

# **CREEKSIDE AT TWIN CREEKS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**January 27, 2026**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**CREEKSIDER 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://creeksideattwincreekscdd.net/>

January 20, 2026

Board of Supervisors  
Creekside at Twin Creeks Community Development District

### ATTENDEES:

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

### **NOTE: Meeting Time**

Dear Board Members:

The Board of Supervisors of the Creekside at Twin Creeks Community Development District will hold a Regular Meeting on January 27, 2026 at 12:15 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion/Consideration of Lake Bank Repair Proposals
  - A. AIA Lake Bank Agreement
  - B. Paul Krupp, Inc. Estimate No. 1001 [590 Broomsedge Circle \$4,500]
  - C. Atlantic Pipe Services Proposal No. 10506 [284 Silver Reef Lane \$5,760]
  - D. Paul Krupp, Inc. Estimate No. 1002 [246 Sweet Oaks Way \$5,300]
4. Update: 50 Tree Frog Way
5. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form
  - A. October 1, 2024 - September 30, 2025 [Posted]
  - B. October 1, 2025 - September 30, 2026
6. Consent Agenda Items
  - A. Acceptance of Unaudited Financial Statements as of December 31, 2025
  - B. Approval of December 2, 2025 Public Hearing and Regular Meeting Minutes
7. Staff Reports
  - A. District Counsel: *Cobb Cole*

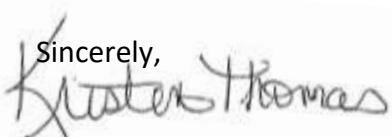
- B. District Engineer: *Prosser, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: February 24, 2026 at 12:15 PM
    - QUORUM CHECK

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

- 8. Board Members' Comments/Requests
- 9. Public Comments
- 10. Adjournment

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

Sincerely,



Kristen Thomas  
District Manager

.....  
FOR BOARD AND STAFF TO ATTEND BY TELEPHONE  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 866 4977**

**CREEKSIDER AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**

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**From:** Neal Brockmeier <[nbrockmeier@prosserinc.com](mailto:nbrockmeier@prosserinc.com)>  
**Sent:** Wednesday, January 7, 2026 8:21 AM  
**To:** Kristen Thomas <[thomask@whhassociates.com](mailto:thomask@whhassociates.com)>  
**Subject:** RE: Twin Creeks North - Requisition for partial invoice payment FECC missed obligation to contract

Kristen,

I've attached the bids received to complete the outstanding FECC scope of work, please review and let me know if you have any questions.

The open item at 269 Silver Leaf, extension of drainage pipe into pond, the normal pond water level has recovered, and the drainage pipe is located below the water elevation of the pond. No further maintenance is recommended.

**Neal Brockmeier, PE**  
Vice President, Civil Engineering



We Make Everything  
Around Us Better

904.477.0488 (Mobile)  
904.739.3655 (Office)  
[neal.brockmeier@primeeng.com](mailto:neal.brockmeier@primeeng.com)

**CREEKSIDER AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

# AIA® 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](mailto: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 » (\$ « 100,00.00 ») 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, cancelation, 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 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)*



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 above. If any other damage is found.				\$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 price LIST BELOW				
	MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK, Backfill Pound Bank				



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 above. If any other damage is found.				\$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 price LIST BELOW				
	MOT, LAYOUT, NIGHT PLANT FEE, NIGHT WORK,				

Received  
to pay  
Wal-mart  
(text) Babson  
from Jason (Dm)



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 above. If any other damage is found.				\$0.00
					\$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 price 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

**CREEKSIDER AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

# ESTIMATE

Paul Krupp Inc  
9867 Leahy Rd  
Jacksonville, FL 32246-3449

brianpkrupp@gmail.com  
+1 (904) 444-0110



## Bill to

District Manager Kristen Thomas  
Creekside at Twin Creeks Community  
Development District  
2300 Glades Rd Suite 410W  
Boca Raton, FL 33431

## Ship to

District Manager Kristen Thomas  
Creekside at Twin Creeks Community  
Development District  
2300 Glades Rd Suite 410W  
Boca Raton, FL 33431

## Estimate details

Estimate no.: 1001  
Estimate date: 11/06/2025

#	Product or service	Description	Qty	Rate	Amount
1.	<b>Services</b>	Add dirt, Compact, and add silt fence at water's edge. Stabilize pond bank upon completion	1	\$4,500.00	\$4,500.00
			<b>Total</b>	<b>\$4,500.00</b>	

## Note to customer

Work location 590 Broomsedge Circle  
Drainage easement is approximately four properties away from affected site. Access will be required. Payment due within 30 days of inspection of work completed. Look forward to doing business.

Contact  
Bruce Brown  
Construction Project Manager  
Prime A E

Accepted date 12/04/2025

Accepted by

**CREEKSIDER AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3C**



1420 Martin Luther King Jr Blvd  
Sanford, FL 32771  
(407) 792-1360  
info@atlanticpipe.us

## PROPOSAL

10506

<b>CUSTOMER:</b> CREEKSIDE AT TWIN CREEKS CDD	<b>PHONE:</b> 561-517-5111	<b>DATE:</b> 11/12/2025
<b>STREET:</b> 2300 Glades Road, Suite 410W	<b>JOB NAME:</b> Twin Creeks 284 Silver Reef Lane	
<b>CITY/STATE/ZIP:</b> Boca Raton, FL, 33431	<b>JOB LOCATION:</b> 284 Silver Reef Lane, St Augustine, FL,	
<b>ATTN:</b> Kristen Thomas	<b>E-MAIL:</b>	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
<b>Seq: Storm Standard Services</b>				
8.00	Storm Standard Cleaning (8HR Day Rate)	HRS	295.00	2,360.00
1.00	Fuel Recovery - Vac Truck (Per Mobilization)	EA	150.00	150.00
5.00	Storm Offsite Disposal (5 ton minimum)	EA	135.00	675.00
<b>Seq: Diving/ Excavation</b>				
1.00	Plugging and Dewatering	EA	2,500.00	2,500.00
1.00	Fuel Recovery - Dive Truck (Per Mobilization)	EA	75.00	75.00
<b>TOTAL</b>				<b>5,760.00</b>

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd  
Sanford, FL 32771  
(407) 792-1360  
info@atlanticpipe.us

**PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:**

- 1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate
- 2) Emergency Call Outs will be subject to increased rates.
- 3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified
- 4) Travel Time charges are assessed on a job by job basis
- 5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at \$75.00 per set.
- 6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site
- 7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

*Atlantic Pipe Services is committed to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.*

**We propose to hereby furnish the following:**

Our Proposal includes Labor, Material, Equipment, and Workmanship necessary to perform all work shown above.

Work will be subject to an 8-hour Day rate (per piece of equipment). Additional time will be billed hourly:

-Vac Truck Hourly Rates: \$295.00 per hour

Additional mobilizations will be subject to a 4 Hour Minimum

\*\*\*Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field.\*\*\*



ATLANTIC PIPE SERVICES

1420 Martin Luther King Jr Blvd  
Sanford, FL 32771  
(407) 792-1360  
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

Heavy Cleaning determined by percentage of debris in pipeline				
Heavy Cleaning Rates	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				

## CUSTOMER RESPONSIBILITIES

- Local Dump-Site for safe disposal of debris / waste material removed from Project Location
- Local Metered Water Source
- Exposure of structures and access to all work areas without delay
- Stabilized Access to Work Areas - Two Wheel Drive Accessible
- Access to secure site for equipment storage
- Maintenance of Traffic - If Applicable

## CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renegotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

## ATLANTIC PIPE SERVICES, LLC

PRINT NAME / TITLE	Cassie Winters-Smith - Project Estimator	DATE	12/1/2025
SIGNATURE	Cassie Winters-Smith		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

## CUSTOMER

PRINT NAME / TITLE		DATE	
SIGNATURE			

**ATLANTIC PIPE SERVICES, LLC  
STANDARD TERMS & CONDITIONS OF BUSINESS**

**COMPANY:** Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

**CUSTOMER:** Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

**PROPOSAL & QUOTATION:** All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

**PAYMENT TERMS:** Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

**REMEDIES FOR NON-PAYMENT:** All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

**WARRANTIES:** All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

**INDEPENDENT CONTRACTOR:** Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

**UNFORESEEN OCCURRENCE:** In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

**DOWNTIME/STOPPAGES/ADDITIONAL WORK:** In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

**PROJECT ESTIMATES:** APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

**CUSTOMER PURCHASE ORDERS:** In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

**CONTRACT ACCEPTANCE:** In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

**DISCLAIMER:** APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

**CUSTOMER RESPONSIBILITIES:** The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

**CREEKSIDER AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3D**

# ESTIMATE

Paul Krupp Inc  
9867 Leahy Rd  
Jacksonville, FL 32246-3449

brianpkrupp@gmail.com  
+1 (904) 444-0110



## Bill to

District Manager Kristen Thomas  
Creekside at Twin Creeks Community  
Development District  
2300 Glades Rd Suite 410W  
Boca Raton, FL 33431

## Ship to

District Manager Kristen Thomas  
Creekside at Twin Creeks Community  
Development District  
2300 Glades Rd Suite 410W  
Boca Raton, FL 33431

## Estimate details

Estimate no.: 1002  
Estimate date: 11/06/2025

#	Product or service	Description	Qty	Rate	Amount
1.	<b>Pond Bank Restoration</b>	Remove vegetation, rebuild slope, compact, stabilize, replace sod to affected area	1	\$5,300.00	\$5,300.00
			<b>Total</b>	<b>\$5,300.00</b>	

## Note to customer

426 Sweet Oak Way  
St. Augustine, FL 32095

Repair washout out on pond bank behind listed address

Contact  
Bruce Brown  
Construction Project Manager  
Prime A E

Accepted date 12/04/2025

Accepted by

# **CREEKSIDER AT TWIN CREEKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

**Bold City Seal**

2220 CR210 W. Suite 108. PMB120  
Jacksonville, FL 32259  
boldcityseal@gmail.com

**INVOICE**

BILL TO  
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

INVOICE 2868  
DATE 01/09/2026  
TERMS Net 15  
DUE DATE 01/24/2026

ACTIVITY	QTY	RATE	AMOUNT
Asphalt Repairs 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
BALANCE DUE			<b>\$5,710.25</b>

Pay invoice



Invoice Approved for  
Direct Payment by Client

Project Name: Creekside at Twin Creeks CDD

Project Number: 111013.65

Reviewed by: Neal Brockmeier

Date: 1-20-26

Subconsultant: \_\_\_\_\_

Services: road repairs

## INSPECTION REPORT

<b>PROJECT NO:</b> 111013.32 <b>PROJECT NAME:</b> Creekside at Twin Creek CDD	<b>DATE:</b> 01-14-2026
<b>INSPECTOR (PROSSER REPRESENTATIVE):</b> Bruce Brown	
<b>CONTRACTOR'S PRESENT:</b> None	
<b>WEATHER CONDITIONS:</b> 52 Degrees/Sunny	

WORK OBSERVED				
<u>Site Prep/ Grading:</u> Timbering Demolition Clearing & Grubbing Silt Fence/ Erosion Control Mass Grading Pond Excavation Fine Grading Grassing/ Stabilization Storm Tech Installation	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<u>Roadway:</u> Balance ROW Subgrade Curb & Gutter Base Asphalt Sidewalks Striping and Signage	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<u>Utilities:</u> Watermain Force main Gravity Sewer Reuse Main Lift Station Directional Drill Landscape and Irrigation Other: Asphalt Repair 50 Tree Frog Way

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

COMMENTS:	
On 01-14-2026, a site visit was made at Twin Creeks @ Creekside (50 Tree Frog Way). Upon arrival, I walked asphalt repair site and collected photos of site conditions.	
After a visual inspection was made the site appears to be functional and completed. Photos were collected and are available upon request.	



## ASPHALT MIX DESIGN - SP 18-16346A (TL-C)

Owning Company

Duval Asphalt Products, Inc.

Type Mix

SP-9.5

Intended Use Of Mix

Structural

Design Traffic Level

C

Gyrations @ Ndes

75

Product

Description

Name

Production Facility

Plant/Mine

Terminal

334-CRUSHED	Crushed RAP Stockpile	1-18 (Continuous)	Duval Asphalt Products, Inc.	A0216	
C52	S1B Stone		Vulcan Materials Company	GA178	
F21	Screenings	Screenings	Vulcan Materials Company	GA178	
Sand	Sand				

## PERCENTAGE BY WEIGHT TOTAL AGGREGATE PASSING SIEVES

Blend	40%	21%	33%	6%				JOB MIX FORMULA	CONTROL POINTS	PRIMARY CONTROL SIEVE
Product	334-CRUSHED RAP	C52	F21	Sand						
SIEVE SIZE	3/4" 19.0mm	100	100	100	100			100		
	1/2" 12.5mm	99	100	100	100			100	100 -	
	3/8" 9.5mm	95	97	100	100			97	90 - 100	
	No. 4 4.75mm	80	32	100	100			78	- 89	
	No. 8 2.36mm	62	4	78	100			57	48 - 67	47
	No. 16 1.18mm	51	2	52	98			44	35 -	
	No. 30 600µm	43	2	34	94			34	26 -	
	No. 50 300µm	34	2	24	59			25	19 -	
	No. 100 150µm	19	1	15	10			13		
	No. 200 75µm	8.7	1.0	6.0	1.0			6.0	2 - 10	
	G <sub>sb</sub>	2.589	2.705	2.713	2.626			2.655		

The mix properties of the Job Mix Formula have been conditionally verified, pending successful final verification during production at the assigned plant, the mix design is approved subject to F.D.O.T. specifications. JMF reflects aggregate changes expected during production.

Total Binder Content 6.0 %Gmb @ Ndes 2.372Ignition Oven Corr. Factor -0.05Gmm 2.471

(+ To Be Added)/(- To Be Subtracted)

Gmm Corr. Factor -0.002Va 4.0Mixing Temp. 300 °FVMA 16.0Effective Date 5/30/2018

(Plant)

Compaction Temp. 300 °FVFA 75Expiration Date 5/30/2027

(Roadway)

Spread Rate @ 1" 107 lb/yd<sup>2</sup>P-200/Pbe 1.2Binder from Recycled Materials 2.24 %PG 52-28 to be added 3.76 %

Additives

Anti-strip to be added. See APL for dosage rate.

# **CREEKSIDER AT TWIN CREEKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

**CREEKSIDER AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5A**

**CREEKSIDER AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes  No

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes  No

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1      District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1      Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  No

## **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

**Measurement:** Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No

## **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No

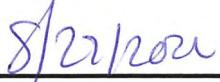
Pending Board Approving Audit Resolution



District Manager



Print Name



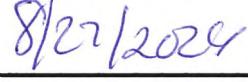
Date



Chair/Vice Chair, Board of Supervisors



Print Name



Date

**CREEKSIDER AT TWIN CREEKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

**CREEKSIDER AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2025 – September 30, 2026**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

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**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes  No

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**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No

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**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes  No

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### **Goal 2.1      District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No

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### **Goal 3.1      Annual Budget Preparation**

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**Achieved:** Yes  No

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**Standard:** CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No

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**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

**Achieved:** Yes  No

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District Manager

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Print Name

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Date

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Chair/Vice Chair, Board of Supervisors

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Print Name

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Date

**CREEKSIDE AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

**CONSENT  
AGENDA**

**CREEKSIDER AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

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

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 291,782	\$ -	\$ -	\$ 291,782
Reserve 2016 A-1	-	236,477	-	236,477
Reserve 2016 A-3	-	314,662	-	314,662
Revenue 2016 A-1	-	154,286	-	154,286
Revenue 2016 A-3	-	65,025	-	65,025
Interest 2016 A-1	-	88	-	88
Interest 2016 A-3	-	65	-	65
Prepayment 2016 A-1	-	4,537	-	4,537
Prepayment 2016 A-2	-	18	-	18
Principal 2016A-1	-	82	-	82
Principal 2016A-3	-	53	-	53
Construction 2016 A-1	-	-	10,171	10,171
Construction 2016 A-2	-	-	3	3
Construction 2016 A-3	-	-	15,897	15,897
Due from general fund	-	54,975	-	54,975
Interest receivable	92	2,326	82	2,500
Total assets	<u><u>\$ 291,874</u></u>	<u><u>\$ 832,594</u></u>	<u><u>\$ 26,153</u></u>	<u><u>\$ 1,150,621</u></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	32,191	-	-	32,191
Due to debt service fund 2016 A-3	22,784	-	-	22,784
Developer advance	2,500	-	-	2,500
Total liabilities	<u><u>57,942</u></u>	<u><u>21,475</u></u>	<u><u>-</u></u>	<u><u>79,417</u></u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	-	2,326	82	2,408
Total deferred inflows of resources	<u><u>-</u></u>	<u><u>2,326</u></u>	<u><u>82</u></u>	<u><u>2,408</u></u>
Fund balances:				
Restricted for:				
Debt service	-	808,793	-	808,793
Capital projects	-	-	26,071	26,071
Unassigned	233,932	-	-	233,932
Total fund balances	<u><u>233,932</u></u>	<u><u>808,793</u></u>	<u><u>26,071</u></u>	<u><u>1,068,796</u></u>
Total liabilities, deferred inflows of resources and fund balances	<u><u>\$ 291,874</u></u>	<u><u>\$ 832,594</u></u>	<u><u>\$ 26,153</u></u>	<u><u>\$ 1,150,621</u></u>

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 11,168	\$ 18,584	\$ 135,497	14%
Total revenues	<u>11,168</u>	<u>18,584</u>	<u>135,497</u>	14%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	1,077	1,077	6,459	17%
Management/accounting/recording	4,287	12,860	51,438	25%
Legal	1,267	1,267	10,000	13%
Engineering	-	3,352	6,000	56%
Audit	-	4,120	5,300	78%
Arbitrage rebate calculation	1,000	1,000	1,000	100%
Dissemination agent	83	250	1,000	25%
Trustee	-	-	10,500	0%
Telephone	17	50	200	25%
Postage	33	112	500	22%
Printing & binding	42	125	500	25%
Legal advertising	85	227	1,200	19%
Annual special district fee	-	175	175	100%
Insurance	-	11,203	12,390	90%
Contingencies/bank charges	76	223	750	30%
Website				
Hosting	-	-	705	0%
ADA website compliance	-	-	210	0%
Total professional & administrative	<u>7,967</u>	<u>36,041</u>	<u>108,327</u>	33%
<b>Field operations</b>				
Wetland maintenance	-	-	2,200	0%
Roadway repairs	-	-	27,000	0%
Drain cleaning	-	250	-	N/A
Total field operations	<u>-</u>	<u>250</u>	<u>29,200</u>	1%
<b>Other fees &amp; charges</b>				
Tax collector	223	372	2,823	13%
Total other fees & charges	<u>223</u>	<u>372</u>	<u>2,823</u>	13%
Total expenditures	<u>8,190</u>	<u>36,663</u>	<u>140,350</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	2,978	(18,079)	(4,853)	
Fund balances - beginning	230,954	252,011	224,551	
Fund balances - ending	<u>\$ 233,932</u>	<u>\$ 233,932</u>	<u>\$ 219,698</u>	

**CREEKSIDER 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 DECEMBER 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 56,096	\$ 93,342	\$ 680,551	14%
Interest	2,404	10,299	-	N/A
Total revenues	<u>58,500</u>	<u>103,641</u>	<u>680,551</u>	15%
<b>EXPENDITURES</b>				
Principal - 2016A-1	-	125,000	125,000	100%
Principal - 2016A-3	-	80,000	80,000	100%
Interest - 2016A-1	-	132,114	261,337	51%
Interest - 2016A-3	-	97,719	193,338	51%
Total expenditures	<u>-</u>	<u>434,833</u>	<u>659,675</u>	66%
<b>Other fees and charges</b>				
Tax collector	1,120	1,865	14,178	13%
Total other fees and charges	<u>1,120</u>	<u>1,865</u>	<u>14,178</u>	13%
Total expenditures	<u>1,120</u>	<u>436,698</u>	<u>673,853</u>	65%
Excess/(deficiency) of revenues over/(under) expenditures	57,380	(333,057)	6,698	
Net change in fund balances	57,380	(333,057)	6,698	
Fund balance - beginning	<u>751,413</u>	<u>1,141,850</u>	<u>1,127,860</u>	
Fund balance - ending	<u>\$ 808,793</u>	<u>\$ 808,793</u>	<u>\$ 1,134,558</u>	

**CREEKSIDER 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 DECEMBER 31, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 83	\$ 259
Total revenues	<u>83</u>	<u>259</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Net change in fund balances	83	259
Fund balances - beginning	25,988	25,812
Fund balances - ending	<u>\$ 26,071</u>	<u>\$ 26,071</u>

**CREEKSIDER 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 held a Public Hearing and Regular Meeting on December 2, 2025 at 12:45 p.m., at the Walk 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

**AUDIO WAS NOT AVAILABLE  
MINUTES TRANSCRIBED FROM THE MEETING NOTES**

## **FIRST ORDER OF BUSINESS**

## Call to Order/Roll Call

Ms. Thomas called the meeting to order at 12:48 p.m. All Supervisors were present.

## SECOND ORDER OF BUSINESS

## Public Comments

No members of the public spoke.

## THIRD ORDER OF BUSINESS

**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**

Ms. Thomas presented Resolution 2026-01.

**On MOTION by Mr. Goldberger and seconded by Mr. Wisniewski, with all in favor, 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, was adopted.**

## FOURTH ORDER OF BUSINESS

# 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**

Ms. Thomas presented Resolution 2026-02. She reviewed the Parking Policy.

55 Discussion ensued regarding verbiage, changes to the Policy, and who will be authorized  
56 to initiate towing.

The following changes were made:

58 Section 2b: "OTHER DISTRICT PROPERTY. For all other District property, no parking is  
59 permitted at any time, except that vehicle parking is permitted for District staff and/or District  
60 vendors/contractors in connection with District business."

61                   Section 2b: Insert “DISTRICT AND COUNTY ROADWAYS. In the event that a vehicle is  
62                   parked on District or County roadways in contravention of state law and/or local ordinances,  
63                   the District Manager or his/her designee shall contact the St. Johns County Sheriff’s Office to  
64                   enforce such parking regulations.”

65           Section 4: Insert “In addition, no vehicle that is visibly inoperable or immobile may  
66   remain on any portion of District property for more than forty-eight (48) hours. Any vehicle or  
67   vessel parked on District Property in violation of this section is subject to towing and removal as  
68   provided herein.” After “property.”

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

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Goldberger and seconded by Mr. Sturm, with all in favor, Resolution 2026-02, Adopting Parking Policies for the District, as amended; Providing for Severability, Providing for Conflicts; and Providing an Effective Date, was adopted.

80

81 **FIFTH ORDER OF BUSINESS**

82 **Discussion/Consideration of ASAP Towing**  
83 **& Storage Vehicle Removal Agreement**  
84 **from Private Property**

85 Ms. Thomas presented the ASAP Towing & Storage Vehicle Removal Agreement. Only  
86 the CDD Board Members and District Manager are authorized to initiate towing.

87 **On MOTION by Mr. Friedman and seconded by Mr. Goldberger, with all in**  
88 **favor, the ASAP Towing & Storage Vehicle Removal Agreement from Private**  
89 **Property, with only CDD Board Members and the District Manager being**  
90 **authorized to initiate towing, was approved.**

91

92

93 **SIXTH ORDER OF BUSINESS**

94 **Consideration of Bold City Seal Services,**  
95 **LLC Agreement for Asphalt Repair Services**

96 Ms. Thomas presented the Bold City Seal Services, LLC Agreement.

97 **On MOTION by Mr. Friedman and seconded by Mr. Sturm, with all in favor, the**  
98 **Bold City Seal Services, LLC Agreement for Asphalt Repair Services, subject to**  
99 **verification of the warranty work, was approved.**

100

101

102 **SEVENTH ORDER OF BUSINESS**

103 **Consideration of Resolution 2026-03,**  
104 **Implementing Section 190.006(3), Florida**  
105 **Statutes, and Requesting that the St. Johns**  
106 **County Supervisor of Elections Conduct the**  
107 **District's General Elections; Providing for**  
108 **Compensation; Setting Forth the Terms of**  
109 **Office; Authorizing Notice of the Qualifying**  
110 **Period; and Providing for Severability and**  
111 **an Effective Date**

112

113 Ms. Thomas presented Resolution 2026-03. Seats 3, 4, and 5, currently held by Andrew  
114 P. Sturm, Sr., David Goldberger, and Todd Friedman, respectively, are up for election in the  
November 2026 General Election.

115

116

117

118

119

120

121 **On MOTION by Mr. Wisniewski and seconded by Ms. Devito, with all in favor,**  
122 **Resolution 2026-03, Implementing Section 190.006(3), Florida Statutes, and**  
123 **Requesting that the St. Johns County Supervisor of Elections Conduct the**  
124 **District's General Elections; Providing for Compensation; Setting Forth the**  
125 **Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for**  
126 **Severability and an Effective Date, was adopted.**

## 123 EIGHTH ORDER OF BUSINESS

124  
125  
126 Discussion: Drain Boxes Throughout CDD  
127 Property (73 Fellbrook)128  
129 Ms. Thomas stated Prime will perform drain box warranty work next Wednesday to  
130 repair irrigation damage. The photos will be updated. Staff will follow up.

## 131 NINTH ORDER OF BUSINESS

Updates

## 132 A. Mosquito Control Spraying

133 Ms. Thomas gave an update on the mosquito control spraying.

## 134 B. FECC Lake Bank Work (Maintenance Agreement)

135 Ms. Thomas noted the attempts to reach FECC about three areas of the lake bank that  
136 are not complete. It was noted that six emails were sent but there was no response. The FECC  
137 termination letter was approved. The District Engineer will find a vendor to perform the work.

## 138 TENTH ORDER OF BUSINESS

139 Discussion/Consideration of Transferring  
140 General Funds to Bank United ICS Account141 Ms. Thomas discussed transferring funds in the General Fund into a BankUnited Insured  
142 Cash Sweep (ICS) account.143 On MOTION by Mr. Sturm and seconded by Mr. Wisniewski, with all in favor,  
144 transferring General Fund funds into a BankUnited Insured Cash Sweep  
145 account, was approved.

## 146 ELEVENTH ORDER OF BUSINESS

147  
148 Presentation of Audited Financial Report  
149 for the Fiscal Year Ended September 30,  
150 2024, Prepared by Berger, Toombs, Elam,  
151 Gaines & Frank152 Ms. Thomas presented the Audited Financial Report for the Fiscal Year Ended  
153 September 30, 2024. There were no findings, recommendations, deficiencies on internal  
154 control or instances of non-compliance; it was a clean audit.155 A. Consideration of Resolution 2026-04, Hereby Accepting the Audited Annual Financial  
156 Report for the Fiscal Year Ended September 30, 2024157  
158 On MOTION by Mr. Wisniewski and seconded by Mr. Goldberger, with all in  
159 favor, Resolution 2026-04, Hereby Accepting the Audited Annual Financial  
160 Report for the Fiscal Year Ended September 30, 2024, was adopted.

161

162

163 **TWELFTH ORDER OF BUSINESS** Consent Agenda Items

164

165 A. **Acceptance of Unaudited Financial Statements as of October 31, 2025**166 B. **Approval of August 26, 2025 Public Hearing and Regular Meeting Minutes**167 

**On MOTION by Mr. Goldberger and seconded by Mr. Wisniewski, with all in  
168 favor, the Unaudited Financial Statements as of October 31, 2025, were  
169 accepted and the August 26, 2025 Public Hearing and Regular Meeting  
170 Minutes, as presented, were approved.**

171

172

173 **THIRTEENTH ORDER OF BUSINESS** Staff Reports

174

175 A. **District Counsel: Cobb Cole**176 B. **District Engineer: Prosser, Inc.**177 • **Annual Inspection Report**178 • **Drainage Walk Inspection Report**

179 There were no District Counsel or District Engineer reports.

180 C. **District Manager: Wrathell, Hunt and Associates, LLC**181 • **1,046 Registered Voters in District as of April 15, 2025**182 • **NEXT MEETING DATE: January 27, 2026 at 12:15 PM**183 ○ **QUORUM CHECK**

184

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

186

187 There were no Board Members' comments or requests.

188

189 **FIFTEENTH ORDER OF BUSINESS** Public Comments

190

191 No members of the public spoke.

192

193 **SIXTEENTH ORDER OF BUSINESS** Adjournment

194

195 

**On MOTION by Mr. Wisniewski and seconded by Mr. Sturm, with all in favor,  
196 the meeting adjourned at 2:47 p.m.**

197

198

199

200

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Secretary/Assistant Secretary

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Chair/Vice Chair

**CREEKSIDER AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

**LOCATION**

*Beachwalk Clubhouse, 100 Beachwalk Club Dr, St Johns, Florida, 32259*

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>12:15 PM</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*