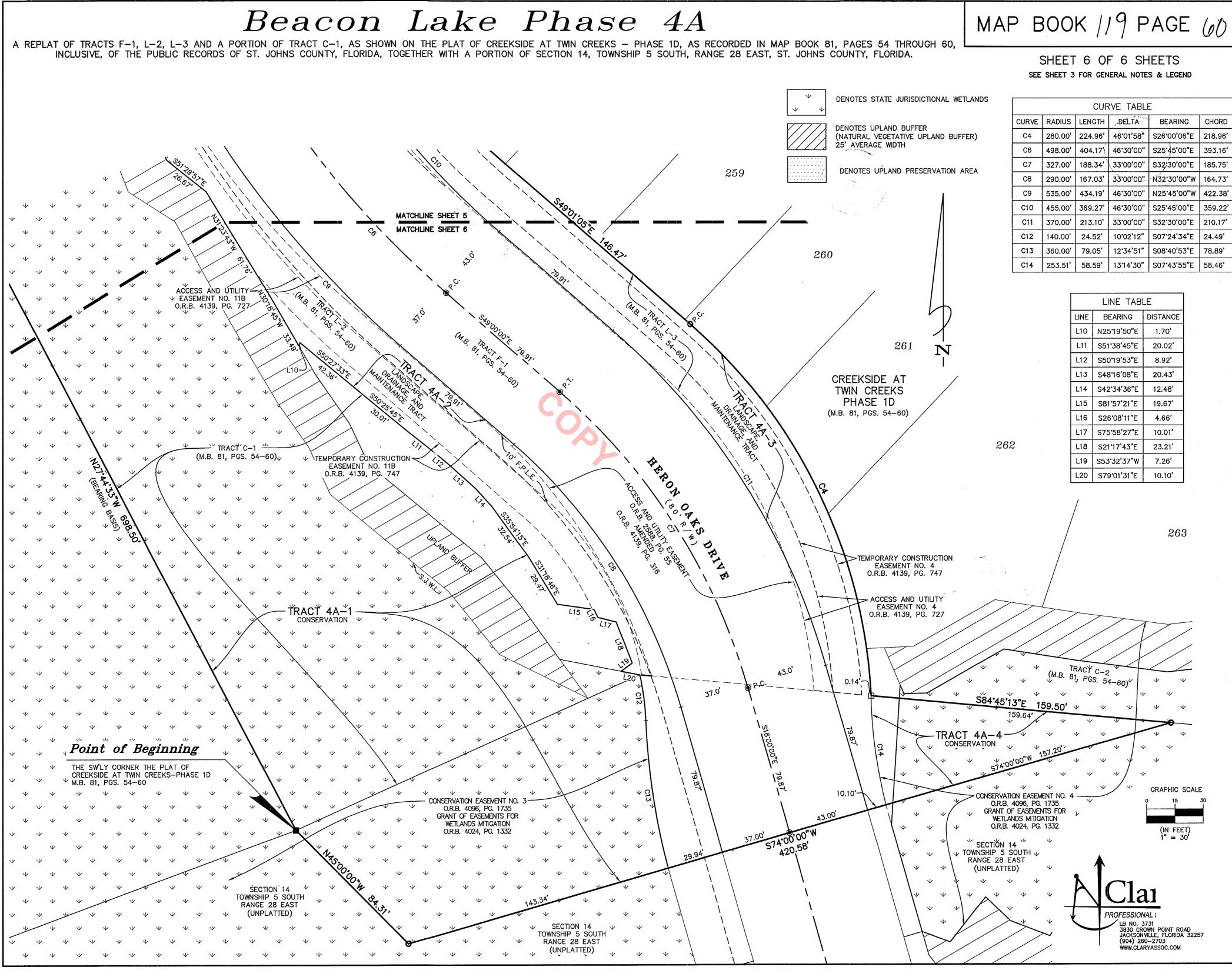
DENOTES UPLAND PRESERVATION AREA

GRAPHIC SCALE 15 (IN FEET) 1" = 30'





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### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT



#### THE FIRST AMENDED AND RESTATED AGREEMENT BETWEEN THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT AND THE CREEKSIDE AT TWIN CREEKS HOMEOWNERS ASSOCIATION, INC. FOR INFRASTRUCTURE MANAGEMENT AND MAINTENANCE SERVICES

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**Creekside at Twin Creeks Community Development District,** a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida (the "District")

and

**Creekside at Twin Creeks Homeowners' Association Inc.,** a Florida not for profit corporation (the "Association").

#### RECITALS

**WHEREAS,** the District is a local unit of special-purpose government established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District has constructed and/or acquired various lands, systems, facilities and infrastructure and other facilities requiring inspection, operation and maintenance services; and

WHEREAS, the District desires to provide efficient inspection, operation and maintenance services for certain improvements and areas owned by the District and located within the St. Johns community ("District Property"), as more specifically identified in the attached Exhibit "A"; and

**WHEREAS,** the Association is a Florida not for profit corporation, owning, operating and maintaining various improvements and facilities in close proximity to District Property; and

**WHEREAS,** the Association currently employs maintenance personnel and other employees who serve in close proximity to District Property; and

**WHEREAS,** for ease of administration, cost savings, and to obtain the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain the District Property identified in Exhibit "A"; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain the District Property and desires to contract with

the District to do so in accordance with the terms of this First Amended and Restated Agreement between the District and the Association for Infrastructure Management Maintenance Services (the "Agreement"); and

WHEREAS, the District desires to amend the original agreement between the District and the Association for Infrastructure Management Maintenance Services (the "Original Agreement") executed on \_\_\_\_\_\_, in order to provide for additional maintenance services between the District and the Association.

**NOW, THEREFORE,** in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District and Association (collectively, the "Parties"), the Parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

### SECTION 2. CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION'S OBLIGATION.

- A. *General duties.* The Association shall be responsible for the management and maintenance of District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance. The Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets. Specific maintenance obligations include but are not limited to the below list and can be further identified in Exhibit "B":
  - 1. Lakes and Stormwater Facilities

a. Periodic cleaning of lakes and lake banks, drain pipes, French drains and culverts, mowing of grass and trimming trees located on the lake banks, swales and other dry retention areas, periodic inspection and routing repairs of irrigation pumps, and monitoring of water flow meters and filing of any reports as required by applicable Water Use and Environmental Resource Permits.

2. Non-Spine Roadway Maintenance Repairs

a. Periodic maintenance of the non-spine roadways and any needed repairs of the same. Any resurfacing would be at the expense of the District.

3. Landscape Maintenance and Irrigation

a. Maintenance of landscaping within and on District dedicated roadways within the District Property.

b. Maintaining and replacing landscaping in public places, including mowing, weed control and regular application of herbicides, tree trimming, shrub trimming, maintenance of irrigation systems, and debris and trash removal.

4. Entry Features: Maintenance of the entry features on District Property, including landscaping, lighting, and water basins.

- B. *Inspection*. The Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. *Repair and Maintenance*. The Association shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. The Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any services. The Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. Investigation and Report of Accidents/Claims. The Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. The Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Association shall not file any claims with the District's insurance company without the prior consent of the District Manager or his designee.
- E. Compliance with Government Rules, Regulations, Requirements and Orders. The Association shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental authority having jurisdiction over any District Property. The Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Association shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District Property. The District grants the Association maintains, as detailed in this Agreement.
- F. Adherence to District Rules, Regulations and Policies. The District shall provide, at the time of the execution of this Agreement, a list of District rules, regulations, and policies, if any, related to the District Property. The Association's personnel

shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. The Association may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times. The Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

- G. *Care of Property.* The Association shall use all due care to protect the District Property, its residents and landowners from damage by the Association, its employees or contractors. The Association agrees to repair any damage resulting from the Association's activities and work.
- H. *Standard of Care.* The Association shall be solely responsible for establishing maintenance specifications for the District Property, so long as such standards comply with orders or requirements placed thereon by any governmental authority having jurisdiction over the District Property.
- I. *Staffing.* The Association shall be solely responsible for the hiring, staffing, contractor retention, and vendor selection processes necessary to perform the management and maintenance responsibilities set forth in this Agreement. The Association shall also be solely responsible for the supervision of such employees, vendors, and contractors retained to perform these responsibilities.

**SECTION 3. NO COMPENSATION DUE.** The District shall pay not be required to pay the Association for the provision of management and maintenance services provided pursuant to the terms of this Agreement. The Association shall privately assess properties within the District for the cost of the management and maintenance services provided and the private assessments shall take the place of public maintenance assessments that could otherwise be levied by the District.

**SECTION 4. TERM.** The term of this Agreement is for a period of five (5) years commencing on April 25, 2023. Both the District and the Association shall have the right to terminate this Agreement effective immediately at any time due to the Association's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause. This Agreement shall automatically renew, if not terminated, every five (5) years.

**SECTION 5. INSURANCE.** The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- B. Commercial General Liability Insurance covering the Association'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:
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) 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 Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. INDEMNIFICATION.** The Association agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands 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 the Association, including litigation or any appellate proceedings with respect thereto.

**SECTION 7. 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.

**SECTION 8. ASSIGNMENT.** Neither the District nor the Association may assign this Agreement without the prior written approval of the other.

**SECTION 9. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement. Nothing herein shall preclude the Association and the District from entering into separate agreements for the leasing of personnel or sharing of other resources.

**SECTION 10. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 11. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Association relating to the subject matter of this Agreement.

**SECTION 12. AMENDMENTS.** 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 the District and the Association.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

#### A. If to the District:

Creekside at Twin Creeks Community Development District 2300 Glades Road, Suite 410W Boca Raton, FL 33431 Attn: District Manager

#### With a copy to:

Cobb Cole 231 N. Woodland Blvd. DeLand, FL 32720 Attn: Mark A. Watts, Esq.

#### **B.** If to the Association:

Creekside at Twin Creeks Homeowners' Association, Inc. 200 Business Park Circle Suite 101 St Augustine, FL 32095 Attn: Vesta Property Services

With a copy to: Cobb Cole 231 N. Woodland Blvd. DeLand, FL 32720 Attn: Mark A. Watts, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place

of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notices on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

**SECTION 16. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**SECTION 17. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

**SECTION 18. SEVERABILITY.** The invalidity or unenforceability of anyone or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 19. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:	CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT	
	By:	
	Print Name:	
Print Name	Title:	
	day of, 2023	
Print Name		
STATE OF FLORIDA }		
COUNTY OF}		
, 2023, by	owledged before me this day of, as Chair/Vice-Chair of the Board of	
Supervisors for <b>CREEKSIDE AT TWIN C</b> <b>DISTRICT.</b> who is personally known and/	REEKS COMMUNITY DEVELOPMENT	

**DISTRICT,** who is personally known and/or produced \_\_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public Commission:

of of

#### **CREEKSIDE AT TWIN CREEKS HOMEOWNERS' ASSOCIATION, INC.**

	By:	
	Drint Momen	
Print Name	Title:	
	day of	, 2023
Print Name		
STATE OF FLORIDA }		
COUNTY OF}		
The foregoing instrument	as acknowledged before me this d	ay of
2023, by	, as of CREE	EKSIDE AT TWI
	<b>OCIATION</b> , <b>INC.</b> He or she is person as identification and who being duly	

has produced \_\_\_\_\_\_ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[SEAL]

Notary Public Commission:

Attest:

### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT



#### **RESOLUTION 2023-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 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, 2023, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); 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 2023/2024 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:

HOUR:

LOCATION: Beachwalk Clubhouse 100 Beachwalk Club Drive St. Johns, Florida 32259

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 23RD DAY OF MAY, 2023.

ATTEST:

### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2024

#### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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#### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2024

		Fiscal Year 2023			
——————————————————————————————————————	Adopted	Actual	Projected	Total	Proposed
	Budget	through	through	Actual &	Budget
	Y 2023	3/31/2023	9/30/2023	Projected	FY 2024
REVENUES					
Assessment levy: on-roll - gross \$	161,584				\$ 161,584
Allowable discounts (4%)	(6,463)				(6,463)
Assessment levy: on-roll - net	155,121	\$153,538	\$ 1,583	\$ 155,121	155,121
Total revenues	155,121	153,538	1,583	155,121	155,121
EXPENDITURES					
Professional & administrative					
Supervisors	6,459	861	5,598	6,459	6,459
Management/accounting/recording	49,440	24,000	25,440	49,440	49,440
Legal	10,000	776	9,224	10,000	10,000
Engineering	5,000	-	5,000	5,000	5,000
Audit	3,700	-	3,700	3,700	3,900
Arbitrage rebate calculation	750	1,000	-	1,000	1,000
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	113	387	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	445	755	1,200	1,200
Annual special district fee	175	175	-	175	175
Insurance	10,300	9,771	529	10,300	10,750
Contingencies/bank charges	750	3	747	750	750
Website maintenance					
Hosting	705	705	-	705	705
ADA compliance	210	-	210	210	210
Tax collector	3,232	3,067	165	3,232	3,232
Total professional & administrative	104,621	48,766	56,105	104,871	105,521
Field operations					
Landscape maintenance	16,000	-	16,000	16,000	16,000
Lake bank maintenance	20,000	-	-	-	20,000
Wetland maintenance	12,500	-	7,200	7,200	12,500
Preserve Tree maintenance	-	12,231	(12,231)	-	-
Total field operations	48,500	12,231	10,969	23,200	48,500
Total expenditures	153,121	60,997	67,074	128,071	154,021
Net increase/(decrease) of fund balance	2,000	92,541	(65,491)	27,050	1,100
Fund balance - beginning (unaudited)	78,005	132,224	224,765	132,224	159,274
Fund balance - ending (projected)	80,005	\$224,765	\$ 159,274	\$ 159,274	\$ 160,374

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

EXPENDITURES	
Professional & administrative	¢ 6.450
Supervisors Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed	\$ 6,459
\$4,800 for each fiscal year.	40,440
Management/accounting/recording Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community	49,440
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.	
Legal	10,000
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. Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the	5,000
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.	
Audit	3,900
Statutorily required for the District to undertake an independent examination of its	
books, records and accounting procedures.	1 000
Arbitrage rebate calculation To ensure the District's compliance with all tax regulations, annual computations are	1,000
necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
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.	
Trustee	10,500
Annual fee for the service provided by trustee, paying agent and registrar.	200
Telephone Telephone and fax machine.	200
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	500
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, public	
bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	10,750
The District will obtain public officials and general liability insurance. Contingencies/bank charges	750
Website maintenance	750
Hosting	705
ADA compliance	210
Tax collector	3,232
Landscape maintenance	16,000
CDD owned tracts on sides of TC Dr. at the southern entrance to Creekside Lake bank maintenance	20,000
Wetland maintenance	20,000 12,500
Total expenditures	\$154,021
	. ,-

#### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND BUDGET - SERIES 2016A-1, A-2 and A-3 FISCAL YEAR 2024

	Adopted	Actual	Projected	Total	Proposed Budget FY 2024	
	Budget FY 2023	through 3/31/2023	through 9/30/2023	Actual & Projected		
REVENUES	FT 2023	3/31/2023	9/30/2023	Flojecieu	FT 2024	
Special assessment - on-roll - 2016A1	\$ 417,500				\$ 415,104	
Special assessment - on-roll - 2016A3	293,803				293,803	
Allowable discounts (4%)	(28,452)				(28,356)	
Assessment levy: net	682,851	\$ 675,278	\$ 7,573	\$ 682,851	680,551	
Assessment prepayments	-	26,990	-	26,990	-	
Interest - 2016A1	-	7,086	-	7,086	-	
Interest - 2016A2	-	339	-	339	-	
Interest - 2016A3	-	6,396	-	6,396	-	
Total revenues	682,851	716,089	7,573	723,662	680,551	
EXPENDITURES						
Debt service						
Principal - 2016A1	110,000	110,000	_	110,000	115,000	
Principal prepayment - 2016A1	-	15,000	10,000	25,000	-	
Principal - 2016A3	65,000	65,000	-	65,000	70,000	
Interest - 2016A1	279,005	140,980	137,819	278,799	272,437	
Interest - 2016A3	204,756	103,231	101,525	204,756	201,213	
Total debt service	658,761	434,211	249,344	683,555	658,650	
Other fees & charges	· · · ·	-	· · · · ·	· /	· /	
Tax collector	14,226	13,488	738	14,226	14,178	
Total other fees & charges	14,226	13,488	738	14,226	14,178	
Total expenditures	672,987	447,699	250,082	697,781	672,828	
Excess/(deficiency) of revenues						
over/(under) expenditures	9,864	268,390	(242,509)	25,881	7,723	
OTHER FINANCING SOURCES/(USES) Transfers out	_	(3,305)	3,305	-	_	
Total other financing sources/(uses)	-	(3,305)	3,305	-		
		(0,000)	0,000		·	
Fund balance:						
Net increase/(decrease) in fund balance	9,864	265,085	(239,204)	25,881	7,723	
Beginning fund balance (unaudited)	973,482	987,456	1,252,541	987,456	1,013,337	
Ending fund balance (projected)	\$ 983,346	\$1,252,541	\$1,013,337	\$ 1,013,337	1,021,060	
Use of fund balance:						
Debt service reserve account balance (req	,				(487,060)	
Principal and Interest expense - November					(429,576)	
Projected fund balance surplus/(deficit) as	ot September	30, 2024			\$ 104,424	

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

	Principal	Coupon Rate	Interest	Debt Service
11/01/23	115,000.00	4.625%	137,548.13	252,548.13
05/01/24	-		134,888.75	134,888.75
11/01/24	120,000.00	4.625%	134,888.75	254,888.75
05/01/25	-		132,113.75	132,113.75
11/01/25	125,000.00	4.625%	132,113.75	257,113.75
05/01/26	-		129,223.13	129,223.13
11/01/26	130,000.00	4.625%	129,223.13	259,223.13
05/01/27	-		126,216.88	126,216.88
11/01/27	135,000.00	4.625%	126,216.88	261,216.88
05/01/28	-		123,095.00	123,095.00
11/01/28	145,000.00	5.250%	123,095.00	268,095.00
05/01/29	-		119,288.75	119,288.75
11/01/29	150,000.00	5.250%	119,288.75	269,288.75
05/01/30	-		115,351.25	115,351.25
11/01/30	155,000.00	5.250%	115,351.25	270,351.25
05/01/31	-		111,282.50	111,282.50
11/01/31	165,000.00	5.250%	111,282.50	276,282.50
05/01/32	-		106,951.25	106,951.25
11/01/32	175,000.00	5.250%	106,951.25	281,951.25
05/01/33	-		102,357.50	102,357.50
11/01/33	185,000.00	5.250%	102,357.50	287,357.50
05/01/34	-		97,501.25	97,501.25
11/01/34	195,000.00	5.250%	97,501.25	292,501.25
05/01/35	-		92,382.50	92,382.50
11/01/35	205,000.00	5.250%	92,382.50	297,382.50
05/01/36	-		87,001.25	87,001.25
11/01/36	215,000.00	5.250%	87,001.25	302,001.25
05/01/37	-		81,357.50	81,357.50
11/01/37	230,000.00	5.250%	81,357.50	311,357.50
05/01/38	-		75,320.00	75,320.00
11/01/38	240,000.00	5.600%	75,320.00	315,320.00
05/01/39	-		68,600.00	68,600.00
11/01/39	250,000.00	5.600%	68,600.00	318,600.00
05/01/40	-		61,600.00	61,600.00
11/01/40	265,000.00	5.600%	61,600.00	326,600.00
05/01/41	-		54,180.00	54,180.00
11/01/41	280,000.00	5.600%	54,180.00	334,180.00
05/01/42	-		46,340.00	46,340.00
11/01/42	295,000.00	5.600%	46,340.00	341,340.00
05/01/43	-		38,080.00	38,080.00
11/01/43	310,000.00	5.600%	38,080.00	348,080.00
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	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	5,135,000.00		4,063,650.65	9,198,650.65

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

	Principal	Coupon Rate	Interest	Bond Balance	
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

					Bond
	Principal	Coupon Rate	n Rate Interest Debt Service		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 2024 ASSESSMENTS

On-Roll Assessments									
Product/Parcel	Asse				024 O&M FY 2024 DS essment Assessment er Unit per Unit			FY 2023 Total Assessment per Unit	
Assessment Area Or	ne								
SF 43'	122	\$	273.41	\$	1,145.83	\$	1,419.24	\$	1,419.24
SF 53'	110		273.41		1,250.00		1,523.41		1,523.41
SF 63'	118		273.41		1,354.17		1,627.58		1,627.58
SF 43'	128		273.41		1,123.34		1,396.75		1,396.75
SF 63'	113		273.41		1,327.57		1,600.98		1,600.98
Total	591								

### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT



#### **RESOLUTION 2023-04**

#### A RESOLUTION OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 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 by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

**WHEREAS,** the Board of Supervisors of the District ("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 the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS,** the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

**SECTION 1. ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District's Board shall be held during Fiscal Year 2023/2024 as provided on the schedule attached hereto as **Exhibit A**.

**SECTION 2. FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file a schedule of the District's regular meetings annually with St. Johns County and the Florida Department of Economic Opportunity.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 23rd day of May, 2023.

Attest:

### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

#### Exhibit A

#### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

#### BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION
Beachwalk Clubhouse, 100 Beachwalk Club Dr, St Johns, FL, 32259

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 28, 2023	Regular Meeting	12:15 PM
January 23, 2024	Regular Meeting	12:15 PM
March 26, 2024	Regular Meeting	12:15 PM
April 23, 2024	Regular Meeting	12:15 PM
May 28, 2024	Regular Meeting	12:15 PM
July 23, 2024	Regular Meeting	12:15 PM
August 27, 2024	Regular Meeting	12:15 PM
September 24, 2024	Regular Meeting	12:15 PM

# CONSENT AGENDA

## UNAUDITED FINANCIAL STATEMENTS

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED APRIL 30, 2023

#### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS APRIL 30, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 224,312	\$-	\$-	\$ 224,312
Investments				
Reserve 2016 A-1	-	208,341	-	208,341
Reserve 2016 A-3	-	277,223	-	277,223
Revenue 2016 A-1	-	320,748	-	320,748
Revenue 2016 A-3	-	182,579	-	182,579
Interest 2016 A-1	-	137,819	-	137,819
Interest 2016 A-3	-	101,525	-	101,525
Prepayment 2016 A-1	-	13,958	-	13,958
Prepayment 2016 A-2	-	19,836	-	19,836
Principal 2016A-1	-	97	-	97
Principal 2016A-3	-	57	-	57
Construction 2015 BAN	-	-	4,391	4,391
Construction 2016 A-1	-	-	8,961	8,961
Construction 2016 A-2	-	-	3,179	3,179
Construction 2016 A-3	-	-	14,006	14,006
Due from Twin Creeks Ventures	7,829	-	-	7,829
Due from LGI Homes	5,973	-	-	5,973
Interest receivable	-	4,409	118	4,527
Total assets	\$ 238,114	\$ 1,266,592	\$ 30,655	\$ 1,535,361
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to Twin Creeks Ventures	-	19,319	-	19,319
Due to Lennar Homes	467	2,156	-	2,623
FPL Easement Transfer	3,400	-	-	3,400
Developer advance	2,500	-	-	2,500
Total liabilities	6,367	21,475	-	27,842
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	13,802	4,409	118	18,329
Total deferred inflows of resources	13,802	4,409	118	18,329
Fund balances:				
Restricted for:		1 0 4 0 7 0 0		4 0 4 0 7 0 0
Debt service	-	1,240,708	-	1,240,708
Capital projects	-	-	30,537	30,537
Unassigned Total fund balances	217,945	-	-	217,945
TOTAL TUNU DATATICES	217,945	1,240,708	30,537	1,489,190
Total liabilities, deferred inflows of				
resources and fund balances	\$ 238,114	\$ 1,266,592	\$ 30,655	\$ 1,535,361

#### CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 118	\$ 153,656	\$155,121	99%
Total revenues	118	153,656	155,121	99%
EXPENDITURES				
Professional & administrative				
Supervisors	-	861	6,459	13%
Management/accounting/recording	4,000	28,000	49,440	57%
Legal	1,482	2,257	10,000	23%
Engineering	-	-	5,000	0%
Audit	-	-	3,700	0%
Arbitrage rebate calculation	-	1,000	750	133%
Dissemination agent	83	583	1,000	58%
Trustee	-	7,000	10,500	67%
Telephone	17	117	200	59%
Postage	8	121	500	24%
Printing & binding	42	292	500	58%
Legal advertising	-	445	1,200	37%
Annual special district fee	-	175	175	100%
Insurance	-	9,771	10,300	95%
Contingencies/bank charges	-	3	750	0%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Total professional & administrative	5,632	51,330	101,389	51%
Field operations				
Landscape maintenance	1,306	7,838	16,000	49%
Lake bank maintenance	-	-	20,000	0%
Wetland maintenance	-	5,700	12,500	46%
Total field operations	1,306	13,538	48,500	28%
Other fees & charges				
Tax collector	-	3,067	3,232	95%
Total other fees & charges		3,067	3,232	95%
Total expenditures	6,938	67,935	153,121	44%
Excess/(deficiency) of revenues				
over/(under) expenditures	(6,820)	85,721	2,000	
Fund balances - beginning	224,765	132,224	78,005	
Fund balances - ending	\$217,945	\$ 217,945	\$ 80,005	

#### 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 APRIL 30, 2023

REVENUES		Current Nonth		Year to Date		Budget	% of Budget
	¢	F 4 7	¢	075 705	¢	000.054	000/
Assessment levy: on-roll	\$	517	\$	675,795	\$	682,851	99% N/A
Assessment prepayments Interest - 2016 A-1		-		26,990		-	N/A N/A
Interest - 2016 A-1		2,577		9,663 416		-	N/A N/A
Interest - 2016 A-2		76				-	N/A N/A
		2,129		8,524		-	
Total revenues		5,299		721,388		682,851	106%
EXPENDITURES							
Principal - 2016A-1		-		110,000		110,000	100%
Principal prepayment - 2016A-1		-		15,000		-	N/A
Principal - 2016A-3		-		65,000		65,000	100%
Interest - 2016A-1		-		140,980		279,005	51%
Interest - 2016A-3		-		103,231		204,756	50%
Total expenditures		-		434,211		658,761	66%
Other fees and charges							
Tax collector		-		13,488		14,226	95%
Total other fees and charges		-		13,488		14,226	95%
Total expenditures		-		447,699		672,987	67%
							0.70
Excess/(deficiency) of revenues over/(under) expenditures		5,299		273,689		9,864	
OTHER FINANCING SOURCES/(USES)							
Transfers out		-		(3,305)		-	N/A
Total other financing sources/(uses)		-		(3,305)		-	N/A
<b>o ( )</b>				<u>, - 1</u>			
Net change in fund balances		5,299		270,384		9,864	
Fund balance - beginning	1,	235,409		970,324		973,482	
Fund balance - ending	\$1,	240,708	\$	1,240,708	\$	983,346	
			-				

#### 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 APRIL 30, 2023

	Current Month	ear To Date
REVENUES Interest 2015 BAN Interest - 2016 A-1 Interest - 2016 A-2 Interest - 2016 A-3 Total revenues	\$ 17 34 13 54 118	\$ 71 188 67 290 616
EXPENDITURES Total expenditures Excess/(deficiency) of revenues over/(under) expenditures	 - - 118	 <u>-</u> - 616
OTHER FINANCING SOURCES/(USES) Transfers in Total other financing sources/(uses)	 	 3,305 3,305
Net change in fund balances Fund balances - beginning Fund balances - ending	\$ 118 30,419 30,537	\$ 3,921 26,616 30,537

# MINUTES

#### DRAFT

1 2 3 4	CREEKSIDE A	OF MEETING AT TWIN CREEKS /ELOPMENT DISTRICT
5	The Board of Supervisors of the Cre	ekside at Twin Creeks Community Development
6	District held a Regular Meeting on February 7	, 2023 at 12:15 p.m., at the Beachwalk Clubhouse,
7	100 Beachwalk Club Drive, St. Johns, Florida 3	2259.
8		
9 10	Present at the meeting, were:	
11	John Kinsey	Chair
12	Bryan Kinsey	Vice Chair
13	Jared Bouskila (via telephone)	Assistant Secretary
14	Andrew P. Sturm, Sr.	Assistant Secretary
15	James Hagan	Assistant Secretary
16		
17	Also present, were:	
18		
19	Daniel Rom	District Manager
20	Mark Watts	District Counsel
21	Greg Christovich	Public
22		
23		
24	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
25		
26	-	r at 12:27 p.m. Supervisors John Kinsey, Bryan
27		ervisor Bouskila attended via telephone. Mr. Rom
28	stated that he administered the Oath of O	ffice to Mr. Sturm and Mr. Hagan prior to the
29	meeting. Mr. Bouskila's notarized Oath of Offi	ce, dated February 3, 2023, is on record.
30		
31 32	SECOND ORDER OF BUSINESS	Public Comments
33	There were no public comments.	
34		
35 36 37 38 39	THIRD ORDER OF BUSINESS	Administration of Oath of Office to Elected Supervisors, Andrew Sturm, Sr. [SEAT 3], Jared Bouskila [SEAT 4] and James Hagan [SEAT 5] (the following will be provided in a separate package)

40 41		This item	was addressed duri	ng the First Order of Business. Mr. Bouskila is already
42	familia	ar with the	following items. Th	e following items were explained to Mr. Hagan and Mr.
43	Sturm	individually	/, before the meeting	:
44	Α.	Guide to S	unshine Amendmen	t and Code of Ethics for Public Officers and Employees
45	В.	Members	hip, Obligations and	Responsibilities
46	C.	Financial [	Disclosure Forms	
47		I. Fo	rm 1: Statement of F	inancial Interests
48		II. Fo	rm 1X: Amendment	o Form 1, Statement of Financial Interests
49		III. Fo	rm 1F: Final Stateme	nt of Financial Interests
50	D.	Form 8B -	Memorandum of Vo	ting Conflict
51				
52 53 54 55 56 57 58 59 60	FOUR		<b>DF BUSINESS</b> presented Resolutior	Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; Providing a Severability Clause; Providing for Conflict and Providing for an Effective Date
61	as foll	ows:		
62 63		Seat 4	Jared Bouskila	2 votes 4-Year Term
64 65 66 67 68 69 70 71	FIFTH	favor, Re Landowne Florida St	solution 2023-01, ers' Election of Sup atutes; Providing a for an Effective Date	ey and seconded by Mr. Bryan Kinsey, with all in Canvassing and Certifying the Results of the Pervisors Held Pursuant to Section 190.006(2), Severability Clause; Providing for Conflict and , was adopted. Consideration of Resolution 2023-02,
72 73 74				Designating Certain Officers of the District, and Providing for an Effective Date
75				2023-02. Mr. John Kinsey nominated the following slate:
76		Cha	air	John Kinsey

77		Vice Chair	Bryan Kinsey
78		Assistant Secretary	Andrew Sturm
79		Assistant Secretary	James Hagan
80		Assistant Secretary	Jared Bouskila
81		Assistant Secretary	Daniel Rom
82		No other nominations were made	. Prior appointments by the Board for Secretary,
83	Treas	surer and Assistant Treasurer remain ur	naffected by this Resolution.
84			
85			d seconded by Mr. Hagan, with all in favor,
86 87		Resolution 2023-02, Designating Ce and Providing for an Effective Date,	rtain Officers of the District, as nominated, was adopted.
88		,	I
89 90	SIXTH	HORDER OF BUSINESS	Discussion Items
91	51/11		
92	Α.	Twin Creek Drive	
93		Mr. Rom stated residents frequently	y ask when the final lift of asphalt will be done and
94	noted	d that some residents complained abou	It the numerous trucks in the community.
95		Mr. Hagan announced that he is also	on the HOA Board.
96		Mr. Bryan Kinsey provided the follow	ving update about Twin Creek Drive:
97	$\triangleright$	Regarding curbs, the first step in fixir	ng construction-related issues, is underway.
98	$\triangleright$	Neighborhood-wide curb repairs sho	uld be complete by March 15, 2023.
99	$\triangleright$	The second lift of asphalt will comm	nence in individual pods on or around April 1, 2023.
100	The c	contractors estimate that the project v	vill take two months, weather permitting; provided
101	there	are no contractor crew shortages, the	project should be completed by early June.
102		Discussion ensued regarding contra	actor crew shortages, work on Twin Creeks Drive,
103	const	ruction traffic and excavation of two p	arcels estimated to be complete in June.
104		Mr. Bryan Kinsey discussed planne	ed drainage improvements to the planters in the
105	island	ds on Twin Creek Drive before the final	lift of asphalt.
106		Discussion ensued regarding maintent	enance of Twin Creek Drive, which is a dedicated

portion of Heron Oaks Road, which is owned by the HOA, that connects the last phase ofBeacon Lakes.

110 Mr. Hagan stated a portion of the shoulder was sold to the Beacon Lakes HOA due to 111 the cost of maintenance. Beacon Lakes will own and maintain the shoulders and landscape the 112 berm. The consensus was that Beacon Lakes will be landlocked; all traffic will exit through the 113 areas in question.

Discussion ensued regarding traffic control and flashing signage at a school bus stop in the area. It will be addressed with Beacon Lakes.

Mr. Hagan noted that three stop signs on the multi-use path were removed on the east side of Twin Creek Drive due to incidents of Google, Apple and Amazon Artificial Intelligence (A.I.) cameras erroneously identifying the signs as vehicular traffic signs. One accident occurred as a result so the red stop signs were removed at the recommendation of the police and it was recommended that the CDD be notified. The posts and placards remain; the HOA placed the signs in storage. Mr. John Kinsey will work with Staff to address the issue.

122

#### B. Update to HOA Maintenance Agreement

Mr. Rom stated the previously approved HOA Maintenance Agreement did not include a description of services. He distributed a draft description of services developed in conjunction with Staff and the Vice Chair. Upon approval, the revised draft description will be presented to the HOA for input and inserted into the HOA Maintenance Agreement.

127 Discussion ensued regarding lake maintenance requirements.

128 A Board Member stated the Agreement does require anything required by permits.

129 A Board Member stated the overall spirit of the Agreement is to allow the HOA to take 130 the lead with lake maintenance because HOA staff is on site.

131 The consensus was for Mr. Bryan Kinsey to work with the HOA and Staff to prepare an 132 updated Agreement that includes the scope.

A Board Member noted that mailboxes in need of repair were identified.

- 133 C. Miscellaneous Matters
- 134

135

137

136 SEVENTH ORDER OF BUSINESS

**Consent Agenda Items** 

138 Mr. Rom presented the following:

4

139	Α.	Acceptance of Unaudited Financia	al Statements as of December 31, 2022					
140		Mr. Bouskila asked if the \$28,000 remaining in the Capital Projects Fund will be used to						
141	close	e out any remaining requirements. This item was deferred.						
142	в.	Approval of August 23, 2022 Publ	ic Hearing and Regular Meeting Minutes					
143	3 C. Approval of November 15, 2022 Landowners' Meeting Minutes							
144								
145 146			and seconded by Mr. Bryan Kinsey, with all in ad C, as presented, were approved.					
147 148								
149 150	EIGH	TH ORDER OF BUSINESS	Staff Reports					
151	Α.	District Counsel: Cobb Cole						
152	В.	District Engineer: Prosser, Inc.						
153	C.	Field Operations Liaison						
154		There were no Staff Reports.						
155	D.	District Manager: Wrathell, Hunt	and Associates, LLC					
156		• NEXT MEETING DATE: Mar	rch 28, 2023 at 12:15 P.M.					
157		• QUORUM CHECK						
158		The next meeting will be held on N	March 28, 2023, unless canceled.					
159								
160	NINT	H ORDER OF BUSINESS	Board Members' Comments/Requests					
161 162		There were no Board Members' co	omments or requests.					
163								
164	TENT	H ORDER OF BUSINESS	Public Comments					
165 166		There were no public comments.						
167								
168 169 170	ELEV	ENTH ORDER OF BUSINESS	Adjournment					
171 172		On MOTION by Mr. Bryan Kinsey favor, the meeting adjourned at 1	and seconded by Mr. John Kinsey, with all in :05 p.m.					

DRAFT

February 7, 2023

**CREEKSIDE AT TWIN CREEKS CDD** 

#### 5

178	Secretary/Assistant Secretary	Chair/Vice Chair
176 177		
175		
174		
173		

## STAFF REPORTS



April 17, 2023

Creekside at Twin Creeks Community Development District Attn: Daphne Gillyard, Director of Admin. c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Ste. 410W Boca Raton, FL 33431

Dear Ms. Gillyard:

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

Creekside at Twin Creeks CDD

994 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2023.

Please contact us if we may be of further assistance.

Sincerely,

Vicky C. Øakes Supervisor of Elections

VO/db

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT							
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE							
Beachwalk Clubhouse, 1	<b>LOCATION</b> 200 Beachwalk Club Drive, St. Johns, Flor	ida 32259					
DATE	POTENTIAL DISCUSSION/FOCUS	TIME					
November 15, 2022	Landowners' Meeting	1:00 PM					
November 15, 2022 CANCELED	Regular Meeting	1:00 PM					
January 17, 2023 rescheduled to January 24, 2023	Regular Meeting	12:15 PM					
January 24, 2023 rescheduled to February 7, 2023	Regular Meeting	12:15 PM					
February 7, 2023	Regular Meeting	12:15 PM					
March 21, 2023 rescheduled to March 28, 2023	Regular Meeting	12:15 PM					
March 28, 2023 CANCELED	Regular Meeting	12:15 PM					
April 18, 2023 rescheduled to April 25, 2023	Regular Meeting	12:15 PM					
April 25, 2023 CANCELED	Regular Meeting	12:15 PM					
May 16, 2023 rescheduled to May 23, 2023	Regular Meeting	12:15 PM					
May 23, 2023	Regular Meeting	12:15 PM					
July 18, 2023 rescheduled to July 25, 2023	Regular Meeting	12:15 PM					
July 25, 2023	Regular Meeting	12:15 PM					
August 15, 2023 rescheduled to August 22, 2023	Regular Meeting	12:15 PM					

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
August 22, 2023	Regular Meeting	12:15 PM
September 19, 2023 rescheduled to September 26, 2023	Regular Meeting	12:15 PM
September 26, 2023	Regular Meeting	12:15 PM