

# **CREEKSIDE AT TWIN CREEKS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**December 2, 2025**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
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

<https://creeksideattwincreeksbdd.net/>

November 25, 2025

### **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 Time**

Dear Board Members:

The Board of Supervisors of the Creekside at Twin Creeks Community Development District will hold a Public Hearing and Regular Meeting on December 2, 2025 at 12:45 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. Consideration of Resolution 2026-01, Amending Resolution 2025-10 to Reset the Date, Time, and Location of the Public Hearing Regarding the Adoption of Rules Relating to Parking Enforcement; Ratifying Publication of Notice of Such Hearing; and Providing an Effective Date
4. Public Hearing on Rule Relating to Overnight Parking and Parking Enforcement
  - A. Affidavits of Publication
  - B. Consideration of Resolution 2026-02, Adopting Parking Policies for the District; Providing for Severability, Providing for Conflicts; and Providing an Effective Date
5. Discussion/Consideration of ASAP Towing & Storage Vehicle Removal Agreement from Private Property
6. Consideration of Bold City Seal Services, LLC Agreement for Asphalt Repair Services
7. Consideration of Resolution 2026-03, Implementing Section 190.006(3), Florida Statutes, and Requesting that the St. Johns County Supervisor of Elections Conduct the District's General Elections; Providing for Compensation; Setting Forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

8. Discussion: Drain Boxes Throughout CDD Property (73 Fellbrook)
9. Updates
  - A. Mosquito Control Spraying
  - B. FECC Lake Bank Work (Maintenance Agreement)
10. Discussion/Consideration of Transferring General Funds to Bank United ICS Account
11. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Berger, Toombs, Elam, Gaines & Frank
  - A. Consideration of Resolution 2026-04, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024
12. Consent Agenda Items
  - A. Acceptance of Unaudited Financial Statements as of October 31, 2025
  - B. Approval of August 26, 2025 Public Hearing and Regular Meeting Minutes
13. Staff Reports
  - A. District Counsel: *Cobb Cole*
  - B. District Engineer: *Prosser, Inc.*
    - Annual Inspection Report
    - Drainage Walk Inspection Report
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - 1,046 Registered Voters in District as of April 15, 2025
    - NEXT MEETING DATE: January 27, 2026 at 12:15 PM
      - QUORUM CHECK

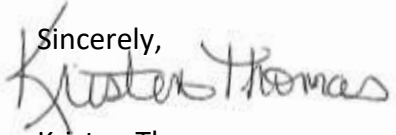
SEAT 1	LINDA DEVITO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOE WISNIEWSKI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	ANDREW P STURM, SR.	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	DAVID GOLDBERGER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	TODD FRIEDMAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests
15. Public Comments

16. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 517-5111.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kristen Thomas", written over a light gray rectangular background.

Kristen Thomas  
District Manager

**FOR BOARD AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 8664977**

# **CREEKSIDE AT TWIN CREEKS**

**COMMUNITY DEVELOPMENT DISTRICT**

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## RESOLUTION 2026-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2025-10 TO RESET THE DATE, TIME, AND LOCATION OF THE PUBLIC HEARING REGARDING THE ADOPTION OF RULES RELATING TO PARKING ENFORCEMENT; RATIFYING PUBLICATION OF NOTICE OF SUCH HEARING; AND PROVIDING 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*, as amended, and

**WHEREAS**, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2025-10, Amending Resolution 2025-03 to Reset the Date, Time, and Location of the Public Hearing Regarding the Adoption of Rules Relating to Parking Enforcement, pursuant to Chapter 190, *Florida Statutes*, for August 26, 2025, at 12:15 p.m. at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259; and

**WHEREAS**, the Board desires to ratify the action of District staff to change the date of the public hearing.

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

**SECTION 1. PUBLIC HEARING RESET.** Resolution 2025-10 is hereby amended to reflect that the public hearing is reset to be held at the following date, time, and location:

Date: December 2, 2025

Time: 12:45 p.m.

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

**SECTION 2. RESOLUTION 2025-10 OTHERWISE REMAINS IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolution 2025-10 continue in full force and effect.

**SECTION 3. 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.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 2nd day of December, 2025.

ATTEST:

**CREEKSIDE AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **CREEKSIDE AT TWIN CREEKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4A**

# LOCALiQ

## FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

### **AFFIDAVIT OF PUBLICATION**

Daphne Gillyard  
Creekside At Twin Creeks Cdd  
2300 Glades Rd, Ste 410W

Boca Raton FL 33431

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 10/22/2025  
SAG staugustine.com 10/22/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/22/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$75.44

Tax Amount: \$0.00

Payment Cost: \$75.44

Order No: 11769214

Customer No: 765276

PO #:

# of Copies:

1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

### **NOTICE OF RULE DEVELOPMENT CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, Florida Statutes, the Creekside at Twin Creeks Community Development District ("District") hereby gives notice of its intent to develop a rule entitled, Rule Relating to Parking and Parking Enforcement ("Proposed Rule"). The Proposed Rule number is PARKING-2026-01. The Proposed Rule will address such areas as parking and towing of vehicles on District property, notice regarding the same, and other District penalties related to the same. The purpose and effect of the Proposed Rule is to provide for efficient and effective District operations for the benefit of District residents and the public. The specific grant of rule-making authority for the adoption of the Proposed Rule includes sections 120.54 and 190.011, Florida Statutes. The specific laws implemented in the Proposed Rule include, but are not limited to, 120.69, 190.012, 190.035 and 190.041 Florida Statutes. A public hearing will be conducted by the District on **Tuesday, December 2, 2025 at 12:45 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259.**

Additional information regarding the public hearing may be obtained from the District's website, <https://creeksideattwincreeksdcd.net> or by contacting the District Manager, Kristen Thomas, at [thomask@whhassociates.com](mailto:thomask@whhassociates.com) or by calling (561) 571-0010. A copy of the Proposed Rule may be obtained by contacting the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010.  
Kristen Thomas  
District Manager

# LOCALiQ

## FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

### AFFIDAVIT OF PUBLICATION

Creekside At Twin Creeks Cdd  
Creekside At Twin Creeks Cdd  
2300 Glades Rd, Ste 410W

Boca Raton FL 33431

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 10/29/2025  
SAG staugustine.com 10/29/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/29/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$146.16	
Tax Amount:	\$0.00	
Payment Cost:	\$146.16	
Order No:	11786224	# of Copies:
Customer No:	765276	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS  
Notary Public  
State of Wisconsin

#### NOTICE OF RULEMAKING FOR THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT (PARKING RULES)

In accordance with Chapters 120 and 190, Florida Statutes, the Creekside at Twin Creeks Community Development District ("District") hereby gives the public notice of its intent to promulgate a rule entitled *Rule Relating to Parking and Parking Enforcement* ("Proposed Rule"). The Proposed Rule number is PARKING-2026-01. Prior notice of rule development was published in the St Augustine Record on October 22, 2025. A public hearing will be conducted by the Board of Supervisors of the District on December 2, 2025, at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259, at 12:45 p.m. The purpose and effect of the Proposed Rule is to provide for efficient and effective District operations for the benefit of District residents and the public. The Proposed Rule includes the District's right to impose a fine up to \$1,000 plus attorney's fees for a violation of the Proposed Rule. The Proposed Rule may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. For more information regarding the public hearing, the Proposed Rule, or for a copy of the Proposed Rule, please contact the District Manager c/o Wrathell, Hunt, and Associates, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, thomask@whhassociates.com, (561) 571-0010. The specific grant of rulemaking authority for the adoption of the Proposed Rule includes sections 120.54 and 190.011, Florida Statutes. The specific laws implemented in the Proposed Rule include, but are not limited to, 120.69, 190.012, 190.035 and 190.041, Florida Statutes. Pursuant to Sections 190.011(5) and 190.012(3), Florida Statutes, the Proposed Rule will not require legislative ratification. A statement of estimated regulatory costs, as defined in Section 120.54(2), Florida Statutes, has not been prepared relative to the Proposed Rule. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office. The public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearings, staff or Supervisors may participate in the public hearing by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearings is asked to advise the District Manager's Office at least forty-eight (48) hours prior to the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office. Kristen Thomas  
District Manager  
Pub: Oct 29, 2025; #11786224

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4B**

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING PARKING POLICIES FOR THE DISTRICT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the Creekside at Twin Creeks Community Development District (“District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing public infrastructure, improvements, and services to the lands within the District; and

**WHEREAS** the Board of Supervisors (“Board”) is authorized pursuant to Sections 190.011 and 190.035, Florida Statutes, to adopt rules, regulations, policies, and orders necessary for the operation and maintenance of District facilities and properties; and

**WHEREAS** the Board finds that it is in the best interests of the District and its landowners and residents to adopt Parking Policies to promote the safe and orderly use of District roads and facilities; and

**WHEREAS** the District Manager has prepared and presented to the Board the proposed Parking Policies attached hereto as Exhibit “A”; and

**WHEREAS** the Board has reviewed the proposed Parking Policies and determined that their adoption is necessary and appropriate.

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference as findings of fact.

SECTION 2. The Board hereby adopts the Parking Policies attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 3. The District Manager, District Counsel, and other appropriate staff and consultants are hereby authorized and directed to implement and enforce the Parking Policies as adopted.

SECTION 4. 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.

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

PASSED AND ADOPTED this 2nd day of December, 2025.

CREEKSIDE AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

ATTEST:

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

**EXHIBIT “A”**

**CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
RULE RELATING TO PARKING AND PARKING ENFORCEMENT**

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**In accordance with Chapter 190, Florida Statutes, and on December 2, 2025 at a duly noticed public meeting, and after a public hearing, the Board of Supervisors of the Creekside at Twin Creeks Community Development District (“District”) adopted the following rule to govern parking and parking enforcement on District property.**

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**(1) Introduction:** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This Rule authorizes the towing/removal of unauthorized vehicles and vessels parked on District property designated as Tow-Away Zones, which are identified on **Exhibit A** attached hereto and incorporated herein by this reference.

**(2) Designated Parking Areas:** Vehicles and vessels may be parked on District property only as set forth below:

- a. DISTRICT AND COUNTY ROADWAYS.** Please refer to Chapter 316, *Florida Statutes*, and Part 6.05.00, St. Johns County Land Development Code, for laws related to authorized and unauthorized parking of vehicles or vessels on District and County property including roadways.
- b. OTHER DISTRICT PROPERTY.** For all other District property, no parking is permitted at any time, except that vehicle parking is permitted for District staff and/or District vendors/contractors in connection with District business.

**(3) Establishment of Tow-Away Zone.**

- a. DISTRICT TOW-AWAY ZONES.** All District property in which parking is prohibited as set forth in Section (2) herein is identified in **Exhibit A** and is hereby declared a Tow-Away Zone.
- b. DISTRICT AND COUNTY ROADWAYS.** In the event that a vehicle is parked on District or County roadways in contravention of state law and/or local ordinances, the District Manager or his/her designee shall contact the St. Johns County Sheriff’s Office to enforce such parking regulations.

**(4) Exceptions.**

- a. DISTRICT STAFF/EMPLOYEES.** District Staff and employees may park vehicles in Tow -Away Zones without charge in order to facilitate District business.

- b. **VENDORS/CONTRACTORS.** The District Manager or his/her designee may authorize in writing vendors/contractors to park company vehicles without charge and in order to facilitate District business; provided, however, that such authorization is limited to active projects or construction/maintenance related activities, and in no event shall such vehicles be left parked or idle on District property for extended periods of time. All vehicles so authorized must be identified by a vendor window pass or have company vehicle signage clearly visible. Unless written authorization is provided, no vehicle used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services.

(5) **Restriction on Leaking Vehicles.** No vehicle or vessel that is leaking oil, fuel, coolant, hydraulic fluid, or any other substance that may cause damage to or deterioration of District property, including District roadways, may be parked or operated on any portion of District property.

(6) **Towing/Removal Procedures.**

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations in the areas identified in Section (3) herein, and shall identify the hours in which the area is designated as a Tow-Away Zone, if applicable, in accordance with section 715.07, *Florida Statutes*.
- b. **TOWING AND REMOVAL AUTHORITY.** To effect towing/removal of a vehicle or vessel, the District Manager or his/her designee must verify that the subject vehicle or vessel was not authorized to park under this Rule during the period in question, and then must contact a firm authorized by Florida law to tow/remove vehicles and vessels for the removal of such unauthorized vehicle or vessel at the owner's expense. The vehicle or vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and vessels from the District's Tow-Away Zones in accordance with Florida law and with the policies set forth herein.

(7) **Other District Penalties.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney's fees as a contractual lien or as otherwise provided by Florida law.

**(8) Parking at Your Own Risk.** The District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or vehicles or vessels parked on District property.

**(9) Sovereign Immunity.** Nothing herein shall constitute or be construed as a waiver of the District's limitation on liability contained in Section 768.28, *Florida Statutes*, or applicable statutes or law.

Effective date: December 2, 2025

# **CREEKSIDE AT TWIN CREEKS**

**COMMUNITY DEVELOPMENT DISTRICT**

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## VEHICLE REMOVAL AGREEMENT FROM PRIVATE PROPERTY

Private property towing means towing or removal of a vehicle without the consent of the vehicle's owner or operator that is parked on private real property.

Property owner - any person who exercises dominion and control of the real property, it is not limited to the legal title holder, lessee, a resident manager or other agent who has legal authority to remove abandoned vehicles.

In valuable consideration, in which receipt of agreement hereby acknowledges, provider shall be customer's exclusive tow service provider for a period term of one (1) year from the date below. This towing service agreement may be cancelled at any time with a 30 day written notice of termination to ASAP Towing & Storage Co..

Property manager/agent: \_\_\_\_\_ email: \_\_\_\_\_

Name of property location: \_\_\_\_\_

Name or title of person authorized to have vehicle(s) removed: \_\_\_\_\_

Address of REAL property from which vehicle(s) to be removed: \_\_\_\_\_

The time and days of the week authorized to remove unauthorized vehicles: 24 hours a day/7 days a week

The vehicle removed will be stored at ASAP Towing and Storage Co., Inc. at the indicated location:

10053 103rd St., Jacksonville ☐    5505 Shad Rd., Jacksonville ☐    3801 Whitehall St., Jacksonville ☐

722 S. 10th St., Jacksonville Beach ☐    4640 Avenue B, St. Augustine ☐

Authorized under Jacksonville ordinance code. Towing site shall not be more than 10 radius miles from where tow originates.

Signature of Agent/Leasee: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed name of Agent/Leasee: \_\_\_\_\_ Phone: \_\_\_\_\_

ASAP Towing & Storage Customer Service Representative \_\_\_\_\_

Each company representative has read and is in agreement with the provisions of the Florida Statute 715.07 and the provisions of this chapter.

A copy of this agreement will be kept on file until further notified by property owner.

Call us at 24/7 Live Dispatch: 771-7111 for all towing service needed.

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

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**AGREEMENT BETWEEN THE CREEKSIDE AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT AND BOLD CITY SEAL SERVICES, LLC FOR  
ASPHALT REPAIR SERVICES**

**THIS AGREEMENT** is made and entered into this 2nd day of December, 2025,  
by and between:

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

and

**Bold City Seal Services, LLC**, a Florida limited liability company, with its principal address at 2220 CR 210 W, Suite 108, PMB120, Jacksonville, FL 32259 (the "Contractor").

**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 engage the Contractor to provide certain asphalt repair and related site restoration services on District-owned property, including the cutting, removal, and replacement of damaged pavement areas as more particularly described in the Contractor's quotation; and

**WHEREAS**, the Contractor has submitted to the District a written quotation setting forth the scope of work, unit quantities, and pricing for the asphalt repair services, which shall be attached hereto and incorporated as Exhibit "A"; and

**WHEREAS**, the District and Contractor desire to enter into this Agreement to formalize their respective rights and obligations for performance of the work described herein.

**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 Contractor (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. SCOPE OF WORK.** Contractor shall perform all work and furnish all materials, equipment, and labor necessary to complete asphalt repairs in accordance with Exhibit "A". The work includes cutting damaged pavement, hauling debris offsite, and installing up to two inches (2") of compacted Type SP9.5 hot mix asphalt to balance and match surrounding pavement, totaling approximately 450 square feet (50 square yards).

**SECTION 3. COMPENSATION AND PAYMENT TERMS.** The District shall pay Contractor the total amount of as set forth in Exhibit "A" for completion of the work described, subject to any approved change orders. Payment terms shall be Net 30 days from receipt of a proper invoice from Contractor. No retainage shall be withheld. All delinquent payments shall accrue interest at 1.5% per month.

**SECTION 4. TERM.** The price and terms stated in the Quotation are valid for thirty (30) days from the date of the Quotation unless otherwise amended by Contractor. Contractor shall endeavor to meet the agreed completion schedule with best efforts but does not guarantee completion by any specific date.

**SECTION 5. INSURANCE.** Contractor shall maintain, at its own expense during the term of this Agreement, insurance coverage customarily carried by contractors performing similar work, including general liability, automobile liability, and worker's compensation insurance, as required by Florida law. Contractor shall provide proof of such coverage upon request by the District and shall name the District as an additional insured to the extent permitted by law.

**SECTION 6. INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the District and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of work under this Agreement, provided that such claim is caused by the negligent act or omission of Contractor, its employees, agents, or subcontractors.

**SECTION 7. TERMINATION.** Contractor reserves the right to terminate this agreement in whole or in part if: (a) District fails to perform in accordance with any of the requirements of the agreement or (b) District becomes insolvent or suspends any of its operations; or (c) if any petition is filed or proceeding commenced by or against District under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to the Contractor and the Contractor shall recover all costs associated with termination for all work performed and materials ordered and any lost profit on the balance of the uncompleted agreement. Contractor reserves the right to terminate this agreement without cause by providing fifteen (15) days written notice. The District may terminate this Agreement if Contractor fails to perform in accordance with its terms or any other material breach and fails to cure such breach within fifteen (15) days after receipt of written notice specifying the nature of the default. In the event of termination, Contractor shall be compensated for work performed to date and materials ordered, including reasonable profit on uncompleted work.

**SECTION 8. RIGHT TO CURE.** Should there be any deficiency or defect in the Contractor's work or breach of any provision of the agreement, the contracting party must provide written notice to the Contractor within three (3) days of when the incident was or should have been discovered. Contractor shall have seven (7) days to remediate or cure, or provide a reasonable plan, any defect, deficiency or breach. Failure to provide timely notice or afford Contractor the opportunity to cure shall result in a waiver of any claim against the Contractor or its subcontractor or vendor.

**SECTION 9. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

**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. 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 Contractor.

**SECTION 12. 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:**

Bold City Seal Services, LLC  
2220 CR 210 W, Suite 108, PMB120  
Jacksonville, FL 32259  
Email: [boldcityseal@gmail.com](mailto:boldcityseal@gmail.com)

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 Contractor may deliver Notices on behalf of the District and the Contractor. 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 13. CONTROLLING LAW.** The agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from or related to this agreement shall be in Duval County, Florida unless an action is brought pursuant to Ch. 713, F.S. Parties agree to waive trial by Jury. In the event there is a claim that the parties are unable to resolve, as a condition precedent to filing any litigation the parties must engage in a formal good faith mediation with each party responsible for its own attorney fees and ½ of the cost of the mediator. This requirement does not limit Contractor's right to pursue a claim pursuant to Ch. 713, F.S.

**SECTION 14. NON-DISPARAGEMENT.** Parties agree not to make, or have made, any disparaging statements about the other, including its employees, agents and officers, unless required by law.

**SECTION 15. SEVERABILITY.** Should a Court of competent jurisdiction determine that if any part of the agreement is deemed invalid, the remaining parts of the agreement shall still be considered valid and enforceable.

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

Attest:

**CREEKSIDE AT TWIN CREEKS  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_

Print Name

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 2025

STATE OF FLORIDA }

COUNTY OF \_\_\_\_\_}

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as Chair/Vice-Chair of the Board of Supervisors for **CREEKSIDE AT TWIN CREEKS 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:

Attest:

**BOLD CITY SEAL SERVICES LLC**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_

Print Name

STATE OF FLORIDA }

COUNTY OF \_\_\_\_\_}

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of **BOLD CITY SEAL SERVICES LLC**. He or she is personally known to me or 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:

## Exhibit "A"

### Scope of Services



**Bold City Seal**  
2220 CR210 W. Suite 108. PMB120  
Jacksonville, FL 32259  
boldcityseal@gmail.com

**Estimate**

#### ADDRESS

Kristen Thomas  
Creekside at Twin Creeks CDD  
2300 Glades Road  
Suite 410W  
Boca Raton, FL 33431

#### SHIP TO

Creekside at Twin Creeks  
50 Tree frog lane  
St. augustine fl 32095

ESTIMATE #	DATE	EXPIRATION DATE
2282	05/08/2025	06/08/2025

ACTIVITY	QTY	RATE	AMOUNT
<b>Asphalt Repairs</b> Cut pavement of damaged asphalt, haul debris offsite and install up to 2" of compacted type SP9.5 hot mix to balance and match surrounding pavement. Asphalt repair to consist of approx. 45 LF by approx. 10ft wide (to center joint) = 450sf/50sy.	450	12.6894444	5,710.25
TOTAL			<b>\$5,710.25</b>

Accepted By

Accepted Date

### **Quotation Special Conditions**

**Contract Documents.** Notwithstanding any language to the contrary, this Quote with Special Conditions shall be part of the contract documents ("agreement") and in the event of any conflict with any other provision(s) of the agreement these Special Conditions shall take precedence.

**Term. Bold City Seal Services, LLC** ("Contractor") shall endeavor to meet the completion schedule with its best efforts but does not warrant or guarantee completion of its work for any specific time. The price quoted is valid for thirty (30) days from the date on the quote unless the quote is amended or rescinded by Contractor.

**Termination:** Contractor reserves the right to terminate this agreement in whole or in part if: (a) Owner fails to perform in accordance with any of the requirements of the agreement or (b) Owner becomes insolvent or suspends any of its operations; or (c) if any petition is filed or proceeding commenced by or against Owner under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to the Contractor and the Contractor shall recover all costs associated with termination for all work performed and materials ordered and any lost profit on the balance of the uncompleted agreement. Contractor reserves the right to terminate this agreement without cause by providing fifteen (15) days written notice.

**Right to Cure.** Should there be any deficiency or defect in the Contractor's work or breach of any provision of the agreement, the contracting party must provide written notice to the Contractor within three (3) days of when the incident was or should have been discovered. Contractor shall have seven (7) days to remediate or cure, or provide a reasonable plan, any defect, deficiency or breach. Failure to provide timely notice or afford Contractor the opportunity to cure shall result in a waiver of any claim against the Contractor or its subcontractor or vendor.

**Payment:** By accepting the agreement with these conditions, the contracting party agrees that payment terms shall be Net 30 days from receipt of an invoice from the Contractor. No retainage will be withheld. All delinquent payments shall accrue interest at the rate of 1 ½% per month.

**Changes:** All changes to the agreement must be approved in writing by both parties.

**Compliance with Laws:** Both parties certify that in performing under the agreement, they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders. Contractor will not quote or perform any work that requires a license or certification.

**Applicable law and Venue:** The agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from or related to this agreement shall be in Duval County, Florida unless an action is brought pursuant to Ch. 713, F.S. **Parties agree to waive trial by Jury.** In the event there is a claim that the parties are unable to resolve, as a condition precedent to filing any litigation the parties must engage in a formal good faith mediation with each party responsible for its own attorney fees and ½ of the cost of the mediator. This requirement does not limit Contractor's right to pursue a claim pursuant to Ch. 713, F.S.

**Limitation of Liability.** Contractor's total liability shall not exceed the total compensation received by the Contractor under this Agreement. Further, Contractor shall not be liable for any indirect, incidental, or consequential damages.

**Non- Disparagement.** Parties agree not to make, or have made, any disparaging statements about the other, including its employees, agents and officers, unless required by law.

**Severability.** Should a Court of competent jurisdiction determine that if any part of the agreement is deemed invalid, the remaining parts of the agreement shall still be considered valid and enforceable.

# **CREEKSIDE AT TWIN CREEKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

## RESOLUTION 2026-03

### 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 CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

**WHEREAS**, the 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 held by Andrew P. Sturm, Sr., Seat 4, currently held by David Goldberger, and Seat 5, currently held by Todd Friedman, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, 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 2026, 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 2ND DAY OF DECEMBER, 2025.**

**CREEKSIDE AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

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**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 8, 2026, and close at noon on June 12, 2026. 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 three (3) seats up for election, specifically seats 3, 4 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 3, 2026, 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**

**8**

## Brendha Silva

---

**From:** Kristen Thomas  
**Sent:** Monday, November 3, 2025 3:14 PM  
**To:** Daphne Gillyard; Gianna Denofrio; Ruta Viola  
**Cc:** Kristen Thomas  
**Subject:** Creekside at Twin Creeks CDD- agenda discussion

Please add email to agenda:

Discussion: Drain Boxes throughout CDD property- 73 Fellbrook

Thank you,

**Kristen Thomas**  
District Manager  
Wrathell, Hunt and Associates, LLC  
Phone: 561.571.0010  
Toll Free: 877.276.0889  
Fax: 561.571.0013  
Cell: 561.517.5111  
E-Mail: [thomask@whhassociates.com](mailto:thomask@whhassociates.com)

**Mailing Address (for all payments sent via US Mail):**  
P.O. Box 810036  
Boca Raton, FL 33481

**Physical Address (for all payments sent via express services):**  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

**[www.whhassociates.com](http://www.whhassociates.com)**

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this office. Instead, contact this office by phone or in writing.

---

**From:** Andrew Sturm CDD <apsturm@creeksideattwincreekscdd.net>  
**Sent:** Sunday, November 2, 2025 8:05 PM  
**To:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** I'll call you tomorrow about these

Hope you had a happy Halloween! I'll talk to you tomorrow to explain more about these pictures.

Kindly  
Andrew Sturm





















# **CREEKSIDE AT TWIN CREEKS**

**COMMUNITY DEVELOPMENT DISTRICT**

9

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9B**

# AIA<sup>®</sup> Document F102™ – 2023

## **Maintenance Agreement for As-Needed Maintenance Work**

**AGREEMENT** made as of the « » day of « August » in the year « 2024 »  
(In words, indicate day, month, and year.)

**BETWEEN** the Client:  
(Name, legal status, address, and other information)

« Creekside at Twin Creeks CDD »« »  
« c/o Daniel, Rom, District Manager »  
« 2300 Glades Road, Suite 410W »  
« Boca Raton, FL 33431 »

and the Contractor:  
(Name, legal status, address, and other information)

« Florida East Coast Construction #1 »« LLC »  
« 102 Riverside Drive »  
« Satsuma, FL 32189 »  
« »

for the following **FACILITIES**:  
(Name, location, and detailed description)

« CDD Infrastructure (on-site or off-site) »

The Client and Contractor agree as follows.

## TABLE OF ARTICLES

1	MAINTENANCE WORK AND PARTY REPRESENTATIVES
2	COMPENSATION
3	PAYMENT TERMS
4	INSURANCE
5	CLIENT
6	CONTRACTOR
7	MISCELLANEOUS PROVISIONS
8	TERMINATION
9	OTHER TERMS AND CONDITIONS
10	ATTACHMENTS

### ARTICLE 1 MAINTENANCE WORK AND PARTY REPRESENTATIVES

#### § 1.1 Maintenance Work

§ 1.1.1 The term “Maintenance Work” means the construction or services, whether completed or partially completed, required by this Agreement, and includes all labor, supplies, materials, equipment, and services required to be provided by the Contractor to fulfill the Contractor’s obligations under this Agreement.

§ 1.1.2 The Contractor shall perform the following Maintenance Work:

*(Describe the Maintenance Work or identify an exhibit, attachment, drawings, or specifications that describe the Maintenance Work.)*

« See Exhibits A (269 Silver Reef); B (432 Sweet Oak); C (590 Brooms Edge) D (284 Silver Reef) »

§ 1.1.3 The Maintenance Work shall commence on «08/19/2024» and be completed on or by «10/19/2024». These dates are subject to adjustments as provided in this Agreement. Time limits stated herein are of the essence of this Agreement.

§ 1.1.4 If the Contractor fails to achieve completion as provided in Section 1.3, and continues to fail to achieve completion within ten (10) days of notice from Client, Client may terminate Contractor and seek all direct, indirect and consequential damages incurred by Client as a result of the failure to complete. Reasonable accommodation shall be made for delays caused by weather, the Client, acts of God, force majeure, or otherwise out of the control of Contractor or its subcontractors.

§ 1.1.5 The term “Facilities” means buildings, structures, stormwater improvements, roadways, parking areas, or sites where Maintenance Work is performed. Facilities are identified on page 1 of this Agreement.

#### § 1.2 Party Representatives for this Agreement

§ 1.2.1 The Client shall designate in writing a representative who shall have express authority to bind the Client with respect to all matters pertaining to this to this Agreement. The Client’s representative for this Agreement is identified as follows:

*(List name, address, email, and other information.)*

« Daniel Rom (or his authorized designee) »

« 877-276-0889 »

« romd@whhassociates.com »

« »

« »

« »

**§ 1.2.2** The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters pertaining to this Agreement. The Contractor's representative for this Agreement is identified as follows:

*List name, address, email, and other information.)*

«Florida East Coast Construction »

Jason Johns»

« 102 Riverside Drive

Satsuma, Florida 33431

JJohns@FECC1.com»

« 904-445-0421»

« »

« »

## **ARTICLE 2 COMPENSATION**

**§ 2.1** The Client shall pay the Contractor for the Maintenance Work of this Agreement as follows:

*(Insert below payment amounts. Also, insert the timing for payments, if different from what is set forth in Section 3.1.)*

« Per the pricing on Exhibits A – C, in accordance with Article 3 below. »

**§ 2.2** The Contractor shall submit invoices to the Client's representative identified in Article 1 of this Agreement, unless otherwise indicated below:

*(If the Contractor is required to submit invoices to someone other than the Client's representative, identify that person below.)*

« »

**§ 2.3** Retainage requirements:

*(List any requirements for retainage, including the percentage amount of each payment to the Contractor that the Client may withhold and a time when the Client is required to pay the retainage amounts withheld.)*

« N/A »

## **ARTICLE 3 PAYMENT TERMS**

**§ 3.1** Unless otherwise agreed in this Agreement, the Contractor shall submit to the Client an itemized invoice for services performed and amounts due on the first business day of each month. The Client shall pay amounts due within 30 days after the receipt of an invoice. Invoices shall be supported by data substantiating the Contractor's right to payment as the Client may reasonably require, such as evidence of payments made to, and releases and waivers of liens from, subcontractors and suppliers. Each invoice shall include (1) the date or date range on which the Maintenance Work was performed, (2) a detailed description of the Maintenance Work performed, and (3) the location where the Maintenance Work was performed. The Contractor shall submit invoices to the Client's representative identified in Article 1.

**§ 3.2** An invoice shall not include requests for payment on account of changes in the Maintenance Work unless the changes have been agreed to in a written amendment to this Agreement.

**§ 3.3** The Contractor shall promptly pay each subcontractor and supplier, if any, upon receipt of payment from the Client, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. The Client shall not have an obligation to make payments to a subcontractor or supplier.

§ 3.4 Payments of undisputed amounts due and unpaid by the Client shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place where the Maintenance Work is performed.

*(Insert rate of interest agreed upon, if any.)*

« » % « »

§ 3.5 The Client shall be permitted to withhold payments to the Contractor pertaining to this Agreement to offset amounts in dispute under a separate agreement or payments due under one Exhibit to offset amounts in dispute under a separate Exhibit.

§ 3.6 Upon receipt of a final invoice for the Maintenance Work, the Client may inspect the Maintenance Work to determine whether the Maintenance Work is complete. When the Client finds the Maintenance Work is complete, the Client shall make final payment of all remaining amounts due for this Agreement. As a condition to final payment, the Client may require the Contractor to submit releases and waivers of liens, contractor's final affidavits, and other documentation establishing payment or satisfaction of obligations arising out of this Agreement.

§ 3.7 Acceptance of final payment by the Contractor, a subcontractor, or supplier shall constitute a waiver of claims and demands for payment by that payee in connection with this Agreement, except for claims and demands previously made in writing and identified by that payee as unsettled at the time of the final invoice. Final payment by the Client does not constitute a waiver of warranties or claims for defective or incomplete work.

#### ARTICLE 4 INSURANCE

##### § 4.1 Contractor's Insurance

§ 4.1.1 The Contractor shall purchase and maintain insurance coverage required in this Section 4.1. The Contractor shall maintain the following types and limits of insurance for the duration of the Agreement Term and until completion of Maintenance Work performed under this Agreement subject to the terms and conditions set forth in this Section 4.1. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Maintenance Work is located.

§ 4.1.2 Commercial General Liability insurance, written on an occurrence form, with policy limits of not less than « One Million Dollars » (\$ « 1,000,000.00 » ) each occurrence, « One Million » (\$ « 1,000,000.00 » ) general aggregate, and « One Million Dollars » (\$ « 1,000,000.00 » ) aggregate for products-completed operations hazard.

§ 4.1.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million Dollars » (\$ « 1,000,000.00 » ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 4.1.4 Workers' Compensation at statutory limits.

§ 4.1.5 Employers' Liability with policy limits not less than « One Hundred Thousand Dollars » (\$ « 100,000.00 » ) each accident, « One Hundred Thousand Dollars » (\$ « 100,000.00 » ) each employee, and « Five Hundred Thousand » (\$ « 500,000.00 » ) policy limit.

##### § 4.1.6 Other Insurance and Bonds Provided by the Contractor

*(List below any other insurance coverage and bonds to be provided by the Contractor, such as professional liability insurance, inland marine insurance, equipment insurance, fidelity bond, asbestos abatement liability insurance, pollution liability insurance, or builder's risk insurance, and any applicable limits.)*

##### Coverage

##### Limits

##### Bond Types

##### Penal Sum (\$0.00)

§ 4.1.7 To the fullest extent permitted by law, the Contractor shall cause the Commercial General Liability coverage required by this Section 4.1 to include (1) the Client as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Client as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Client's general liability insurance policies and shall apply to both ongoing and completed operations.

§ 4.1.8 The Contractor shall provide certificates of insurance acceptable to the Client evidencing compliance with the requirements in this Article 4 at the following times: (1) prior to commencement of Maintenance Work; (2) upon extension, renewal, cancellation, termination, or replacement of each required policy of insurance; and (3) upon the Client's written request.

## § 4.2 Client's Insurance

§ 4.2.1 The Client shall maintain the Client's usual liability insurance and property insurance. The Client shall promptly notify the Contractor of material changes in these insurance coverages.

### § 4.2.2 Other Insurance Provided by the Client

*(List below any other insurance coverage to be provided by the Client, such as builder's risk, loss of use, business interruption, delay in completion, or cyber security, and any applicable limits.)*

Coverage	Limits

§ 4.3 The Client and Contractor waive all rights against each other and any of their subcontractors, suppliers, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Facilities and other property, except such rights as they have to the proceeds of such insurance.

## ARTICLE 5 CLIENT

### § 5.1 Information and Services Required of the Client

Upon the Contractor's written request, the Client shall furnish information about the Facilities that is reasonably necessary for the Contractor to perform the Maintenance Work.

#### § 5.1.1 Facilities Access

*(Identify any requirements for the Contractor to access the Facilities, such as security protocols or background checks.)*

« »

#### § 5.1.2 Work Schedule Restrictions

*(List any schedule requirements regarding the Contractor's ability to perform Maintenance Work at the Facilities. For example, indicate if the Contractor is only allowed to perform Maintenance Work during certain hours or on certain days of the week.)*

« »

### § 5.2 Client's Right to Stop the Maintenance Work and Carry Out the Maintenance Work

If the Contractor fails to correct Maintenance Work that is not in accordance with this Agreement, the Client may direct the Contractor in writing to stop the Maintenance Work until the correction is made. If the Contractor defaults or neglects to perform the Maintenance Work in accordance with this Agreement and fails, within a seven-day period after receipt of written notice from the Client, to commence and continue correction of such default or neglect with diligence and promptness, the Client may, without prejudice to other remedies, correct such deficiencies. In such case, the Client may withhold or nullify payments to the Contractor on this Agreement, in whole or in part, to the extent reasonably necessary to reimburse the Client for the cost of correction.

### **§ 5.3 Suspension by the Client for Convenience**

The Client may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Maintenance Work, in whole or in part, for such period of time as the Client may determine. The Contractor's compensation shall be adjusted for increased costs resulting from the suspension, delay, or interruption of the Maintenance Work, including reasonable costs to demobilize and remobilize its work force and equipment. The Contractor's period for performance shall be adjusted to account for delays caused by such suspension, delay, or interruption of the Maintenance Work. Adjustment of the Contractor's compensation shall include profit. No adjustment shall be made to the extent the suspension, delay, or interruption was caused by the Contractor or one of its employees, agents, subcontractors, or suppliers.

### **§ 5.4 Client's Continued Use of Facilities**

The Contractor understands and accepts that, unless otherwise stated in this Agreement, the Facilities are occupied, and the Client will continue to use the Facilities for their intended purpose while the Contractor is performing Maintenance Work. The Contractor shall use reasonable efforts to avoid disrupting the Client's continued use of the Facilities while performing the Maintenance Work. The Client may establish restrictions on the performance of the Maintenance Work, such as the hours of operation and the availability of the workplaces.

### **§ 5.5 Client's Right to Perform Work and Award Separate Contracts**

The Client reserves the right to perform construction, maintenance, and operations activities related to the Facilities with the Client's own forces, and to award separate contracts in connection with other work or services to be performed at the Facilities. The Contractor shall coordinate with and cooperate with the Client's own forces and separate contractors employed by the Client. This Agreement is issued on a non-exclusive basis. The Client may engage another contractor for work similar to the Maintenance Work.

### **§ 5.6 Client's Right to Inspect Records**

The Contractor agrees to maintain its records pertaining to the Maintenance Work for a period of two years from the date the Maintenance Work was performed. If the Client provides written notice to the Contractor at least seven days in advance, and subject to the limitations in this Section, the Client shall have the right to inspect the Contractor's records that pertain to Maintenance Work performed under this Agreement. The Contractor shall have the right to exclude any trade secrets, formulas, or confidential material from any such inspection. The Client shall only have the right to inspect the Contractor's financial and accounting records pertaining to this Agreement to the extent the Contractor's compensation is on a cost of the work basis and only to substantiate costs incurred.

## **ARTICLE 6 CONTRACTOR**

### **§ 6.1 Review of Documents and Field Conditions**

Execution of this Agreement by the Contractor is a representation that the Contractor has (1) visited, or had the opportunity to visit, the site and Facilities; (2) become familiar with local conditions under which the Maintenance Work is to be performed; and (3) correlated personal observations with requirements of this Agreement.

### **§ 6.2 Supervision and Subcontractors**

The Contractor shall supervise and direct the Maintenance Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Maintenance Work. The Contractor, as soon as practicable after execution of this Agreement, shall furnish in writing to the Client, the names of subcontractors or suppliers for each portion of the Maintenance Work to be performed under this Agreement. The Contractor shall not contract with any subcontractor or supplier to whom the Client has made a timely and reasonable objection.

### **§ 6.3 Quality Control Program**

The Contractor shall institute and maintain a quality control program designed to ensure the Maintenance Work is performed in accordance with this Agreement. The Contractor shall keep the Client reasonably informed of the progress of the Maintenance Work and shall promptly report to the Client complaints from third parties and individuals using the Facilities, and incidents related to the Maintenance Work that might adversely impact the Facilities.

#### **§ 6.4 Labor and Materials**

The Contractor shall provide and pay for labor, supplies, materials, equipment, tools, utilities, transportation, and services necessary for proper performance and completion of the Maintenance Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees, agents, subcontractors, and suppliers carrying out the Maintenance Work. The Contractor shall ensure that employees, agents, subcontractors, and suppliers performing the Maintenance Work are competent to perform the tasks assigned to them. The Contractor agrees that each of its employees, agents, subcontractors, and suppliers will maintain a professional appearance and demeanor at all times while at the Facilities. The Contractor, promptly after written request by the Client, shall remove from the Facilities any employee, agent, subcontractor, or supplier the Client determines, in its sole discretion, to be in violation of this Section.

#### **§ 6.5 Warranty**

The Contractor warrants to the Client that: (1) materials, supplies, and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted by this Agreement; (2) the Maintenance Work will be free from defects not inherent in the quality required or permitted by this Agreement; and (3) the Maintenance Work will conform to the requirements of this Agreement. Any material or equipment warranties required by this Agreement shall be issued in the name of the Client, or shall be transferable to the Client, and shall commence on completion of the Maintenance Work.

#### **§ 6.6 One Year Correction Period**

In addition to the Contractor's obligations under Section 6.5, if within one year after performance of Maintenance Work, the Maintenance Work is found to be not in accordance with the requirements of this Agreement, the Contractor shall correct it promptly after receipt of notice from the Client to do so, unless the Client has previously given the Contractor a written acceptance of such condition. The Client shall give such notice promptly after discovery of the condition. During the one-year correction period, if the Client fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Client waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Maintenance Work within a reasonable time after receipt of notice from the Client, the Client may correct it in accordance with Section 5.2.

#### **§ 6.7 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required for the Maintenance Work when this Agreement is executed.

#### **§ 6.8 Permits, Fees, and Notices**

The Contractor shall obtain and pay for permits, governmental fees, licenses, and inspections necessary for proper performance and completion of the Maintenance Work. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Maintenance Work. If the Contractor performs Maintenance Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Maintenance Work and shall bear the attributable costs. The Contractor shall promptly notify the Client in writing of any known deviation in the Maintenance Work from laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

#### **§ 6.9 Use of Facilities**

The Contractor shall confine operations at the Facilities to areas permitted by law, ordinances, permits, and this Agreement. The Contractor shall not unreasonably encumber the Facilities with materials or equipment.

#### **§ 6.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Maintenance Work or to make its parts fit together properly with existing adjacent structures or finishes. Where applicable, the Contractor shall be responsible for matching the quality, performance, and finish of the existing adjacent structure or finishes.

#### **§ 6.11 Cleaning Up**

The Contractor shall keep the Facilities and surrounding area free from accumulation of debris and trash related to the Maintenance Work. At the completion of the Maintenance Work, the Contractor shall remove its tools, equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### **§ 6.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Client, its agents and employees, from and against claims, damages, losses, and expenses, up to \$1M or the available limits of insurance, whichever is greater, including but not limited to attorneys' fees, arising out of or resulting from performance of the Maintenance Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Maintenance Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. The parties acknowledge that the first \$100.00 paid pursuant to this Agreement is in consideration for the obligations herein, which shall be deemed incorporated into the specifications of the work. It is the intent of the Client and Contractor that this Article 6.12 be interpreted as compliant with Florida Statute 725.06.

#### **§ 6.13 Protection of Persons and Property**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with the performance of the Maintenance Work. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to persons performing the Maintenance Work and others who may be affected thereby, and property at the Facilities or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Except to the extent the emergency was caused by the Contractor or its employees, agents, subcontractors, or suppliers, the Contractor may recover from the Client any costs incurred by reason of such emergency that are not reimbursable by insurance.

#### **§ 6.14 Concealed or Unknown Physical Conditions**

If concealed or unknown physical conditions are encountered at the Facilities or site that differ materially from those indicated in this Agreement, or from those conditions ordinarily found to exist in the area in which the Maintenance Work is being performed, then the Contractor shall promptly provide written notice to the Client before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Client will promptly investigate such conditions and, if the conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Maintenance Work, the Contractor's compensation and the time for performance included in this Agreement shall be equitably adjusted.

#### **§ 6.15 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Client or the Client's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. The authors of Instruments of Service shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, and its employees, agents, subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Maintenance Work. The Instruments of Service may not be used for other projects or outside the scope of the Maintenance Work without the specific written consent of the author.

#### **§ 6.16 Hazardous Materials**

The Contractor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials, substances, and equipment brought to the Facilities for performance of the Maintenance Work. If the Contractor encounters hazardous materials not identified in this Agreement, or materials that it reasonably believes may be hazardous, the Contractor shall promptly provide written notice to the Client before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Client will promptly investigate such conditions. Unless otherwise agreed in this Agreement, the Contractor shall not be responsible for hazardous materials present at the Facilities that the Contractor did not bring to the Facilities. If remediation of a hazardous

materials condition is required, the Client shall be responsible for the cost of remediation unless otherwise agreed to in this Agreement. If the Contractor must stop performance of the Maintenance Work for remediation of a hazardous materials condition not identified in this Agreement, then the Contractor's compensation and the time for performance shall be equitably adjusted.

#### **§ 6.17 Environmental Compliance**

The Contractor shall comply with all laws and court orders concerning environmental compliance pertaining to the Maintenance Work, including but not limited to (1) air pollution and emission of air contaminants, (2) wastewater and groundwater management, and (3) management and disposal of solid waste and contaminated material.

#### **§ 6.18 Access to Maintenance Work**

The Contractor shall provide the Client with access to the Maintenance Work in preparation and progress wherever located.

### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** This Agreement represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and Contractor.

**§ 7.2** The Client and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in this Agreement. Except as provided herein, neither party shall assign this Agreement without the written consent of the other. The Client may, without consent of the Contractor, assign this Agreement to (1) an entity under common control with the Client, (2) a lender providing financing for the Facilities, or (3) a subsequent purchaser in good faith of the Facilities, if the assignee assumes in writing the Client's rights and obligations under this Agreement. The Client and Contractor shall execute all consents reasonably required to facilitate assignments as provided in this Section.

**§ 7.3** This Agreement shall be governed by the law of the jurisdiction identified below:  
*(Identify the jurisdiction whose laws will govern this Agreement.)*

« Florida »

**§ 7.4** Unless otherwise agreed to by the Client and Contractor, disputes arising out of this Agreement and the Maintenance Work shall be resolved by litigation in a court of competent jurisdiction.

**§ 7.5** Written notice under this Agreement may be given by one party to the other by in person delivery, by courier, or by mail. Written notice may also be given by one party to the other by email as set forth below:  
*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether a read receipt shall be required for the transmission.)*

« All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

As to the District: Creekside at Twin Creeks Community Development District  
Wrathell, Hunt & Associates,  
LLC 2300 Glades Road, Suite  
410W Boca Raton, Florida  
33431 Attention: District  
Manager

As to the Contractor:

FLORIDA EAST COAST CONSTRUCTION #1, LLC  
102 Riverside Drive  
Satsuma, Florida 32189  
Attention: Catherine Johns and Jason L. Johns

»

§ 7.6 The Contractor agrees that it is an independent contractor and is not an employee of the Client.

§ 7.7 If the Contractor is delayed at any time in the commencement or progress of the Maintenance Work by (1) an act or neglect of the Client; (2) an act or neglect of an employee of the Client, or a separate contractor retained by Client; (3) changes in the Maintenance Work directed by the Client; (4) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, abnormal adverse weather conditions, or other causes beyond the Contractor's control; (5) delay authorized by the Client pending mediation and binding dispute resolution; or (6) other causes that the Contractor asserts, and the Client determines, justify delay, then the Contractor's compensation and the time limits included in this Agreement shall be equitably adjusted.

§ 7.8 If the Contractor or Client receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in this Section. This Section shall survive the termination of this Agreement. The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when disclosure is required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, agents, subcontractors, or suppliers in order to perform the Maintenance Work solely and exclusively for the Facilities, provided those employees, agents, subcontractors, and suppliers are subject to the restrictions on the disclosure and use of such information as set forth in this Section.

§ 7.9 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or the Contractor.

§ 7.10 The term "day" as used in this Agreement shall mean calendar day unless otherwise specifically defined.

§ 7.11 This Agreement supersedes the Contractor's proposal for the Maintenance Work and any terms and conditions contained in the proposal. If the Contractor's proposal is referenced in this Agreement, the parties agree that such reference is intended only to describe the Maintenance Work that the Contractor will perform, and any other terms and conditions contained in the Contractor's proposal shall not be a part of this Agreement.

## ARTICLE 8 TERMINATION

### § 8.1 Termination by the Contractor for Cause

If, through no fault of the Contractor, the Client fails to make payment of amounts due as provided in this Agreement, the Contractor may, if the Client does not cure the failure within seven days after receipt of written notice from the Contractor, terminate this Agreement and recover from the Client payment for Maintenance Work performed prior to the termination and costs incurred by reason of such termination. If the Maintenance Work is stopped for a period of 30 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Client, terminate this Agreement and recover from the Client payment for Maintenance Work executed prior to the termination and costs incurred by reason of such termination.

### § 8.2 Termination by the Client for Cause

The Client may terminate this Agreement if the Contractor is in material breach of this Agreement and if the Contractor does not cure the breach within seven days after receipt of written notice from the Client.

### § 8.3 Termination for Convenience

The Client may, at any time, terminate this Agreement for convenience and without cause, subject to providing 5 days' written notice to the Contractor. The Contractor shall be entitled to receive payment for Maintenance Work performed prior to the termination and costs incurred by reason of such termination.

### § 8.4 Waiver of Claims for Consequential Damages

Except as otherwise provided in 1.1.4 above, the Contractor and Client waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes

- .1 damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

## ARTICLE 9 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

« »

## ARTICLE 10 ATTACHMENTS

This Agreement includes the following attachments:

*(List any attachments included in this Agreement.)*

« Exhibits A, B, C, D »

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
CLIENT *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

## Exhibit A



Florida East Cost Construction  
Office 386-546-2665  
Cell 904-445-0421

Date 3/2/2024  
Project 269 Silver reef LN  
Estimate 5366  
Owner Twin CreekSide

Item	Description	QTY	UNIT	UNIT Cost	Total Cost
1	Excavate	1	LS	\$300.00	\$300.00
2	Extend 6 inch Pipe	1	LS	\$800.00	\$800.00
3	Back Fill	1	LS	\$150.00	\$150.00
4	Sod and Pin	1	LS	\$450.00	\$450.00
					\$0.00
					\$0.00
					\$0.00
	This price is only for the work listed				\$0.00
	above. If any other damage is found.				\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
	S			pg total	\$1,700.00
Notes:	ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL				
	BE ADDED TO THE INVOICE.				
	NOT INCLUDED in pircce LIST BELOW				
MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK,Backfill Pound Bank					

## Exhibit B



Florida East Cost Construction  
Office 386-546-2665  
Cell 904-445-0421

Date #####  
Project 432 Sweet Oak Way  
Estimate 5366  
Owner Twin CreekSide

Item	Description	QTY	UNIT	UNIT Cost	Total Cost
1	Excavate	1	LS	\$1,650.00	\$1,650.00
2	Pour 1 FDOT Concrete Coller	1	LS	\$3,600.00	\$3,600.00
3	Back Fill	1	LS	\$2,800.00	\$2,800.00
4	Sod and Pin	1	LS	\$1,250.00	\$1,250.00
					\$0.00
					\$0.00
					\$0.00
	This price is only for the work listed				\$0.00
	above. If any other damage is found.				\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
	S			pg total	\$9,300.00
Notes:	ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL				
	BE ADDED TO THE INVOICE.				
	NOT INCLUDED in pirce LIST BELOW				
	MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK,				

Received  
to pay  
via email  
(text to Babbar  
from  
Jason John)

## Exhibit C



Florida East Cost Construction  
Office 386-546-2665  
Cell 904-445-0421

Date 3/11/2024  
Project 590 Broomsedge cir Pond Bank  
Estimate 5368  
Owner Twin CreekSide

Item	Description	QTY	UNIT	UNIT Cost	Total Cost
1	Excavate	1	LS	\$300.00	\$300.00
2	Mob	1	LS	\$800.00	\$800.00
3	Back Fill	1	LS	\$13,860.00	\$13,860.00
4	Sod and Pin	1	LS	\$3,900.00	\$3,900.00
					\$0.00
					\$0.00
					\$0.00
	This price is only for the work listed				\$0.00
	above. If any other damage is found.				\$0.00
					\$0.00
					\$0.00
					\$0.00
	S			pg total	\$18,860.00
Notes:	ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL				
	BE ADDED TO THE INVOICE.				
	NOT INCLUDED in pircce LIST BELOW				
	MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK,				

## Exhibit D



Florida East Cost Construction  
Office 386-546-2665  
Cell 904-445-0421

Date 3/2/2024  
Project 284 Silver Reef  
Estimate 5366  
Owner Twin CreekSide

Item	Description	QTY	UNIT	UNIT Cost	Total Cost
1	Vac out inlet	1	LS	\$2,100.00	\$2,100.00
2	Mow Grass Area	1	LS	\$550.00	\$550.00
3	Remove Falling Trees blocking swell	1	LS	\$2,800.00	\$2,800.00
4		1	LS		\$0.00
					\$0.00
					\$0.00
					\$0.00
	This price is only for the work listed				\$0.00
	above. If any other damage is found.				\$0.00
					\$0.00
					\$0.00
					\$0.00
	S			pg total	\$5,450.00
Notes:	ALL PAYMENTS ARE DUE day of work . AFTER 30 DAYS 20% PER MONTH WILL				
	BE ADDED TO THE INVOICE.				
	NOT INCLUDED in pirce LIST BELOW				
	MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK,				

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**



## Who can use **ICS**?

- Businesses of all sizes and types
- Nonprofits
- Government finance officers
- Other large-dollar depositors

---

## How can you take advantage of **ICS**?

Let's talk about how ICS can work for you, and how you can enjoy yield, peace of mind, and flexibility—all at the same time.

# IT **PAYS** TO BE SAFE<sup>®</sup>



**ICS**  
INSURED CASH SWEEP

© 2018 Promontory Interfinancial Network, LLC.

# What is **ICS**?

The ICS®, or Insured Cash Sweep®, service is a smart, secure, and convenient way to safeguard your large deposits.



## EARN INTEREST

Put funds to work in money market deposit accounts.



## ENJOY PEACE OF MIND

Your ICS funds are eligible for multi-million-dollar protection that's backed by the full faith and credit of the United States government.

No depositor has ever lost a penny of FDIC-insured funds.

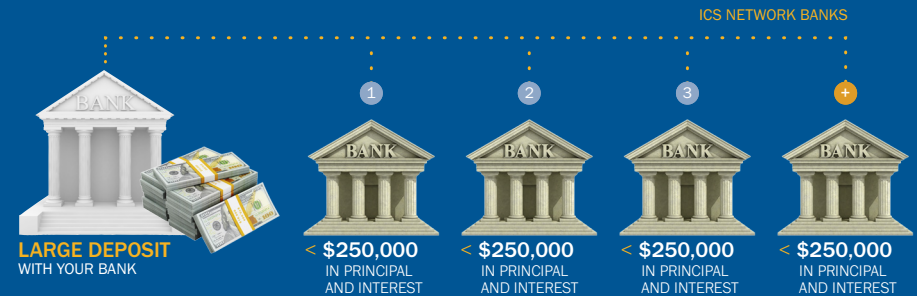


## MAINTAIN ACCESS TO FUNDS

Withdraw ICS funds up to six times per month.

# How does **ICS** work?

Our bank is part of a special network, the ICS Network. You have or set up a transaction account with our bank, sign the agreements, and deposit funds.



Deposits are sent to money market deposit accounts at other member institutions in amounts under the standard FDIC insurance maximum of \$250,000.<sup>1</sup>

By working directly with just us—a bank you already know and trust—you can receive coverage through many and get just one regular statement.

[1] The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank.

Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. With the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS, Insured Cash Sweep, and It Pays to Be Safe are registered service marks of Promontory Interfinancial Network, LLC.



# SMART INVESTING

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Access Multi-Million-Dollar FDIC Insurance  
and Earn Interest

**MMDA OFFERING**

# INTRAFI CASH SERVICE<sup>SM</sup>

## OVERVIEW

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ICS is a smart convenient way to safeguard your large deposits. With ICS your funds are placed into money market deposit accounts.

### With ICS, you can

- Enjoy peace of mind knowing your funds are eligible for multi-million-dollar FDIC insurance
- Earn interest
- Save time by working directly with our bank
- Maintain flexibility
- Know the amount of your deposit can be used to invest in your local community<sup>1</sup>

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use ICS, our bank can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi, ICS, Insured Cash Service are registered service marks, and the IntraFi hexagon and IntraFi logo are service marks, of IntraFi Network LLC.



# WHY ICS?

---



## Enjoy Peace of Mind

Relax knowing that your funds are eligible for multi-million-dollar FDIC insurance, protection that's backed by the full faith and credit of the United States government.

No one has ever lost a penny of FDIC-insured deposits.



## Save Time

Work directly with us—a bank you know and trust—to access multi-million-dollar FDIC insurance, and say 'goodbye' to tracking collateral on an ongoing basis, managing multiple bank relationships, manually consolidating bank statements, and other time-consuming workarounds.



# WHY ICS?

---



## Maintain Flexibility

Enjoy access to funds placed into money market deposit accounts.



## Earn Interest

Earn one interest rate.



## Support Your Community

Feel good knowing that the full amount of your funds placed through ICS can stay local to support lending opportunities that build a stronger community.



# HOW DOES ICS WORK?

Through just one bank relationship, you can access FDIC insurance from many.








The depositor must have or set up a transaction account for the use of ICS.

We, like other institutions that offer ICS, are members of a special network. When your organization uses ICS to place funds, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000 and placed in deposit accounts at other FDIC-insured banks that participate in the same network. You receive just one monthly statement detailing all of your placements, and, as always, your confidential information remains protected.



# FOLLOW THESE STRAIGHTFORWARD STEPS

---

-  You sign an ICS Deposit Placement Agreement and a custodial agreement with us.
-  You identify an existing transaction account (or set up a new one) to be used with ICS.
-  Your funds are placed into deposit accounts at other IntraFi network banks.
-  You can check balances and see where your funds are at all times using an online tool specially developed for ICS.
-  You receive one monthly statement from us summarizing your account activity and balances across institutions.



# UTILIZE CONVENIENT, ONLINE TOOLS

When you choose ICS, you gain access to the Depositor Control Panel. You can check your ICS balances, view where your funds could be placed, review and manage daily proposed fund placements, track monthly program withdrawals, and view your transaction history.

**Welcome to the ICS® Depositor Control Panel**  
Welcome to the Depositor Control Panel for ICS, the Insured Cash Sweep® service. Your funds have been placed by **Bear County Community Bank** through ICS into deposit accounts at depository institutions (each as a Destination Institution) that participate in the service.

Total Principal Balance  
**\$4,695,000.00**

Total Accrued Interest  
**\$642.80**

Statements

Where Can My Funds Be Placed?

## My Accounts

Print

Export

Filter

Account Title	Institution Transaction Account No.	ICS Deposit Option	Program Withdrawals	Rate %	Principal Balance	Accrued Interest
Sample Corporation Account 1	*****004	Savings	1 of 6	0.842	\$2,450,000.00	\$610.60
Sample Corporation Account 2	*****008	Demand	1 of 6	0.712	\$2,245,000.00	\$32.20

[www.depositorcontrol.com](http://www.depositorcontrol.com)



# CALL US TODAY

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Let's talk about how ICS can work for you.



## Safety, Returns, and Peace of Mind: Access up to \$175 Million Dollars in FDIC insurance

ICS®, the IntraFi Cash Service<sup>SM</sup>, and CDARS®, the IntraFi Certificate of Deposit Account Registry Service® are smart, secure, convenient ways to keep large-dollar deposits safe. You can access multi-million-dollar FDIC insurance at network banks through your BankUnited relationship, all while keeping your funds safe and secure.

### How do ICS and CDARS work?

When we place your organization's deposit through the ICS or CDARS service, your money is divided into amounts under the standard FDIC insurance maximum of \$250,000 and is placed in deposit accounts at multiple FDIC-insured banks. This makes your deposit eligible for FDIC insurance with each member bank. Use of these services makes it possible for you to gain access to up to \$175 million dollars of FDIC insurance. As a result, you can access coverage from many institutions while working directly with BankUnited as a single point of contact.

**Want to learn more?  
Call me today.**

### With ICS and CDARS, you can:



**Enjoy Peace of Mind** – With access to multi-million-dollar FDIC coverage through both services, your funds are eligible for protection that is backed by the full faith and credit of the federal government.



**Save Time** – You can forego the need to track collateral on an ongoing basis, open accounts under different insurable capacities, or to manage multiple bank relationships. This means you can spend more time accomplishing your financial goals.



**Access Funds** – When funds are placed through the ICS service, you may make unlimited program withdrawals. Funds placed through the CDARS service offer multiple maturities to help meet your liquidity needs.

# **CREEKSIDE AT TWIN CREEKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**11**

**Creekside at Twin Creeks  
Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2024**

**Creekside at Twin Creeks Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2024**

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## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Creekside at Twin Creeks Community Development District  
St. Johns County, Florida

### Report on Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the governmental activities and each major fund of Creekside at Twin Creeks Community Development District (the "District"), as of and for the year ended September 30, 2024, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Creekside at Twin Creeks Community Development District as of September 30, 2024, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Fort Pierce / Stuart

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To the Board of Supervisors  
Creekside at Twin Creeks Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

### ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors  
Creekside at Twin Creeks Community Development District

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated September 30, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Creekside at Twin Creeks Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

September 30, 2025

**Creekside at Twin Creeks Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2024**

Management's discussion and analysis of Creekside at Twin Creeks Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

*Fund financial statements* present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Creekside at Twin Creeks Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2024.

- ◆ The District's total liabilities exceeded total assets by \$(842,913) (net position). Unrestricted net position for Governmental Activities was \$(3,728,899). Governmental activities restricted net position was \$471,019 and the net investment in capital assets was \$2,414,967.
- ◆ Governmental activities revenues totaled \$893,601 while governmental activities expenses totaled \$843,266.

**Creekside at Twin Creeks Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

**Net Position**

	<b>Governmental Activities</b>	
	<b>2024</b>	<b>2023</b>
Current assets	\$ 247,437	\$ 203,824
Restricted assets	1,147,822	1,075,272
Capital assets	6,483,150	6,739,325
Total Assets	<u>7,878,409</u>	<u>8,018,421</u>
Current liabilities	416,168	413,241
Non-current liabilities	8,305,154	8,498,428
Total Liabilities	<u>8,721,322</u>	<u>8,911,669</u>
Net position - net investment in capital assets	2,414,967	2,573,652
Net position - restricted	471,019	394,067
Net position - unrestricted	<u>(3,728,899)</u>	<u>(3,860,967)</u>
Total Net Position	<u>\$ (842,913)</u>	<u>\$ (893,248)</u>

The increase in current assets and restricted assets is related to revenues exceeding expenditures at the fund level in the current year.

The decrease in capital assets is related to current year depreciation.

The decrease in non-current liabilities is related to the current year principal payments.

**Creekside at Twin Creeks Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Change In Net Position**

	<b>Governmental Activities</b>	
	<b>2024</b>	<b>2023</b>
Program Revenues		
Charges for services	\$ 839,638	\$ 853,732
General Revenues		
Investment earnings	53,963	44,974
Total Revenues	893,601	898,706
Expenses		
General government	96,392	90,893
Physical environment	275,245	278,635
Interest and other charges	471,629	481,170
Total Expenses	843,266	850,698
Change in Net Position	50,335	48,008
Net Position - Beginning of Year	(893,248)	(941,256)
Net Position - End of Year	\$ (842,913)	\$ (893,248)

The decrease in charges for services is related to the decrease in special assessments levied in the current year.

The decrease in interest and other charges is primarily attributable to the reduction in long-term debt outstanding.

**Creekside at Twin Creeks Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Capital Assets Activity**

The following schedule provides a summary of the District's capital assets as of September 30, 2024 and 2023.

<b>Description</b>	<b>Governmental Activities</b>	
	<b>2024</b>	<b>2023</b>
Infrastructure	\$ 7,685,244	\$ 7,685,244
Accumulated depreciation	(1,202,094)	(945,919)
Total Capital Assets, Net	<u>\$ 6,483,150</u>	<u>\$ 6,739,325</u>

The capital asset activity for the year included depreciation of \$256,175.

**General Fund Budgetary Highlights**

Budgeted expenditures exceeded actual expenditures primarily due to less physical environment maintenance expenditures and legal fees than were anticipated.

There were no amendments to the September 30, 2024 budget.

**Debt Management**

Governmental Activities debt includes the following:

- ◆ In April 2016, the District issued \$6,020,000 Series 2016A-1 Special Assessment Bonds. These bonds were issued to redeem the Series 2015 Special Assessment Bond Anticipation Notes and to finance the costs associated with the acquisition and construction of a portion of Assessment Area Project One located within the boundaries of the District. The balance outstanding on the Series 2016A-1 Bonds at September 30, 2024 was \$5,020,000.
- ◆ In April 2016, the District issued \$3,895,000 Series 2016A-3 Special Assessment Bonds. These bonds were issued to finance the costs associated with the acquisition and construction of all or a portion of Assessment Area Project Two located within the boundaries of the District. The balance outstanding on the Series 2016A-3 Bonds at September 30, 2024 was \$3,520,000.

**Creekside at Twin Creeks Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2024**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Economic Factors and Next Year's Budget**

The District does not expect any economic factors to have a significant effect on the financial position or results of operations in fiscal year 2025.

**Request for Information**

The financial report is designed to provide a general overview of Creekside at Twin Creeks Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Creekside at Twin Creeks Community Development District's Finance Department, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**Creekside at Twin Creeks Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2024**

	<b>Governmental Activities</b>
<b>ASSETS</b>	
Current Assets	
Cash	\$ 233,610
Assessments receivable	9,065
Interest receivable	4,762
Total Current Assets	<u>247,437</u>
Non-current Assets	
Restricted Assets	
Investments	1,147,822
Capital Assets, Being Depreciated	
Infrastructure	7,685,244
Accumulated depreciation	<u>(1,202,094)</u>
Total Non-current Assets	<u>7,630,972</u>
Total Assets	<u>7,878,409</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable and accrued expenses	1,246
Due to developer	24,442
Bonds payable	195,000
Accrued interest	195,480
Total Current Liabilities	<u>416,168</u>
Non-current Liabilities	
Bonds payable, net	<u>8,305,154</u>
Total Liabilities	<u>8,721,322</u>
<b>NET POSITION</b>	
Net investment in capital assets	2,414,967
Restricted for debt service	438,035
Restricted for capital projects	32,984
Unrestricted	<u>(3,728,899)</u>
Total Net Position	<u>\$ (842,913)</u>

*See accompanying notes to financial statements.*

**Creekside at Twin Creeks Community Development District**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2024**

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Program Revenues Charges for Services</b>	<b>Net (Expense) Revenues and Changes in Net Position Governmental Activities</b>
Governmental Activities			
General government	\$ (96,392)	\$ 128,395	\$ 32,003
Physical environment	(275,245)	27,148	(248,097)
Interest and other charges	(471,629)	684,095	212,466
Total Governmental Activities	<u>\$ (843,266)</u>	<u>\$ 839,638</u>	<u>(3,628)</u>
<b>General Revenues</b>			
Investment earnings			<u>53,963</u>
Change in Net Position			50,335
Net Position - October 1, 2023			<u>(893,248)</u>
Net Position - September 30, 2024			<u>\$ (842,913)</u>

*See accompanying notes to financial statements.*

**Creekside at Twin Creeks Community Development District**  
**BALANCE SHEET –**  
**GOVERNMENTAL FUNDS**  
**September 30, 2024**

	General	Series 2016A-1 Debt Service	Series 2016A-2 Debt Service	Series 2016A-3 Debt Service	Series 2015 Capital Projects	Series 2016A-1 Capital Projects	Series 2016A-2 Capital Projects	Series 2016A-3 Capital Projects	Total Governmental Funds
<b>ASSETS</b>									
Cash	\$ 233,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 233,610
Assessments receivable	1,679	4,335	-	3,051	-	-	-	-	9,065
Interest receivable	-	2,438	89	2,099	20	40	14	62	4,762
Restricted assets									
Investments	-	587,503	21,339	506,132	4,723	9,639	3,420	15,066	1,147,822
Total Assets	<u>\$ 235,289</u>	<u>\$ 594,276</u>	<u>\$ 21,428</u>	<u>\$ 511,282</u>	<u>\$ 4,743</u>	<u>\$ 9,679</u>	<u>\$ 3,434</u>	<u>\$ 15,128</u>	<u>\$ 1,395,259</u>
<b>LIABILITIES AND FUND BALANCES</b>									
<b>LIABILITIES</b>									
Accounts payable and accrued expenses	\$ 1,246	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,246
Due to developer	2,967	2,156	19,319	-	-	-	-	-	24,442
Total Liabilities	<u>4,213</u>	<u>2,156</u>	<u>19,319</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,688</u>
<b>FUND BALANCES</b>									
Restricted:									
Debt service	-	592,120	2,109	511,282	-	-	-	-	1,105,511
Capital projects	-	-	-	-	4,743	9,679	3,434	15,128	32,984
Unassigned	231,076	-	-	-	-	-	-	-	231,076
Total Fund Balances	<u>231,076</u>	<u>592,120</u>	<u>2,109</u>	<u>511,282</u>	<u>4,743</u>	<u>9,679</u>	<u>3,434</u>	<u>15,128</u>	<u>1,369,571</u>
Total Liabilities and Fund Balances	<u>\$ 235,289</u>	<u>\$ 594,276</u>	<u>\$ 21,428</u>	<u>\$ 511,282</u>	<u>\$ 4,743</u>	<u>\$ 9,679</u>	<u>\$ 3,434</u>	<u>\$ 15,128</u>	<u>\$ 1,395,259</u>

See accompanying notes to financial statements.

**Creekside at Twin Creeks Community Development District**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**September 30, 2024**

Total Governmental Fund Balances	\$ 1,369,571
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, being depreciated, infrastructure, \$7,685,244, net of accumulated depreciation, \$(1,202,094), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	6,483,150
Long-term liabilities, including bonds payable, \$(8,540,000), net of bond discount, net, \$39,846, are not due and payable in the current period and therefore, are not reported at the fund level.	(8,500,154)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	<u>(195,480)</u>
Net Position of Governmental Activities	<u><u>\$ (842,913)</u></u>

*See accompanying notes to financial statements.*

**Creekside at Twin Creeks Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES – GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2024**

	General	Series 2016A-1 Debt Service	Series 2016A-2 Debt Service	Series 2016A-3 Debt Service	Series 2015 Capital Projects	Series 2016A-1 Capital Projects	Series 2016A-2 Capital Projects	Series 2016A-3 Capital Projects	Total Governmental Funds
Revenues									
Special assessments	\$ 155,543	\$ 401,532	\$ -	\$ 282,563	\$ -	\$ -	\$ -	\$ -	\$ 839,638
Investment earnings	-	27,220	1,087	23,984	241	491	174	766	53,963
Total Revenues	<u>155,543</u>	<u>428,752</u>	<u>1,087</u>	<u>306,547</u>	<u>241</u>	<u>491</u>	<u>174</u>	<u>766</u>	<u>893,601</u>
Expenditures									
Current									
General government	90,189	3,641	-	2,562	-	-	-	-	96,392
Physical environment	19,070	-	-	-	-	-	-	-	19,070
Debt service									
Principal	-	115,000	-	70,000	-	-	-	-	185,000
Interest	-	272,437	-	201,213	-	-	-	-	473,650
Total Expenditures	<u>109,259</u>	<u>391,078</u>	<u>-</u>	<u>273,775</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>774,112</u>
Net Change in Fund Balances	46,284	37,674	1,087	32,772	241	491	174	766	119,489
Fund Balances - October 1, 2023	<u>184,792</u>	<u>554,446</u>	<u>1,022</u>	<u>478,510</u>	<u>4,502</u>	<u>9,188</u>	<u>3,260</u>	<u>14,362</u>	<u>1,250,082</u>
Fund Balances - September 30, 2024	<u>\$ 231,076</u>	<u>\$ 592,120</u>	<u>\$ 2,109</u>	<u>\$ 511,282</u>	<u>\$ 4,743</u>	<u>\$ 9,679</u>	<u>\$ 3,434</u>	<u>\$ 15,128</u>	<u>\$ 1,369,571</u>

See accompanying notes to financial statements.

**Creekside at Twin Creeks Community Development District**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS**  
**TO THE STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2024**

Net Change in Fund Balances - Total Governmental Funds	\$ 119,489
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current year.	(256,175)
Repayments of long-term liabilities are expenditures at the governmental fund level, but the repayment reduces long-term liabilities in the Statement of Net Position.	185,000
Amortization of bond discount does not require the use of current financial resources and therefore, is not reported at the governmental fund level. This is the amount of amortization in the current period.	(1,726)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas at the governmental fund level, interest expenditures are reported when due. This is the change in accrued interest in the current period.	3,747
Change in Net Position of Governmental Activities	\$ 50,335

*See accompanying notes to financial statements.*

**Creekside at Twin Creeks Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND**  
**For the Year Ended September 30, 2024**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
Revenues				
Special assessments	<u>\$ 155,121</u>	<u>\$ 155,121</u>	<u>\$ 155,543</u>	<u>\$ 422</u>
Expenditures				
Current				
General government	105,521	105,521	90,189	15,332
Physical environment	<u>48,500</u>	<u>48,500</u>	<u>19,070</u>	<u>29,430</u>
Total Expenditures	<u>154,021</u>	<u>154,021</u>	<u>109,259</u>	<u>44,762</u>
Net Change in Fund Balances	1,100	1,100	46,284	45,184
Fund Balances - October 1, 2023	<u>159,274</u>	<u>159,274</u>	<u>184,792</u>	<u>25,518</u>
Fund Balances - September 30, 2024	<u><u>\$ 160,374</u></u>	<u><u>\$ 160,374</u></u>	<u><u>\$ 231,076</u></u>	<u><u>\$ 70,702</u></u>

*See accompanying notes to financial statements.*

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on August 28, 2015, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance #2015-53 of the Board of County Commissioners of St. Johns County, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Creekside at Twin Creeks Community Development District. The District is governed by a Board of Supervisors who are elected to four year terms. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Creekside at Twin Creeks Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board Statement Number 61, The Financial Reporting Entity, the District has identified no component units.

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds**

The District reports fund balance in accordance with Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**3. Basis of Presentation (Continued)**

**a. Governmental Major Funds (Continued)**

Series 2016A-1 Debt Service Fund – The Series 2016A-1 Debt Service Fund accounts for debt service requirements to retire the Series 2016A-1 Special Assessment Bonds, which were used to finance the acquisition and construction of certain improvements within the District.

Series 2016A-2 Debt Service Fund – The Series 2016A-2 Debt Service Fund accounts for debt service requirements to retire the Series 2016A-2 Special Assessment Bonds, which were used to finance the acquisition and construction of certain improvements within the District.

Series 2016A-3 Debt Service Fund – The Series 2016A-3 Debt Service Fund accounts for debt service requirements to retire the Series 2016A-3 Special Assessment Bonds, which were used to finance the acquisition and construction of certain improvements within the District.

Series 2015 Capital Projects Fund – The Series 2015 Capital Projects Fund accounts for acquisition and construction of infrastructure improvements located within the boundaries of the District.

Series 2016A-1 Capital Projects Fund – The Series 2016A-1 Capital Projects Fund accounts for acquisition and construction of infrastructure improvements located within the boundaries of the District.

Series 2016A-2 Capital Projects Fund – The Series 2016A-2 Capital Projects Fund accounts for acquisition and construction of infrastructure improvements located within the boundaries of the District.

Series 2016A-3 Capital Projects Fund – The Series 2016A-3 Capital Projects Fund accounts for acquisition and construction of infrastructure improvements located within the boundaries of the District.

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**3. Basis of Presentation (Continued)**

**b. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as capital assets, and non-current governmental liabilities, such as special assessment bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

**4. Assets, Liabilities and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash and cash equivalents include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less.

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities and Net Position or Equity (Continued)**

**b. Restricted Assets**

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

**c. Capital Assets**

Capital assets, which include infrastructure, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	30 years
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**d. Budgets**

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities and Net Position or Equity (Continued)**

**e. Unamortized Bond Discount**

Bond discounts are presented on the government-wide financial statements. The costs are amortized over the life of the bonds using the straight-line method. For financial reporting, the unamortized bond discount is netted against the applicable long-term debt.

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

**1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position**

“Total fund balances” of the District’s governmental funds, \$1,369,571, differs from “net position” of governmental activities, \$(842,913), reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below:

**Capital related items**

When capital assets are purchased or constructed, the cost of those assets is reported as expenditures at the governmental fund level. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Infrastructure	\$ 7,685,244
Accumulated depreciation	<u>(1,202,094)</u>
Total	<u>\$ 6,483,150</u>

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)**

**1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)**

**Long-term debt transactions**

Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2024, were:

Bonds payable	\$ (8,540,000)
Bond discount, net	<u>39,846</u>
Bonds payable, net	<u>\$ (8,500,154)</u>

**Accrued interest**

Accrued liabilities in the Statement of Net Position differ from the amount reported at the governmental fund level due to the accrued interest on bonds.

Accrued interest	<u>\$ (195,480)</u>
------------------	---------------------

**2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities**

The "net change in fund balances" for governmental funds, \$119,489, differs from the "change in net position" for governmental activities, \$50,335, reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental fund level. The effect of the differences is illustrated below:

**Capital related items**

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures at the governmental fund level. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Depreciation	<u>\$ (256,175)</u>
--------------	---------------------

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)**

**2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)**

**Long-term debt transactions**

Repayments of bond principal are reported as an expenditure at the governmental fund level and, thus, have the effect of reducing fund balance because current financial resources have been used.

Bond principal payments	<u>\$ 185,000</u>
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Amortization of the bond discount does not require the use of current financial resources and therefore, is not reported at the governmental fund level.

Amortization of bond discount	<u>\$ (1,726)</u>
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Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures at the governmental fund level.

Net change in accrued interest payable	<u>\$ 3,747</u>
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**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE C – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2024, the District's bank balance was \$234,157 and the carrying value was \$233,610. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2024, the District has the following investment and maturity:

<u>Investment</u>	<u>Maturity</u>	<u>Fair Value</u>
FIMM Government Portfolio	21 days*	<u>\$ 1,147,822</u>

\* Maturity is a weighted average maturity.

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment listed above is a Level 1 asset.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE C – CASH AND INVESTMENTS (CONTINUED)**

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2024, the District's investments in FIMM Government Portfolio were rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in FIMM Government Portfolio represent 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2024 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

**NOTE D – CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2024 was as follows:

	Balance October 1, 2023	Additions	Deletions	Balance September 30, 2024
<b><u>Governmental Activities:</u></b>				
Capital assets, being depreciated				
Infrastructure	\$ 7,685,244	\$ -	\$ -	\$ 7,685,244
Accumulated depreciation	(945,919)	(256,175)	-	(1,202,094)
Total Capital Assets, Net	<u>\$ 6,739,325</u>	<u>\$ (256,175)</u>	<u>\$ -</u>	<u>\$ 6,483,150</u>

Depreciation of \$256,175 was charged to physical environment.

**NOTE E – LONG-TERM DEBT**

The following is a summary of activity in the long-term debt account group of the District for the year ended September 30, 2024:

Long-term debt at October 1, 2023	\$ 8,725,000
Principal payments	<u>(185,000)</u>
Long-term debt at September 30, 2024	8,540,000
Less: bond discount, net	<u>(39,846)</u>
Bonds Payable, Net	<u>\$ 8,500,154</u>

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE E – LONG-TERM DEBT (CONTINUED)**

Long-term debt is comprised of the following:

Special Assessment Bonds

\$6,020,000 Series 2016A-1 Bonds are due in annual principal installments beginning November 2017, maturing November 2046. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2016, at a rate of 3.7% on the \$400,000 bonds, with a maturity date of November 1, 2020, 4.625% on the \$880,000 bonds, with a maturity date of November 1, 2027, 5.25% on the \$1,915,000 bonds, with a maturity date of November 2037, and 5.6% on the \$2,825,000 bonds, with a maturity date of November 2046.

\$ 5,020,000

\$3,895,000 Series 2016A-3 Bonds are due in annual principal installments beginning November 2018, maturing November 2047. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2016, at a rate of 5.25% on the \$980,000 bonds, with a maturity date of November 1, 2030, and 5.75% on the \$2,915,000 bonds, with a maturity date of November 2047.

3,520,000

Total Long-term Debt

8,540,000

Less: bond discount, net

(39,846)

Bonds Payable, Net

\$ 8,500,154

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE E – LONG-TERM DEBT (CONTINUED)**

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2024 are as follows:

Year Ending September 30,	Principal	Interest	Total
2025	\$ 195,000	\$ 464,409	\$ 659,409
2026	205,000	454,675	659,675
2027	210,000	444,578	654,578
2028	220,000	434,118	654,118
2029	235,000	422,597	657,597
2030-2034	1,360,000	1,909,077	3,269,077
2035-2039	1,785,000	1,483,950	3,268,950
2040-2044	2,325,000	911,680	3,236,680
2045-2048	2,005,000	204,147	2,209,147
Totals	<u>\$ 8,540,000</u>	<u>\$ 6,729,231</u>	<u>\$ 15,269,231</u>

Significant Bond Provisions

The Series 2016A-1 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after November 1, 2028 at a redemption price equal to the principal amount of the Series 2016A-1 Bonds to be redeemed, together with accrued interest to the date of redemption. The Series 2016A-3 Bonds are subject to redemption at the option of the District prior to their maturity, in whole, at any time at a redemption price equal to 101% of the principal amount of the Series 2016A-3 Bonds that are subject to optional redemption, together with accrued interest at the time of redemption date. The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

**Creekside at Twin Creeks Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2024**

**NOTE E – LONG-TERM DEBT (CONTINUED)**

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Reserve Fund – The 2016 Reserve Accounts are funded from the proceeds of the Series 2016 Bonds in amounts equal to the maximum annual debt service requirement for all outstanding Series 2016A-3 Bonds and fifty percent of the maximum annual debt service requirement for all outstanding Series 2016A-1 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

	<u>Special Assessment Bonds</u>	
	<u>Reserve</u>	<u>Reserve</u>
	<u>Balance</u>	<u>Requirement</u>
Series 2016A-1 Special Assessment Bonds	\$ 224,119	\$ 196,358
Series 2016A-3 Special Assessment Bonds	\$ 298,217	\$ 275,638

**NOTE F – ECONOMIC DEPENDENCY/RELATED PARTY**

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations. The District had a balance of \$24,442 due to the developer as of September 30, 2024. At September 30, 2024, three board members are affiliated with the Developer, two of which are immediate family members.

**NOTE G – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage during the past three years.



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## **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Creekside at Twin Creeks Community Development District  
St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Creekside at Twin Creeks Community Development District, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated September 30, 2025.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Creekside at Twin Creeks Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Creekside at Twin Creeks Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Creekside at Twin Creeks Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors  
Creekside at Twin Creeks Community Development District

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Creekside at Twin Creeks Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

September 30, 2025



# Berger, Toombs, Elam, Gaines & Frank

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## MANAGEMENT LETTER

To the Board of Supervisors  
Creekside at Twin Creeks Community Development District  
St. Johns County, Florida

### Report on the Financial Statements

We have audited the financial statements of the Creekside at Twin Creeks Community Development District as of and for the year ended September 30, 2024, and have issued our report thereon dated September 30, 2025.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated September 30, 2025, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.



To the Board of Supervisors  
Creekside at Twin Creeks Community Development District

### **Financial Condition**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Creekside at Twin Creeks Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Creekside at Twin Creeks Community Development District has not met one of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2024 for the Creekside at Twin Creeks Community Development District. It is management's responsibility to monitor the Creekside at Twin Creeks Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Specific Information**

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Creekside at Twin Creeks Community Development District reported:

- 1) The total number of District elected officials receiving statutory compensation, reported as employees for the purposes of the audit: 0
- 2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom nonemployee compensation was paid in the last month of the District's fiscal year: 1
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$58,651
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2023, together with the total expenditures for such project: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The Board did not amend the budget.



To the Board of Supervisors  
Creekside at Twin Creeks Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, the Creekside at Twin Creeks Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: \$273.41 for the General Fund and \$1,123.34 – \$1,354.17 for the Debt Service Funds.
- 2) The amount of special assessments collected by or on behalf of the District was \$839,638.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds are: \$5,020,000 Series 2016A-1 Bonds due November 2046 at various interest rates between 3.7% - 5.6%; and \$3,520,000 Series 2016A-3 Bonds due November 2047 at various interest rates between 5.25% - 5.75%.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

September 30, 2025



**Berger, Toombs, Elam,  
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE  
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors  
Creekside at Twin Creeks Community Development District  
St. Johns County, Florida

We have examined Creekside at Twin Creeks Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2024. Management is responsible for Creekside at Twin Creeks Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Creekside at Twin Creeks Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Creekside at Twin Creeks Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Creekside at Twin Creeks Community Development District's compliance with the specified requirements.

In our opinion, Creekside at Twin Creeks Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2024.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

September 30, 2025

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**11A**

**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE  
AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT HEREBY  
ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE  
FISCAL YEAR ENDED SEPTEMBER 30, 2024**

**WHEREAS**, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2024;

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

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

**PASSED AND ADOPTED** this 2nd day of December, 2025.

**ATTEST:**

**CREEKSIDE AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**CONSENT**  
**AGENDA**

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**CREEKSIDE AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2025**

**CREEKSIDE AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 240,671	\$ -	\$ -	\$ 240,671
Reserve 2016 A-1	-	234,929	-	234,929
Reserve 2016 A-3	-	312,600	-	312,600
Revenue 2016 A-1	-	127,097	-	127,097
Revenue 2016 A-3	-	46,083	-	46,083
Interest 2016 A-1	-	132,114	-	132,114
Interest 2016 A-3	-	97,719	-	97,719
Prepayment 2016 A-1	-	4,507	-	4,507
Prepayment 2016 A-2	-	18	-	18
Principal 2016A-1	-	125,000	-	125,000
Principal 2016A-3	-	80,000	-	80,000
Construction 2016 A-1	-	-	10,104	10,104
Construction 2016 A-2	-	-	3	3
Construction 2016 A-3	-	-	15,793	15,793
Due from general fund	-	7,193	-	7,193
Due from debt service fund	-	209,371	-	209,371
Interest receivable	245	3,960	88	4,293
Total assets	<u>\$ 240,916</u>	<u>\$ 1,380,591</u>	<u>\$ 25,988</u>	<u>\$ 1,647,495</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Due to Twin Creeks Ventures	-	19,319	-	19,319
Due to Lennar Homes	467	2,156	-	2,623
Due to debt service fund 2016 A-1	4,212	-	-	4,212
Due to debt service fund 2016 A-3	2,981	209,371	-	212,352
Developer advance	2,500	-	-	2,500
Total liabilities	<u>10,160</u>	<u>230,846</u>	<u>-</u>	<u>241,006</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	-	3,960	88	4,048
Total deferred inflows of resources	<u>-</u>	<u>3,960</u>	<u>88</u>	<u>4,048</u>
Fund balances:				
Restricted for:				
Debt service	-	1,145,785	-	1,145,785
Capital projects	-	-	25,900	25,900
Unassigned	230,756	-	-	230,756
Total fund balances	<u>230,756</u>	<u>1,145,785</u>	<u>25,900</u>	<u>1,402,441</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 240,916</u>	<u>\$ 1,380,591</u>	<u>\$ 25,988</u>	<u>\$ 1,647,495</u>

**CREEKSIDE AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 135,497	0%
Total revenues	-	-	135,497	0%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	-	6,459	0%
Management/accounting/recording	4,287	4,287	51,438	8%
Legal	-	-	10,000	0%
Engineering	1,000	1,000	6,000	17%
Audit	4,120	4,120	5,300	78%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	83	83	1,000	8%
Trustee	-	-	10,500	0%
Telephone	17	17	200	9%
Postage	10	10	500	2%
Printing & binding	42	42	500	8%
Legal advertising	-	-	1,200	0%
Annual special district fee	175	175	175	100%
Insurance	11,203	11,203	12,390	90%
Contingencies/bank charges	68	68	750	9%
Website				
Hosting	-	-	705	0%
ADA website compliance	-	-	210	0%
Total professional & administrative	21,005	21,005	108,327	19%
<b>Field operations</b>				
Wetland maintenance	-	-	2,200	0%
Roadway repairs	-	-	27,000	0%
Drain cleaning	250	250	-	N/A
Total field operations	250	250	29,200	1%
<b>Other fees &amp; charges</b>				
Tax collector	-	-	2,823	0%
Total other fees & charges	-	-	2,823	0%
Total expenditures	21,255	21,255	140,350	15%
Excess/(deficiency) of revenues over/(under) expenditures	(21,255)	(21,255)	(4,853)	
Fund balances - beginning	252,011	252,011	224,551	
Fund balances - ending	\$ 230,756	\$ 230,756	\$ 219,698	

**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 OCTOBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ -	\$ -	\$ 680,551	0%
Interest	3,935	3,935	-	N/A
Total revenues	<u>3,935</u>	<u>3,935</u>	<u>680,551</u>	1%
<b>EXPENDITURES</b>				
Principal - 2016A-1	-	-	125,000	0%
Principal - 2016A-3	-	-	80,000	0%
Interest - 2016A-1	-	-	261,337	0%
Interest - 2016A-3	-	-	193,338	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>659,675</u>	0%
<b>Other fees and charges</b>				
Tax collector	-	-	14,178	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>14,178</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>673,853</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	3,935	3,935	6,698	
Net change in fund balances	3,935	3,935	6,698	
Fund balance - beginning	1,141,850	1,141,850	1,127,860	
Fund balance - ending	<u>\$ 1,145,785</u>	<u>\$ 1,145,785</u>	<u>\$ 1,134,558</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 OCTOBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 88	\$ 88
Total revenues	<u>88</u>	<u>88</u>
<b>EXPENDITURES</b>		
	-	-
Total expenditures	<u>-</u>	<u>-</u>
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfers out	-	-
Total other financing sources/(uses)	<u>-</u>	<u>-</u>
Net change in fund balances	88	88
Fund balances - beginning	25,812	25,812
Fund balances - ending	<u>\$ 25,900</u>	<u>\$ 25,900</u>

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

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

The Board of Supervisors of the Creekside at Twin Creeks Community Development District held a Public Hearing and Regular Meeting on August 26, 2025 at 12:15 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259.

**Present:**

Joseph Wisniewski	Chair
Linda Devito	Vice Chair
Andrew Sturm, Sr.	Assistant Secretary
Todd Friedman	Assistant Secretary
David Goldberger	Assistant Secretary

**Also present:**

Kristen Thomas	District Manager
Mark Watts (via telephone)	District Counsel
Neal Brockmeier (via telephone)	District Engineer
Nick Devito	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Thomas called the meeting to order at 12:17 p.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

Ms. Thomas stated that the Towing Policy Public Hearing will not be held today, as further discussion regarding the Policy is necessary.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2025/2026 Budget**

**A. Proof/Affidavit of Publication**

The affidavit of publication was included for informational purposes.

**B. Consideration of Resolution 2025-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date**

Ms. Thomas presented Resolution 2025-08. She reviewed the proposed Fiscal Year 2026 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any changes. While funds are not budgeted for the lake bank maintenance project, a line item can be added if necessary and Unassigned funds can be used to fund those expenses, with no impact on assessments. Assessments are not projected to increase year-over-year.

Discussion ensued regarding continued minimal response in situations occurring on CDD-owned property for which Operation & Maintenance (O&M) funds are spent, existing issues on Deer Trail and Tree Frog Way, HOA involvement, direct billing to the homeowners with their knowledge and the next steps.

**On MOTION by Mr. Friedman and seconded by Mr. Goldberger, with all in favor, the Public Hearing was opened.**

No affected property owners or members of the public spoke.

**On MOTION by Mr. Wisniewski and seconded by Mr. Goldberger, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Friedman and seconded by Mr. Wisniewski, with all in favor, Resolution 2025-08, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-09,  
Making a Determination of Benefit and  
Imposing Special Assessments for Fiscal**

Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Thomas presented Resolution 2025-09. This is the Assessment Levying Resolution that takes into consideration the adopted budget and the assessments contained therein, directs Staff to prepare a lien roll and transmit the lien roll to the Tax Collector for placement of the assessments on the property tax bill.

**On MOTION by Mr. Goldberger and seconded by Mr. Sturm, with all in favor, Resolution 2025-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

## **FIFTH ORDER OF BUSINESS**

### **Discussion: Draft Parking Policy**

Ms. Thomas distributed the Draft Parking Policy and discussed the redlined versions that include District Counsel's revisions, and feedback received from Supervisors, such as addressing leaking vehicles and possibly requiring vehicles to be moved after 72 hours. She noted the HOA's unwillingness to administer a policy and the absence of a field operations liaison and stated that no response was received from the HOA. The HOA will be noticed of the towing rules in the hopes that the HOA will work with the CDD, even in a cost share arrangement. At this time, no administrator is designated; it would be beneficial for the CDD and the HOA to work together.

Mr. Watts reviewed the redline version, which includes comments from the last meeting and emails received following the meeting. The overall Parking Policy adopts the uniform Statute under Chapter 316 which addresses traffic control within the property and specifically

addresses parking with Rights-of-Way (ROWs) and how that is governed under Florida Statutes. Reference is also made to the St. Johns County code for parking standards. He discussed the following:

➤ Specific Tow-Away Zones would be established and be designated by signs. An Exhibit would identify all roadways where parking is prohibited, with Tow-Away Zones marked. Parking would only be permitted on one side of the roadway.

➤ An administrator is needed; the policy currently designates the District Manager or their designee.

Ms. Thomas stated that the District Manager is mobile; on-site reporting of issues would be needed. She recommended engaging a rover from 11:00 p.m. until 8:00 a.m. and a towing company.

Discussion ensued regarding towing companies, three towing companies approved by the St. Johns County Sheriff's Office willing to meet the CDD's requirements, single-side of the street parking, installation of signage on CDD roadways, the need for on-site management in order to ensure consistent application of the policy, and incorporation of County Ordinance 316, which allows for Code Enforcement or the Sheriff's Office to respond if immediate attention is needed.

Mr. Sturm recalled that the CDD contracted with the Sheriff's Office to enforce the law in the CDD and asked if that would include parking. Mr. Watts stated he will check the Agreement. Ms. Thomas stated that the CDD never received an executed copy of the Agreement. After the Chair and the County executed the document, it was sent to the HOA but a fully executed Agreement was never returned. The HOA was given the ability to contact the Sheriff's Office, but the policy did not include towing.

Discussion ensued regarding whether signs would be posted and whether an Agreement would be signed to allow law enforcement to issue tickets in private areas.

Ms. Thomas noted the lack of sufficient officers to fill all the HOA and CDD shifts.

Mr. Wisniewski expressed concern about habitual overnight street parking and noted that such vehicles might be forcefully moved if necessary for emergency vehicle access.

Discussion ensued regarding vehicles parking in the street overnight; limited manpower; lack of resources limiting enforcement; the need for a consensus regarding whether to prohibit or limit overnight recreational vehicle parking, vessels and trailers; exceptions for vehicle maintenance; and requests for temporary approvals for parking.

Ms. Thomas stated special requests would be difficult without on-site management; such a program exists in another CDD where the HOA administers the program and the rules are designated in the Declaration and Covenants, and they manage the program.

Mr. Watts recommended including an exception or a time limit and updating Sections 5A, 5B, 5C, etc. He stated that, without partnering with the HOA or on-site management, enforcement options are limited.

Discussion ensued regarding how to address special circumstances requiring overnight parking in excess of 24 hours, whether a dashboard placard could be utilized in such instances, a Board Member serving as liaison for requests, whether an online submission system could be implemented, and the costs associated with each solution.

Ms. Thomas noted that Mr. Goldberg could be designated to serve as a liaison to the HOA to discuss ways the HOA can partner with the CDD for the benefit of the residents. She stated the HOA has an online system, with towing and parking capabilities.

It was noted that the original issue, which was leaking vehicles on the roadway, is addressed in Section 5D.

Ms. Thomas summarized the Board's consensus regarding the redlined document:

- Section 2: Designated parking areas on District and County roadways, and other District Property, as outlined, are good.
- Section 3a: Establishment of Tow-Away Zones: A map will be provided designating CDD-owned roads.
- Section 3b: CDD and County Roadways: The consensus is "48 hours"
- Section 4a: Good, as is.
- Section 4b: Mr. Watts will research the St. Johns County guidelines and a provision will be made for emergency exceptions.

➤ Section 5: Discussion ensued regarding whether to impose restrictions on commercial vehicles. The consensus was to research the matter further.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-10, Amending Resolution 2025-03 to Reset the Date, Time, and Location of the Public Hearing Regarding the Adoption of Rules Relating to Parking Enforcement; Ratifying Publication of Notice of Such Hearing; and Providing an Effective Date**

Ms. Thomas presented Resolution 2025-10.

**On MOTION by Mr. Goldberg and seconded by Mr. Sturm, with all in favor, Resolution 2025-10, Amending Resolution 2025-03 to Reset the Date, Time, and Location of October 28, 2025 at 12:15 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259, for the Public Hearing Regarding the Adoption of Rules Relating to Parking Enforcement; Ratifying Publication of Notice of Such Hearing; and Providing an Effective Date, was adopted.**

**On MOTION by Mr. Friedman and seconded by Mr. Wisniewski, with all in favor, designating Mr. Goldberger to work with Staff to finalize and present the Rules Policy to be presented in the Public Hearing, and to work with the HOA to potentially partner to enforce towing rules as they see fit or engaging the HOA to work with the CDD to enforce a policy, was approved.**

Mr. Sturm noted that the towing policy was raised because of leaking vehicles and suggested limiting restrictions to leaking vehicles. Ms. Thomas stated that a change can be discussed and those changes can be made at the Public Hearing.

- Bold City Seal Estimate # 2282**

**This item, previously Item 10B, was presented out of order.**

**On MOTION by Mr. Sturm and seconded by Mr. Friedman, with all in favor, directing the District Engineer to engage with Bold City to begin working on the roadwork, and directing District Counsel to utilize the Property Tax Collector's Office to direct bill 50 Tree Frog Way, was approved.**

**Mr. Watts left the meeting at 1:23 p.m.**

A Board Member distributed information that he sent to Ms. Thomas regarding State Statutes. He noted that the CDD is not recreating the rules; rather, it is enforcing Statutes that are already established.

Discussion ensued regarding the leaking vehicle that led to these discussions; why Code Enforcement was not notified about the leak; and the failure of the HOA to act.

Ms. Thomas stated she will work with District Counsel and Mr. Brockmeier to determine how to manage and enforce the O&M Maintenance Agreement.

A Board Member expressed concern about imposing new rules not expressed in the Covenants when he purchased his home.

A Board Member expressed support for enforcing County ordinances.

Ms. Thomas stated the CDD is spending CDD money unnecessarily, as the money should come from the HOA and not the CDD.

Ms. Devito voiced her opinion that it is common for Declarations to be amended when new neighborhoods are up and running and issues are discovered.

Ms. Thomas stated today's discussions are occurring because the road at 50 Tree Frog Way has been damaged. The CDD is currently under an O&M Agreement that was never fulfilled by the HOA. CDD funds are now being spent to address this issue. A Public Hearing will be held but, ultimately, the CDD wants to partner with the HOA. The final rules will be set on October 28, 2025. The CDD would like to know where the HOA stands.

Mr. Wisniewski discussed his understanding of the events leading up to today and voiced his opinion that the CDD is trying to do something that another entity was supposed to do. He thinks it is unfortunate that no rules and regulations are being enforced, other than those applicable to weeds. He expressed concern about home equity, commercial vehicles parked in the neighborhood, and 50 Tree Frog Way, and noted the need to protect homeowners' investments.

**Ms. Devito left the meeting at 1:29 p.m.**

▪ **Update: HOA Items**

**This item, previously the Tenth Order of Business, was presented out of order.**

**A. 52 Deer Trail [Engineer Certification Status]**

Ms. Thomas stated that all landscaping was installed and the sod is complete. She asked if an Engineering Certification Status is available yet. Mr. Brockmeier replied affirmatively and stated that he emailed the Report to her. Ms. Thomas will email it to the HOA.

**B. 50 Tree Frog Way**

This item is related to the leaking vehicle and was discussed earlier in the meeting.

Ms. Thomas stated that she sent a formal email, of which the Chair is aware, following the last meeting. The homeowner was given specific dates and times to take action. An inappropriate estimate was provided and the homeowner was advised that the CDD would proceed with Bold City, and any and all funds expended by the CDD will be assessed to her property. The homeowner received and acknowledged the information in writing.

Ms. Thomas advised Mr. Brockmeier that he can engage Bold City and commence work. The homeowner will be advised accordingly. The total to be assessed is unknown but the repair was \$10,000 some months ago. Mr. Brockmeier stated the vendor will need access to the roadway.

- **Bold City Seal Estimate # 2282**

This item was presented following the Sixth Order of Business.

**C. ULS AIA Agreement Update**

Ms. Thomas stated that Sara Wells, from United Land Services (ULS), needs an email approval stating that ULS can proceed with cleaning the outlet, along with the repairs discussed. They asked if the Agreement will be amended and if they need to sign it.

Mr. Brockmeier stated that ULS did not complete their original work; the intent was for them to complete their work, not for them to submit another invoice to complete the work they failed to do. He will call Ms. Wells. The original work proposed needs to be completed or a credit needs to be given and then a new invoice issued for the work to be completed..

**D. FECC Lake Bank Update**

Ms. Thomas stated that Jason John, of FECC, is not responding to the follow-up regarding three areas of the lake bank that are not complete, one of which is a home owned by

Mr. Friedman. Funds were withheld. The Board asked for proposals to be presented at the next meeting.

Mr. Sturm voiced his opinion that the water is flowing incorrectly and flows back into the drain in the backyard at 284 Silverene. Mr. Brockmeier stated that area has an inverted sump pipe that discharges to the wetlands. Mr. Brockmeier will inspect the area.

**Mr. Brockmeier left the meeting.**

#### **SEVENTH ORDER OF BUSINESS**

#### **Discussion: Letter to Mosquito Control Board**

Ms. Thomas presented the letter that was sent by the Mosquito Control Board last year. St. John's County does not spray for mosquitoes unless there is a problem. The letter will be re-drafted and sent to ensure that mosquito spraying is completed again this year.

**On MOTION by Mr. Goldberger and seconded by Mr. Sturm, with all in favor, the Letter to the Mosquito Control Board, was approved.**

A resident discussed the mosquito control measures taken in areas with deep water by the Amenity Center and thanked the Board for their attention to this matter.

#### **EIGHTH ORDER OF BUSINESS**

#### **Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]**

- Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

Ms. Thomas noted that it will be necessary to authorize the Chair to approve the findings related to the 2025 Goals and Objectives.

**On MOTION by Mr. Goldberger and seconded by Mr. Friedman, with all in favor, authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, was approved.**

Ms. Thomas presented the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards.

**On MOTION by Mr. Goldberger and seconded by Mr. Friedman, with all in favor, the Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and Standards, were approved.**

A Board Member asked about the status of the CDD. Ms. Thomas stated development of the CDD is not certified complete; upon certification, funds remaining in the Construction Fund account will be transferred into the Debt Service account. Ms. Thomas will check the status and provide an update. A Resolution related to completion certification will be presented at the appropriate time.

#### **NINTH ORDER OF BUSINESS**

#### **Ratification of The Greenery, Inc. Invoice 789020 for Tree Removal [\$1,080]**

Ms. Thomas presented The Greenery, Inc. Invoice 789020 for Tree Removal for removal of a tree struck by lightning that presented a potential safety hazard.

**On MOTION by Mr. Wisniewski and seconded by Mr. Freeman, with all in favor, The Greenery, Inc. Invoice 789020 for Tree Removal, in the amount of \$1,080, was ratified.**

#### **TENTH ORDER OF BUSINESS**

#### **Update: HOA Items**

**A. 52 Deer Trail [Engineer Certification Status]**

**B. 50 Tree Frog Way**

- **Bold City Seal Estimate # 2282**

**C. ULS AIA Agreement Update**

**D. FECC Lake Bank Update**

These items were presented earlier in the meeting.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Consent Agenda Items**

**A. Acceptance of Unaudited Financial Statements as of July 31, 2025**

Mr. Wisniewski left the meeting briefly at 1:50 p.m.

**B. Approval of July 22, 2025 Regular Meeting Minutes**

On MOTION by Mr. Friedman and seconded by Mr. Strum, with all in favor, the Unaudited Financial Statements as of July 31, 2025, were accepted, and the July 22, 2025 Regular Meeting Minutes, as presented, were approved.

**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: Cobb Cole**

**B. District Engineer: Prosser, Inc.**

There were no District Counsel or District Engineer reports.

**C. District Manager: Wrathell, Hunt and Associates, LLC**

- **NEXT MEETING DATE: September 23, 2025 at 12:15 PM**
  - **QUORUM CHECK**

Ms. Thomas stated the September 23, 2025 meeting will be canceled. The next meeting will be a Public Hearing and Regular Meeting on October 28, 2025 at 12:15 p.m.

**THIRTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**FOURTEENTH ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Goldberger and seconded by Mr. Sturm, with all in favor, the meeting adjourned at 1:52p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS B**



Jacksonville Office

13901 Sutton Park Drive S., Suite 200, Jacksonville, FL 32224

November 21, 2025

Creekside at Twin Creeks Community Development District  
Ms. Kristen Thomas  
District Manager  
P.O. Box 810036  
Boca Raton, FL 33481

RE: House Bill, HB 7013 Section 2.1  
Annual Inspection

Dear Ms. Thomas,

In accordance with House Bill HB 7013 Section 2.1, Prime AE has completed our annual review of the portions of the project within the Creekside at Twin Creeks Community Development District constructed to date. We hereby offer the following consulting engineer's report.

The stormwater management ponds, pond control structures, berms, and landscaping within the common areas and have found them in generally good condition and maintained. We recommend the following items are addressed by the District:

1. Pond Control Structure at Pond C-2, remove overgrown vegetation/debris from outfall structure.
2. Pond Control Structure at Pond C-3, remove overgrown vegetation/debris from outfall structure. Replace drainage grate that has fallen into structure.
3. Pond Control Structure at Pond D-1, remove overgrown vegetation/debris from outfall structure.
4. Pond Control Structure at Pond Q-b, remove overgrown vegetation/debris from outfall structure. Replace drainage grate that has fallen into structure.

Noted Maintenance Items:

1. Pond C-1, pond bank slope repair ongoing (Sweet Oak Way)
2. Pond M-1, pond bank slope repair ongoing (Broomsedge Circle)
3. Pond D-4, pond control structure outfall structure sediment removal (Silver Reef Lane)

The entry features have been reviewed and have found them to be in good condition and maintained. The working order of the fountains were not reviewed at this time. It is not recommended that any additional maintenance or repair is necessary at this time.

**We Make Everything Around Us Better.**

[www.primeeng.com](http://www.primeeng.com)



The roadway striping and signage were inspected and have found them to be in good condition. It is not recommended that any additional maintenance or repair is necessary at this time.

Finally, the recreational facilities have been reviewed and have been found to be in generally good condition, and in good working order. The building, pool deck and indoor facilities were not reviewed. These facilities are open for use, are regularly maintained by the operator. It is not recommended that any additional maintenance or repair is necessary at this time.

If you have any additional questions or require additional information, please do not hesitate to call.

Sincerely,

**Prime AE Group**

A handwritten signature in black ink, appearing to read "Neal Brockmeier", with a stylized flourish at the end.

Neal Brockmeier, PE  
District Engineer

## INSPECTION REPORT

<b>PROJECT NO: 111013.32</b> <b>PROJECT NAME: Twin Creek CDD</b>	<b>DATE: 10-14-2025</b>
	<b>TIME ON JOBSITE:</b>  <b>Total: 3.0</b>
<b>INSPECTOR (PROSSER REPRESENTATIVE):</b> Bruce Brown	<b>WEATHER CONDITIONS:</b> 94 Degrees/Sunny
<b>CONTRACTOR'S PRESENT:</b> None	

### WORK OBSERVED

<u>Site Prep/ Grading:</u> Timbering <input type="checkbox"/> Demolition <input type="checkbox"/> Clearing & Grubbing <input type="checkbox"/> Silt Fence/ Erosion Control <input type="checkbox"/> Mass Grading <input type="checkbox"/> Pond Excavation <input type="checkbox"/> Fine Grading <input type="checkbox"/> Grassing/ Stabilization <input type="checkbox"/> Storm Tech Installation <input type="checkbox"/>	<u>Roadway:</u> Balance ROW <input type="checkbox"/> Subgrade <input type="checkbox"/> Curb & Gutter <input type="checkbox"/> Base <input type="checkbox"/> Asphalt <input type="checkbox"/> Sidewalks <input type="checkbox"/> Striping and Signage <input type="checkbox"/>	<u>Utilities:</u> Watermain <input type="checkbox"/> Force main <input type="checkbox"/> Gravity Sewer <input type="checkbox"/> Reuse Main <input type="checkbox"/> Lift Station <input type="checkbox"/> Directional Drill <input type="checkbox"/> Landscape and Irrigation <input type="checkbox"/> Other: Pond Bank Sod Repair <input checked="" type="checkbox"/> 52 Deer Trail <input type="checkbox"/>
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### STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

	Yes	No
Are the Stormwater Pollution Prevention controls on the SWPPP plan being implemented?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there any signs of erosion or sediment in water being discharged?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, explain:		

### COMMENTS:

On 10-14-2025, a site visit was made at Twin Creeks @ Creekside Entryway. Upon arrival, I reviewed drainage installation that was installed along front entryway at Twin Creeks @ Creekside. United Landscaping Services installed (5) 12" drain basins behind landscape berm on the south side of entryway, running out to ditch in front of site parallel with Alt CR-210 and other end draining into storm drainage system. United also cut down swale along the back of first seven lots on the north side of entryway to enable trapped water to drain towards existing storm drain system. Areas were resodded and stabilized upon completion. After walking site and locating all (5) newly installed 12" drain basins it appears that system is functional, and no trapped water was observed during my inspection. Storm drains on northern side of entryway is still actively collecting storm water and swell extending north along rear of lots seem to provide adequate drainage. Additional photos were collected and are available upon request.



Storm Drain and  
new discharge  
drain.



Two drains near first  
lots.



Drain #1

Drain #2



Drain #3

Drain #4



Drain #5

Two additional drains further south and last drain located within ditch bank.

**CREEKSIDE AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS C**

April 16, 2025

Creekside at Twin Creeks CDD  
Attn: Daphne Gillyard, Director of Admin Services  
2300 Glades Rd, Ste. 410W  
Boca Raton, FL 33431

Dear Daphne 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

1046 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, 2025.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes  
Supervisor of Elections

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Beachwalk Clubhouse, 100 Beachwalk Club Dr, St Johns, Florida, 32259</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<b>October 28, 2025</b> <i>rescheduled to December 2, 2025</i>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>December 2, 2025</b>	<b>Public Hearing and Regular Meeting</b> <i>Adoption of Rules Related to Parking and Parking Enforcement</i>	<b>12:45 PM</b>
<b>December 16, 2025* CANCELED</b>	<b>Regular Meeting</b>	<b><del>12:15 PM</del></b>
<b>January 27, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>February 24, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>March 24, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>April 28, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>May 26, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>June 23, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>July 28, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>August 25, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>
<b>September 22, 2026</b>	<b>Regular Meeting</b>	<b>12:15 PM</b>

**Exception**

*\*December meeting date is one (1) week earlier to accommodate the holidays*