



Rizzetta & Company

# **TWO CREEKS Community Development District**

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**Board of Supervisors' Meeting  
August 13, 2025**

**District Office:  
2806 N. Fifth Street  
St. Augustine, FL 32084**

**[www.twocreeksbdd.org](http://www.twocreeksbdd.org)**

## **TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT**

Courtyard by Marriott 610 Wells Road, (I-295 & US 17), Orange Park, Florida 32073

[www.twocreeksd.org](http://www.twocreeksd.org)

<b>Board of Supervisors</b>	Barbara Rhodes Lan Nguyen Brian Wigal Jeffrey Murphy VACANT	Chairperson Vice Chairperson Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Ben Pfuhl	Rizzetta & Company, Inc.
<b>District Counsel</b>	Kyle Magee	Kutak Rock, LLP
<b>District Engineer</b>	D. Glynn Taylor	Taylor & White

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.twocreeksbdd.org](http://www.twocreeksbdd.org)

**Board of Supervisors  
Two Creeks Community  
Development District**

**August 6, 2025**

## **FINAL AGENDA**

Dear Board Members:

The regular **meeting** of the Board of Supervisors of the Two Creeks Community Development District will be held on, **August 13, 2025, at 6:00 p.m.** at the Courtyard by Marriott located at 610 Wells Road, Orange Park, Florida 32073.

### **BOARD OF SUPERVISORS MEETING:**

#### **1. CALL TO ORDER/ROLL CALL**

#### **2. AUDIENCE COMMENTS ON AGENDA ITEMS**

#### **3. BUSINESS ADMINISTRATION**

- A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting, held May 28, 2025.....Tab 1
- B. Ratification of Operation & Maintenance Expenditures for May and June 2025.....Tab 2

#### **4. STAFF REPORTS**

- A. District Counsel
- B. District Engineer
- C. Landscape Manager- BrightView.....Tab 3
  - 1.) Consideration of Natural Area Clearance Proposal
  - 2.) Consideration of Requested Hazard Tree Removal Proposals
  - 3.) Consideration of Irrigation Work Proposals
- D. Amenity and Field Operation Manager.....Tab 4
  - 1.) First Coast CMS Report
- E. District Manager.....Tab 5
  - 1.) Discussion of Encroachments on District Property

#### **5. BUSINESS ITEMS**

- A. Consideration of Landscape Inspection Services.....Tab 6
- B. Public Hearing on Fiscal Year 2025-2026 Budget.....Tab 7
  - 1.) Consideration of Resolution 2025-13; Adopting Fiscal Year 2025/2026 Budget
- C. Public Hearing on Special Assessments.....Tab 8
  - 1.) Consideration of Resolution 2025-14; Imposing Special Assessments
- D. Acceptance of Amenity Service Renewal Agreement.....Tab 9
- E. Acceptance of Addendum for Professional District Services.....Tab 10
- F. Consideration of Security Proposal – *(Under Separate Cover) \**

#### **6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**

#### **7. ADJOURNMENT**

I look forward to seeing you at the meeting. If you have any questions, please contact us at 904-436-6270.

*\*Florida law requires Board discussions related to the District's security system, as well as any discussions that would reveal the operations of the security system, types of equipment, and/or locations, to be held in a closed session, per Section 119.071(3) of the Florida Statutes.*

Sincerely,  
*Ben Pfuhl*  
District Manager

## **Tab 1**

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**TWO CREEKS  
COMMUNITY DEVELOPMENT DISTRICT**

The **regular meeting** of the Board of Supervisors of Two Creeks Community Development District was held on **May 28, 2025, at 6:00 p.m.** at the Courtyard by Marriott located at 610 Wells Road, Orange Park, FL 32073.

**Present and constituting a quorum:**

Barbra Rhodes	<b>Board Supervisor, Vice Chairperson</b>
Lan Nguyen	<b>Board Supervisor, Assistant Secretary</b>
Jeffery Murphy	<b>Board Supervisor, Assistant Secretary</b>

**Also present were:**

Ben Pfuhl	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Royce Peaden	<b>Account Manager, BrightView Landscape</b>
Marty Czako	<b>Facility &amp; Operations Manager, First Coast CMS</b>
Kyle Magee	<b>District Counsel, Kutak Rock, LLP</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Pfuhl called the meeting to order at 6:00 p.m.

**SECOND ORDER OF BUSINESS**

**Audience Comments on  
Agenda Items**

No audience comments at this time.

**THIRD ORDER OF BUSINESS**

**Acceptance of the Resignation of  
Supervisor Karen Knowles**

Mr. Pfuhl reviewed the resignation notice of Karen Knowles with an effective date of March 5, 2025.

On motion by Ms. Rhodes, seconded by Ms. Nguyen, with all in favor, the Board of Supervisors accepted the resignation of Supervisor Karen Knowles, for Two Creeks Community Development District.

**FOURTH ORDER OF BUSINESS****Consideration of Appointments to Vacant Seats**

On motion by Ms. Rhodes, seconded by Mr. Murphy, with all in favor, the Board of Supervisors appointed Lan Nguyen to Seat 1 of the Board of Supervisors, for Two Creeks Community Development District.

On motion by Ms. Rhodes, seconded by Ms. Nguyen, with all in favor, the Board of Supervisors appointed Brian Wigal to Seat 3 of the Board of Supervisors, for Two Creeks Community Development District.

**FIFTH ORDER OF BUSINESS****Consideration Resolution 2025-02; Redesignating Officers**

On motion by Mr. Murphy, seconded by Ms. Rhodes, with all in favor, the Board of Supervisors adopted Resolution 2025-02; designating Ms. Rhodes as Chairperson, Ms. Nguyen as Vice Chairperson, and Mr. Murphy and Mr. Wigal as Assistant Secretaries, for Two Creeks Community Development District.

**SIXTH ORDER OF BUSINESS****Consideration of the Minutes of the Board of Supervisors' Regular Meeting, held February 26, 2025**

On motion by Ms. Rhodes, seconded by Ms. Nguyen, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Regular Meeting held on February 26, 2025, for Two Creeks Community Development District.

**SEVENTH ORDER OF BUSINESS****Ratification of Operation & Maintenance Expenditures for January, February, March, and April 2025**

On motion by Mr. Murphy, seconded by Ms. Nguyen, with all in favor, the Board of Supervisors ratified the operation & maintenance expenditures for January 2025, in the amount of \$57,979.95, February 2025, in the amount of \$14,678.67, March 2025, in the amount of \$90,906.83, and April 2025, in the amount of \$41,794.09, for Two Creeks Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Magee reminded the Board to complete their Form 1s by July 1<sup>st</sup>.

**B. District Engineer**

No report.

Mr. Murphy requested information regarding the flooding that occurs near the Tennis Courts.

**C. Landscape Manager**

**1.) BrightView Landscape Report**

Mr. Peaden reviewed the report with the Board.

Ms. Rhodes questioned the frequency of visits by BrightView.

Mr. Peaden explained that every section of the community should be maintained every week.

Mr. Murphy raised a concern about the moss hanging from the trees.

Ms. Nguyen raised a concern about dead branches hanging throughout the community.

Mr. Murphy raised a concern about weeds under the hedges around the amenity center.

On motion by Mr. Murphy, seconded by Ms. Nguyen, with all in favor, the Board of Supervisors appointed Ms. Rhodes to conduct landscape inspections with BrightView and requested the District Manager provide a proposal for Professional Landscape Inspection Services for the community, for Two Creeks Community Development District.

**D. Amenity and Field Operation Manager**

**1.) FC CMS Report**

Mr. Czako reviewed his report with the Board.

Mr. Czako reviewed the proposal to replace the door to the amenity office from Hugus Group.



On motion by Ms. Rhodes, seconded by Mr. Murphy, with all in favor, the Board of Supervisors approved the Hugus Group Door Replacement Quote in the amount of \$7,500, for Two Creeks Community Development District.

Ms. Rhodes raised a concern about the District's security system.

Mr. Pfuhl stated that he would set up a closed security session for the August Meeting to allow the Board to discuss.

*AT 7:04 p.m. THE BOARD WENT INTO RECESS DUE TO THE FIRE ALARM BEING ACTIVATED IN THE BUILDING*

*AT 7:25 p.m. THE BOARD RECONVENED AND THE QUORUM WAS RESTABLISHED*

The Board requested the staff contact the towing company and ask if they would provide additional signs to be placed throughout the neighborhood.

#### **E. District Manager**

##### **1.) Presentation of Registered Voter Count**

Mr. Pfuhl informed that Board that as of April 15, 2025 there were 1,335 registered voters residing with the Two Creeks Community Development District.

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

##### **Presentation of the Proposed Budget for Fiscal Year 2025-2026**

Mr. Pfuhl presented the proposed budget to the Board.

Ms. Rhodes requested a line item for holiday decorations.

Mr. Murphy requested a line item for Landscape Inspection Services and to include the potential cost of upgrading the security system, and court resurfacing.

##### **1.) Adoption of Resolution 2025-03; Approving the Proposed Budget for Fiscal Year 2025/2026 & Setting the Public Hearing**

On motion by Ms. Rhodes, seconded by Mr. Murphy, with all in favor, the Board of Supervisors adopted Resolution 2025-03; approving the Proposed Budget and setting the Public hearing for August 13 2025 at 6:00 p.m. at the Courtyard by Marriott located at 610 Wells Road, Orange Park, FL 32073. , for Two Creeks Community Development District.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests & Audience  
Comments**

There were no requests or comments at this time.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Ms. Rhodes, seconded by Ms. Nguyen, with all unanimously in favor, the Board adjourned the meeting at 8:20 p.m., for Two Creeks Community Development District.

**Secretary/Assistant Secretary**

**Chairman / Vice Chairman**

## **Tab 2**

# Two Creeks Community Development District

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District Office · St. Augustine, Florida · (904) 436-6270

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

[www.twocreeksccd.org](http://www.twocreeksccd.org)

## **Operations and Maintenance Expenditures**

**May 2025**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2025 through May 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$43,006.73**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2025 Through May 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	300060	9327739	Landscape Maintenance 05/25	\$ 12,034.75
BrightView Landscape Services, Inc.	300051	9342952	Irrigation Repair 04/25	\$ 319.64
Clay Electric Cooperative, Inc.	20250523-1	Monthly Summary 04/25 ACH 110	Electric Services 04/25	\$ 2,421.00
Clay Today	300054	2025-297295	Account# 18074 Legal Advertising 05/25	\$ 67.50
COMCAST	20250527-1	8495 74 144 1205022 05/25 ACH	Telephone/Fax/Internet/Cable 05/25	\$ 414.52
Courtyard Marriott	300053	Fee for BOS Room 05/25	Fee for BOS Room 05/25	\$ 430.50
First Coast Contract Maintenance Service, LLC	300055	9518	Reimbursable Expenses 04/25	\$ 278.82
Fitness Pro	300056	34881	Service Call 04/25	\$ 225.00
Hawkins, Inc	300057	7056838	Pool Chemicals 05/25	\$ 994.60
Kutak Rock, LLP	300052	3555019	Legal Services 02/25	\$ 1,603.22
Oak Wells Aquatics, Inc.	300061	6300-2	Zero Entry Grate Install 05/25	\$ 3,765.00

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2025 Through May 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Playmore West, Inc.	300058	SO359 Deposit	Deposit - Replace Playground Slide 04/25	\$ 5,341.96
Republic Services	20250521-1	0687-001528204 ACH	Waste Disposal Services 05/25	\$ 226.00
Rizzetta & Company, Inc.	300050	INV0000098855	District Management Fees 05/25	\$ 5,354.92
Security Development Group LLC	300062	11060	Security Services 05/25	\$ 5,171.30
Solitude Lake Management, LLC	300063	PSI162487	Lake & Pond Management Services 05/25	\$ 1,576.00
Wayne Automatic Fire Sprinklers, Inc.	300059	1219733	Backflow Repair 05/25	<u>\$ 2,782.00</u>
<b>Report Total</b>				<u><b>\$ 43,006.73</b></u>

# Two Creeks Community Development District

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## **Operations and Maintenance Expenditures June 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2025 through June 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$52,705.30**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Barbara M. Rhodes	300065	BR052825	Board of Supervisors Meeting 05/28/25	\$ 200.00
Boree Canvas Unlimited, Inc.	300069	14052	Recover A-Frame Canopies 06/25	\$ 2,200.00
BrightView Landscape Services, Inc.	300075	9366874	Landscape Maintenance 06/25	\$ 12,034.75
BrightView Landscape Services, Inc.	300072	9393731	Irrigation Repair 06/25	\$ 1,018.00
Clay County Utility Authority	20250602-1	Monthly Summary 04/25 ACH 110	Water-Utility Services 04/25	\$ 3,693.03
Clay County Utility Authority	20250630-1	Monthly Summary 05/25	Water-Utility Services 05/25	\$ 3,239.41
Clay Electric Cooperative, Inc.	20250623-2	Monthly Summary 05/25 ACH 110	Electric Services 05/25	\$ 2,617.00
COMCAST	20250626-1	8495 74 144 1205022 06/25 ACH	Telephone/Fax/Internet/Cable 06/25	\$ 414.55
First Coast Contract Maintenance Service, LLC	300068	9494	Management Services 06/25	\$ 9,848.40
First Coast Contract Maintenance Service, LLC	300076	9593	Reimbursable Expenses 05/25	\$ 615.65
First Coast Contract Maintenance Service, LLC	300073	9615	Reimbursable Expenses 06/25	\$ 135.39
Florida Department of Health in Clay County	20250609-1	10-BID-7898706	10-60-00144 Public Pool Permit 05/25	\$ 300.00
Florida Department of Health in Clay County	20250609-1	10-BID-7898707	10-60-00143 Swimming Pool - Wading Pool Permit 05/25	\$ 175.00



## Two Creeks Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Department of Revenue	300070	20-8017766215-7 05/25	20-8017766215-7 Sales & Use Tax 05/25	\$ 45.01
Hawkins, Inc	300071	7081579	Pool Chemicals 05/25	\$ 1,624.89
Hawkins, Inc	300071	7082900	Pool Chemicals 05/25	\$ 132.00
Hawkins, Inc	300074	7104974	Pool Chemicals 06/25	\$ 955.30
Jeffrey Murphy	300066	JM052825	Board of Supervisors Meeting 05/28/25	\$ 200.00
Lan Nguyen	300067	LN052825	Board of Supervisors Meeting 05/28/25	\$ 200.00
Republic Services	20250623-1	0687-001536503 ACH	Waste Disposal Services 06/25	\$ 226.00
Rizzetta & Company, Inc.	300064	INV0000099632	District Management Fees 06/25	\$ 5,354.92
Security Development Group LLC	300077	11132	Security Services 06/25	<u>\$ 7,476.00</u>
<b>Report Total</b>				<u><b>\$ 52,705.30</b></u>

## **Tab 3**

# Quality Site Assessment

Prepared for: **Two Creeks CDD**

## General Information

**DATE:** Wednesday, Jul 30, 2025

**NEXT QSA DATE:** Monday, Oct 27, 2025

**CLIENT ATTENDEES:** Rodney.Hicks@brightview.com Rodney.Hicks@brightview.com

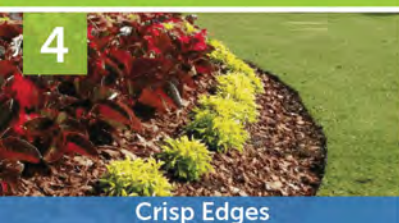
**BRIGHTVIEW ATTENDEES:** Royce Peaden

## Customer Focus Areas

Lake mowing, clubhouse and entrance detail, Amenity Center, Trail Ridge Rd - Drive In

## Quality you can count on.

**7** Seven Standards of Excellence



# QUALITY SITE ASSESSMENT

## Two Creeks CDD

### Maintenance Items



- 1** Newly installed summer annuals are performing well and showing good color. Team will continue to monitor for health.
- 2** Palms are ready to be scheduled for Pruning throughout site. We will aim for August for completion.
- 3** Crew has been doing an excellent job with edging, bed edging, and ensuring tree rings are brought back to a more uniform shape/size.
- 4** Trail Ridge - Crew cleaned weeds, debris, and vines out of the Wax Myrtles. We will begin working on the Long Bay portion next.



# QUALITY SITE ASSESSMENT

## Two Creeks CDD

### Maintenance Items



- 5** Sidewalk clearance - crew has been working on sidewalk clearance throughout site. Magnolia Trees on Trail Ridge will be addressed next.
- 6** Magnolias along Trail Ridge will have canopies raised during upcoming service visits.
- 7** Overall crew has been keeping spray rotations on a consistent rotation throughout summer. Crack weeds along Trail Ridge and on Long Bay (near Preserve) will be completed during upcoming service.
- 8** Crew has been consistent throughout summer on getting all lakes mowed and string trimmed weekly.

# QUALITY SITE ASSESSMENT

## Two Creeks CDD

### Maintenance Items



- 9** Crew addressed volunteer growth within fence bounds at Amenity that were within our reach. Follow-up needs to be scheduled as these areas are starting to grow back. Please note - crew is unable to access material growing within/on the retaining wall.
- 10** Crew focused on providing building clearance for Wax Myrtles and other plant material at Amenity Center.
- 11** Crew has been keeping plant material trimmed and weed free.
- 12** Trail Ridge/Tynes - crew has been keeping stop sign clear of obstruction. Natural area has encroached on planted Crape Myrtles heading East from this intersection. Proposal submitted to provide clearance to alleviate this concern and protect the health of the planted landscape trees.

## Proposal for Extra Work at Two Creeks CDD

Property Name	Two Creeks CDD	Contact	Ben Pfuhl
Property Address	1365 Tynes Blvd Middleburg, FL 32068	To	Two Creeks CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Two Creeks - Trail Ridge intersection-provide separation between planted Crape Myrtles and Preserve

Project Description Vine growth from Crape Myrtles and provide separation between Crape Myrtles and preserve woodline

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Vine growth is encroaching into planted landscape - cut vines presently growing in Crape Myrtles and provide clearance between areas
1.00	EACH	In some instances vines have grown into planted landscape and are beginning to obstruct traffic flow

For internal use only

SO# 8702205  
JOB# 346100419  
Service Line 300

**Total Price** \$5,040.00

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY**

Customer

	<b>DM</b>
Signature	Title
<b>Ben Pfuhl</b>	<b>July 30, 2025</b>
Printed Name	Date

**BrightView Landscape Services, Inc. "Contractor"**

	<b>Account Manager - Exterior</b>
Signature	Title
<b>Royce Peaden</b>	<b>July 30, 2025</b>
Printed Name	Date

<b>Job #:</b>	<b>346100419</b>		
<b>SO #:</b>	<b>8702205</b>	<b>Proposed Price:</b>	<b>\$5,040.00</b>



## Proposal for Extra Work at Two Creeks CDD

Property Name	Two Creeks CDD	Contact	Ben Pfuhl
Property Address	1365 Tynes Blvd Middleburg, FL 32068	To	Two Creeks CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Two Creeks - 1114 Orchard Oriole Place-Drop in preserve leaning pine tree + dead pine

Project Description Drop in preserve leaning pine tree + dead pine

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drop in preserve leaning pine tree + dead pine

#### For internal use only

SO# 8702196  
JOB# 346100419  
Service Line 300

**Total Price** \$1,120.00

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## TERMS & CONDITIONS

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6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
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Customer

	<b>DM</b>
Signature	Title
<b>Ben Pfuhl</b>	<b>July 30, 2025</b>
Printed Name	Date

**BrightView Landscape Services, Inc. "Contractor"**

	<b>Account Manager - Exterior</b>
Signature	Title
<b>Royce Peaden</b>	<b>July 30, 2025</b>
Printed Name	Date

<b>Job #:</b>	<b>346100419</b>		
<b>SO #:</b>	<b>8702196</b>	<b>Proposed Price:</b>	<b>\$1,120.00</b>

## Proposal for Extra Work at Two Creeks CDD

Property Name	Two Creeks CDD	Contact	Ben Pfuhl
Property Address	1365 Tynes Blvd Middleburg, FL 32068	To	Two Creeks CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Two Creeks - Drop dead tree in Two Creeks preserve

Project Description Drop dead tree in Two Creeks preserve

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Drop dead tree in Two Creeks Preserve. Most efficient point of access is at 4443 Quail Hollow

For internal use only

SO# 8702199  
JOB# 346100419  
Service Line 300

**Total Price** \$560.00

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Customer

	<b>DM</b>
Signature	Title
<b>Ben Pfuhl</b>	<b>July 30, 2025</b>
Printed Name	Date

**BrightView Landscape Services, Inc. "Contractor"**

	<b>Account Manager - Exterior</b>
Signature	Title
<b>Royce Peaden</b>	<b>July 30, 2025</b>
Printed Name	Date

<b>Job #:</b>	<b>346100419</b>		
<b>SO #:</b>	<b>8702199</b>	<b>Proposed Price:</b>	<b>\$560.00</b>



## Proposal for Extra Work at Two Creeks CDD

Property Name	Two Creeks CDD	Contact	Carol Brown
Property Address	1365 Tynes Blvd Middleburg, FL 32068	To	Two Creeks CDD
		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Two Creeks - Irrigation inspection repair proposal

Project Description Irrigation inspection on 7/21/2025

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
9.00	EACH	6" Spray head	\$41.66	\$374.94
3.00	EACH	Rotor	\$51.00	\$153.00
15.00	EACH	Nozzle	\$10.00	\$150.00

For internal use only

SO# 8719948  
JOB# 346100419  
Service Line 150

**Total Price** \$677.94

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	<b>property manager</b>
Signature	Title
<b>Carol Brown</b>	<b>July 30, 2025</b>
Printed Name	Date

**BrightView Landscape Services, Inc. "Contractor"**

	<b>Irrigation Manager</b>
Signature	Title
<b>Gonzalo M. Castellon</b>	<b>July 30, 2025</b>
Printed Name	Date

<b>Job #:</b>	<b>346100419</b>		
<b>SO #:</b>	<b>8719948</b>	<b>Proposed Price:</b>	<b>\$677.94</b>

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		Billing Address	c/o Rizzetta & Company 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Two Creeks - Proposal to locate down zones on multiple irrigation clocks

Project Description Irrigation inspection on 7/21/2025

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
<b>Clock A - Zone 7</b>				<b>Subtotal \$405.00</b>
3.00	HOURL	Tech labor to locate	\$85.00	\$255.00
1.00	EACH	Solenoid	\$150.00	\$150.00
<b>Clock B - Zone 2</b>				<b>Subtotal \$405.00</b>
3.00	HOURL	Tech labor to locate	\$85.00	\$255.00
1.00	EACH	Solenoid	\$150.00	\$150.00

For internal use only

SO# 8721707  
JOB# 346100419  
Service Line 150

**Total Price \$810.00**

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Customer

	<b>property manager</b>
Signature	Title
<b>Carol Brown</b>	<b>July 30, 2025</b>
Printed Name	Date

### BrightView Landscape Services, Inc. "Contractor"

	<b>Irrigation Manager</b>
Signature	Title
<b>Gonzalo M. Castellon</b>	<b>July 30, 2025</b>
Printed Name	Date

<b>Job #:</b>	<b>346100419</b>		
<b>SO #:</b>	<b>8721707</b>	<b>Proposed Price:</b>	<b>\$810.00</b>



## **Tab 4**

# ***Two Creeks CDD***

## **FCCMS August Field Report 2025**

Submitted by: Marty Czako

Meeting Date: 08/13/2025

### **Action Items**

- Proposal for new camera and access card system. Camera system \$17,060.00 plus monthly fee \$105.00. Smart system \$685.00 plus monthly \$47.95. Card access system \$4,320.00 plus monthly \$51.00. See attached proposal. I can explain in more detail at the meeting.
- Tennis court and basketball court resurface bids. See attached bids. 1) Coast to Coast - \$35,460.00 plus \$875.00 for pickle ball stripping. 2) Elite Courts - \$23,700.00 plus \$500.00 for pickleball stripping. 3) Court Surfaces \$33,300.00 plus \$6,680.00 for a better crack repair (two-year guarantee) plus \$2,000.00 for pickleball stripping on each court.
- Replace two of the pocket park playground signs with new.

### **Other Items**

- Painted exterior of social room doors and frames. Fitness room baseboards.
- Painted the parking lot and Trail Ridge Rd. Street light posts.
- Pressure washing is ongoing have completed back area of pool deck. Parts of the pool deck, amenity center building and amenity center's playground entrance pavers. Cleaned the amenity center playground equipment.
- Amenity center parking lights were not coming on at night. Scheduled American Electric to diagnose and repair. No working properly. Also replaced one corn cob LED lamp near volleyball court. Reattached fixture head on pole at the corner of Tynes Blvd. and Long Bay.
- Lightning storm knocked out the control board to the locking mechanism of the amenity center's three gates and three doors. Scheduled Sunbelt to diagnose and repair. For safety and liability reasons. S3 was asked to supply two overnight shifts until repair could be made.
- Replaced two playground restriction signs at pocket parks. Cleaned playground equipment at all pocket parks.
- No issues at the pool or wading pool.

**Daily Routine maintenance**

- Pool upkeep. Cleaning, vacuuming, chemical readings, and filter cleaning as needed.
- Clean pool tiles daily.
- Vacuuming of gym floor daily or as needed.
- Wiping down gym equipment as needed.
- Amenity Center - Check all trash cans, empty as needed. Leaf blow grounds daily including tennis and basketball courts. Safety inspection of playground equipment, volleyball tennis and basketball courts.
- Check operation of cameras and card readers.
- Restrooms checked for cleanliness and supplies.
- Walk amenity center parking lot for trash and debris removal.
- Visual inspection of all property roads, signs, and landscape.
- Inspection of all playgrounds including trash removal.

## VIDEO SURVEILLANCE SYSTEM C.C.T.V. CATEGORY

<b>TWO CREEKS CDD</b>	<b>1365 TYNES BLVD 32068</b>	<b>07-11-25</b>
LIC. EF0001226	LIC. LVU405163	LIC. EF20000570

1 VIDEO RECORDER WITH REMOTE VIEWING (SVR)	MODEL CSV2016P12TB
1 UPS / SURGE PROTECTION	MODEL 825V12VRD
1 CAMERA POWER SUPPLY – POE++	MODEL TPEBG380
3 EXTERIOR CAMERA W/ FLOOD LIGHT	MODEL V729
10 EXTERIOR CAMERA STANDARD	MODEL VC727
* MONITOR	MODEL EXISTING
* ROUGH-IN CABLING, CONNECTORS AND MISC. PARTS	
* INSTALLATION, CONNECTORS, PROGRAMMING AND MISC. PARTS	
EXTENDED WIRING PACKAGE	

### \*\*\* IMPORTANT NOTE \*\*\*

\*\*\* THIS CAMERA SYSTEM MAY NOT PROVIDE ADEQUATE FACIAL RECOGNITION FOR IDENTIFICATION OR PROSECUTION. RECOGNITION MAY BE DIFFICULT DUE TO SUCH THINGS AS A SUBJECTS DISTANCE FROM THE CAMERA, AMBIENT LIGHT LEVEL OR CLOTHING WORN IE: HOODIES, BALL CAPS ETC. UNLESS A CAMERA SYSTEM IS DESIGNED SPECIFICALLY FOR A PARTICULAR APPLICATION, DO NOT EXPECT SUCH PERFORMANCE, OWNER MUST PROVIDE ADEQUATE LIGHT FOR NIGHTTIME VIEWING.  
.... PLEASE MAKE CERTAIN YOUR CONSULTANT FULLY UNDERSTANDS YOUR SECURITY NEEDS SO ATLANTIC CAN PROVIDE A CAMERA SYSTEM DESIGN TO MEET YOUR SPECIFIC REQUIREMENTS.

### CAMERA LOCATIONS

PARKING WEST - UPDATE	GYM - UPDATE
POOL FROM CORNER OF GYM - UPDATE (FLOOD)	BREEZEWAY WEST - UPDATE (FLOOD)
POOL FROM CORNER OF MAINTENANCE - UPDATE	NORTH GATE - UPDATE
PLAYGROUND FROM MAINTENANCE - UPDATE (FLOOD)	BREEZEWAY AREA WEST - UPDATE
KITCHEN - UPDATE	MULTIPURPOSE ROOM - UPDATE
PARKING EAST - NEW	RESTROOM ENTRY - NEW
MAINTENANCE (INTERIOR ) - NEW	

### OPTIONS – NOT INCLUDED IN INSTALLATION PRICE LISTED BELOW

- TO ADD V729 CAMERA ON NORTHWEST FENCE TO VIEW NORTHWEST SEATING AREA, PLEASE ADD \$5,765.00 + TAX TO INSTALLATION PRICE AND \$5.00/ MONTH TO VIDEO SERVICE FEE LISTED BELOW. PRICE INCLUDES CAMERA WITH FLOOD LIGHT, HARDENED NETWORK SWITCH IN NEMA ENCLOSURE, POE++ POWER SUPPLY, BUILDING TO BUILDING NETWORK BRIDGE, INSTALLATION AND MISC. MATERIALS/CABLING.  
- CLIENT WILL HAVE TO PROVIDE 120V POWER TO SWITCH ENCLOSURE ABOVE. ELECTRICIANS COSTS ARE NOT INCLUDED IN PRICE LISTED

**RECORDER LOCATION: EXISTING - MAINTENANCE AREA**

<b>SUB-TOTAL CAMERA SYSTEM INSTALLATION</b>	<b>\$ 17,060.00</b>
<b>TAX</b>	<b>\$ EXEMPT</b>
<b>TOTAL CAMERA SYSTEM INSTALLATION</b>	<b>\$ 17,060.00</b>
<b>MONTHLY VIDEO SERVICE FEE W/ ACTIVE INTRUSION DETERRENT</b>	<b>\$ 105.00</b>

**ESSENTIALS SMART SECURITY SYSTEM**  
**SECURITY CATEGORY**

<b>TWO CREEKS CDD</b>	<b>1365 TYNES BLVD 32068</b>	<b>07-11-25</b>
LIC. EF0001226	LIC. LVU405163	LIC. EF20000570
<b>ELT</b>		
<b>INTRUSION SYSTEM &amp; LIFE SAFETY SYSTEM</b>		
1	MASTER CONTROL PANEL (CPU)	MODEL IQ4HUBAT
<b>CELLULAR COMMUNICATOR &amp; SMART CONNECTION</b>		
*	SMART CELL COMMUNICATOR W/ APP	MODEL ONBOARD ALARM.COM

<b>ATLANTIC SMART SECURITY SYSTEM INSTALLATION</b>	<b>\$ 685.00</b>
<b>TAX</b>	<b>\$ EXEMPT</b>
<b>TOTAL ATLANTIC SMART SECURITY SYSTEM INSTALLATION</b>	<b>\$ 685.00</b>
<b>TOTAL MONTHLY MONITORING FEE</b> <input checked="" type="checkbox"/> CPU <input checked="" type="checkbox"/> CELL <input type="checkbox"/> VIDEO <input type="checkbox"/> SMART DEVICES	<b>\$ 47.95</b>
<small>*MONITORING FEE BASED ON DIRECT DEBIT OR *IF NON - DIRECT DEBIT - ADDITIONAL \$5.00 PER INVOICE</small>	
<b>FL 904-743-8444</b>	<b>ATLANTIC COMPANIES - TERRY HILL</b>
	<b>GA 912-264-8679</b>

## ACCESS CONTROL SYSTEM ACCESS CONTROL CATEGORY

TWO CREEKS CDD

1365 TYNES BLVD 32068

07-11-25

EF0001226

LIC. LU405163

LIC. EF20000570

1	MAIN ACCESS CONTROL PANEL	MODEL LP1502PSE
1	EXPANSION ACCESS CONTROL PANEL	MODEL MR52
1	EXPANSION ACCESS CONTROL PANEL	MODEL MR50
*	POWER SUPPLY WITH FIRE ALARM RELEASE	MODEL EXISTING (IF NEEDED)
*	MAGNETIC DOOR LOCKS	MODEL EXISTING (X5)
*	CARD READER	MODEL EXISTING (X5)
*	REQUEST TO EXIT MOTION DETECTOR	MODEL EXISTING (X3)
*	DOOR RELEASE BUTTONS	MODEL EXISTING (X5)
*	CARDS REQUIRED	CARD TYPE EXISTING

### IMPORTANT NOTE

\* NFPA72 REQUIRES FIRE ALARM INSTALLATION COMPANY TO PROVIDE A DOOR RELEASE RELAY WITHIN 3' OF ATLANTIC SECURITY'S ACCESS CONTROL POWER SUPPLY.

- DESIGN ABOVE IS TO UPDATE EXISTING ACCESS CONTROL SYSTEM. ALL EXISTING EQUIPMENT WILL BE TESTED FOR FUNCTIONALITY. ANY DEVICE FOUND NON-FUNCTIONAL WILL NEED TO BE REPAIRED OR REPLACED AT AN ADDITIONAL EXPENSE FOR THE SYSTEM TO OPERATE AS INTENDED.

SUB-TOTAL ACCESS CONTROL INSTALLATION  
TAX  
TOTAL ACCESS CONTROL INSTALLATION  
MONTHLY CLOUD BASED SERVICE FEE

\$ 4,320.00  
\$ EXEMPT  
\$ 4,644.00  
\$ 51.00

FL 904-743-8444

ATLANTIC COMPANIES – TERRY HILL

GA 912-264-8679





## Coast to Coast Recreation

June 16, 2025

First Coast CMS  
Marty  
Two Creeks Cdd  
1365 Tynes Blvd.  
Middleburg, FL 32068

Marty

Following are the specifications and price to repair and resurface two existing tennis courts and one basketball court at Two Creeks CDD in Middleburg, Florida.

1. Scrape and pressure wash clean the courts' surface of all dirt, debris and loose material.
2. Machine sand the surface of courts as necessary to smooth and repair any uneven or damaged areas such as the raised roots and raised edges of cracks.
3. Patching - Using tennis court grade patch compounds:
  - a. Fill any "birdbaths" that hold water deep enough to cover the thickness of a nickel measured one hour after a rain under normal (sunshine) drying conditions.
  - b. Cover and fill any rough, cracked or deteriorated areas of asphalt.
  - c. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - d. Rout out all visible twigs and pyrite. Apply tennis court grade patching materials to all routed areas to bring each one flush with surrounding asphalt.
  - e. Apply Rite Way Crack Repair over the worst 200 linear feet of the cracks that are over 12" long or 1/ 8" wide in the courts' surface. This is a multi-layered system designed for structural cracks that will allow movement underneath the repair without breaking the surface coatings and guarantees each treated crack to not return for at least two years.
  - f. Apply a fiberglass membrane over each of the cracks less 12" long or 1/ 8" wide in the courts' surface. Even though the membrane procedure will usually slow or prevent the return of surface cracks (nonstructural), at least for a few years, (it is the optimum that can be done to prevent any cracks from returning, short of rebuilding the tennis court with new asphalt), the same exception to warranty as in the above base bid applies. The reason for the return of any crack is movement of the court of a sufficient amount to either wrinkle or rip the membrane that spans the crack.

4. Leveling Course - Apply one coat of sand-acrylic resurfacer mix over the entire surface of the tennis and basketball courts with a broad squeegee according to manufacturer's recommended coverage rates.

5. Texture and Finish Courses - Apply two successive coats of Acrytech filler coat (sand-filled acrylic color coating) to the entire area of the tennis courts and the basketball court with a broad squeegee according to manufacturer's recommended coverage rates.

Finished colors will be owner's choice of any two from manufacturer's standard colors.

6. Lines - Paint two sets of regulation two inch wide white playing lines for the tennis courts and one set of playing lines for the basketball court.

7. Remove all excess materials and debris from the job after completion of the work.

All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.

Exceptions to warranty - Any of the existing cracks in courts' surface and / or any new cracks may reflect through the finished surface **at any time**. This is a fact of nature due to the age of the asphalt comprising the court and expansion / contraction related to temperature fluctuations and does not constitute a defect in materials or workmanship. Only those cracks treated with Riteway Crack Repair System are guaranteed that to not return for at least two years.

The total price for the above outlined work is **\$35,460.00**, payable in full upon completion of the work.

This price will be valid for thirty days from date of proposal.

ACCEPTED BY:

Coast to Coast Recreation, LLC.

For: \_\_\_\_\_

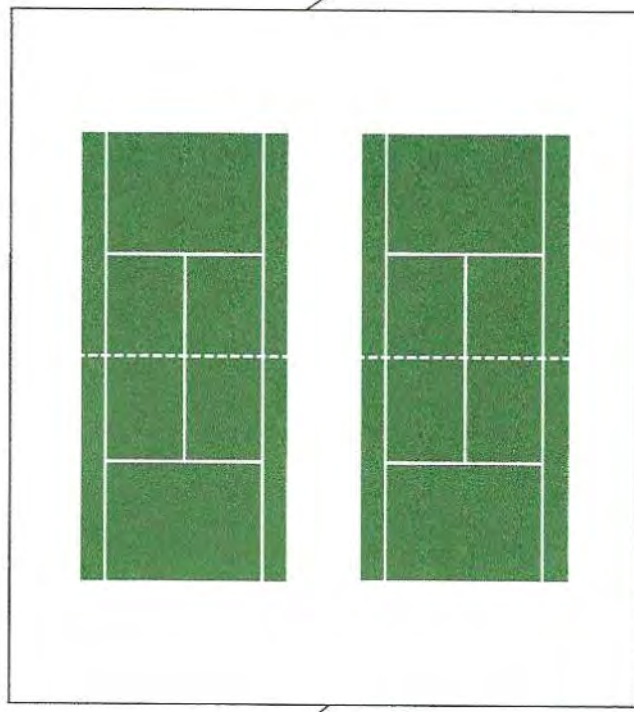
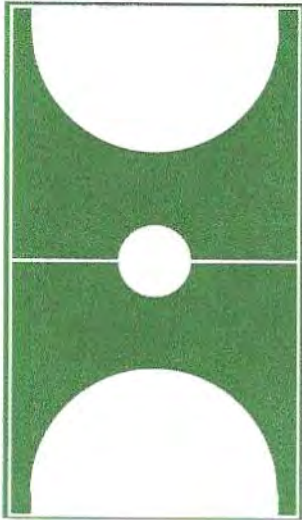
\_\_\_\_\_  
Steve Duke  
Estimator

**Alternate #1** – Pickleball Lines – Paint two sets of pickleball playing lines onto the tennis courts to be played over the tennis nets.

Add **\$875.00** to the above base bid for alternate #1. \_\_\_\_\_



Existing colors





June 23rd, 2025

Attn: Marty Czako - Two Creeks CDD

RE: Double Tennis / Single Basketball Court Resurface

**Elite Courts Inc. proposes to repair and repaint the tennis courts per the following specifications:**

- Machine sand the surface to remove minor irregularities in the asphalt and remove some of the high aggregate.
- Flood the court and patch areas holding water to 1/16" tolerance after draining according to the ASBA guidelines.
- Run patch mix into any cracking or major pits that have occurred on the courts.
- Machine sand all patches and bird baths to a smooth surface.
- Squeegee one coat of Sportmaster sand-filled resurfacer over the entire court.
- Squeegee two coats of Sportmaster sand-filled paint {owner's choice of color} over the playing surface.
- Squeegee two coats of Sportmaster sand-filled paint (owner's choice of color) outside the playing surface.
- Stripe the courts for tennis per the USTA guidelines; producing sharp, white lines.
- Stripe the court for basketball per the FHSAA guidelines; producing sharp, white lines
- Paint existing posts and install existing net (unless the owner chooses one or more of the options to replace the equipment)

**Elite Courts Inc. proposes to do the following for the price of \$23,700.00**

**ADDITIONAL OPTIONS**

Please mark selected items

- ☐ Supply and install new tennis net - \$300.00 each
- ☐ Supply and install new set of tennis posts -\$585.00 per set
- ☐ Paint pickleball lines per USAPA guidelines producing sharp white lines -\$500

## **WARRANTY:**

Elite Courts Inc. guarantees workmanship and materials for one year upon completion except for reopening of structural cracks or new structural cracking. These cracks occur for many reasons; weak asphalt, subterranean movement, poor stabilization of sub base, or lack of compaction of the lime rock when initially built. None of these can be completely addressed with re-surfacing; therefore, the cracks will return.

Please initial here for understanding of warranty \_\_\_\_\_

## **CONDITION OF SALE:**

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Elite Courts Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1½% per month, 18% per year.

In the event of litigation of this contract, the venue of the same shall lie in Seminole County Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon Request \*any changes or additions to standard coverage at additional cost.

## **COLOR SELECTION:**

Interior: \_\_\_\_\_

Exterior: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

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

Contractor: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Elite Courts Inc.



June 30, 2025

Attn: Marty Czako  
Two Creeks CDD  
1365 Tynes Blvd  
Middleburg, FL. 32068

Please call 800-331-1723 or send email to [info@courtsurfacesfla.com](mailto:info@courtsurfacesfla.com) should you have any questions.

Following are the specifications and priced together to resurface two existing tennis courts and one basketball at Two Creeks CDD, Middleburg, FL. This quote includes general crack filling repairs and patching, as well as the application of colored acrylic surfacing on the courts. **Courts have some cracks that are over 1" wide and we recommend RiteWay patching.** RiteWay Patching System is the only way we can guarantee cracks that are patched to not come back for at least two years. There will be new cracking that will continue across courts eventually. Access to court is good. Water available.

***Scope of Work***  
***Resurface – Two Tennis Courts – Asphalt***  
***(120' x 109') 13,080 sq ft***

1. **Mobilization to site**
2. **Pressure wash major mildew.**
3. **Clean debris from fence line before any resurfacing.**
4. **Prep** - Scrape the courts' surface of all dirt, debris and loose material.
5. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
6. **Cracks** - Apply outdoor court grade patching materials to all cracks and patch areas to bring each area flush with surrounding asphalt.
7. This is our minimum crack treatment which will improve but not eliminate the existing cracks. The only way to guarantee cracks will not return is with RiteWay. This has been priced as an Add-On below. **Total of 230' of cracks we recommend RiteWay Patching.**
8. **Patching** - Using outdoor court grade patch compounds:
  - a) One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.
  - b) Cover and fill any rough areas of asphalt.
  - c) Patch fence wire damage to court.
  - d) The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - e) Light sanding on edges to smooth down.





9. **Leveling Course** - Apply one coat of sand - acrylic resurfacer mix over the entire surface of the courts with a broad squeegee according to manufacturer's recommended coverage rates.
10. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the courts with a broad squeegee according to recommended coverage rates.
11. **Finished colors** - Will be owner's choice of any two manufacturer's standard colors. Existing court colors are tan borders and light green centers. Colors will be confirmed by customer.
12. **Two nets priced below as Add-On.**
13. **Lines** - Paint two sets of regulation two-inch-wide white playing lines for Tennis.
14. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

**Scope of Work**  
**Resurface – One Basketball Court – Asphalt**  
**(90' x 60') 5,400 sq ft**

1. **Mobilization to site**
2. **Pressure wash bad mildew areas.**
3. **Clean vegetation and debris from edge before any resurfacing.**
4. **Prep** - Scrape the court's surface of all dirt, debris and loose material.
5. **Sanding** - Machine sand the surface of court as necessary to smooth and repair any uneven areas.
6. This is our minimum crack treatment which will improve but not eliminate the existing cracks. The only way to guarantee cracks will not return is with RiteWay. This has been priced as an Add-On below. **Total of 104' of cracks we recommend RiteWay Patching.**
7. **Patching** - Using outdoor court grade patch compounds:
  - a. One application will be made to each "birdbath". This will reduce water depth for faster drying times but may not eliminate all water ponding.
  - b. Cover and fill any rough areas of asphalt.
  - c. The edges of all patches will be scraped or ground smooth so that patches are not visible through the finished surface.
  - d. Light sanding on edges to smooth down.
8. **Leveling Course** - Apply one coat of sand - acrylic resurfacer mix over the entire surface of the court with a broad squeegee according to manufacturer's recommended coverage rates.
9. **Texture and Finish Courses** - Apply two successive coats of outdoor court grade filler coat (sand-filled acrylic color coating) to the entire area of the court with a broad squeegee according to manufacturer's coverage rates.



10. **Finished colors** – Two colors will be owner's choice of any manufacturer's standard colors. Existing colors are light green court tan keys and center circle.
11. **Lines** - Paint one (1) set of regulation two-inch-wide white playing lines for basketball as existing.
12. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

**Pricing**

**Resurface – Two Tennis Courts – Asphalt**  
**(120' x 109') 13,080 sq ft**  
**Resurface – One Basketball Court – Asphalt**  
**(90' x 60') 5,400 sq ft**

The total price for the above outlined work is **\$33,300.00**, payable in two draws:

First Draw: Due upon acceptance	\$ 16,650.00
Final Draw: Due upon completion of job	\$ 16,650.00

*This Price is good for thirty (30) days.*

ACCEPTED BY: \_\_\_\_\_ Court Surfaces

For: \_\_\_\_\_ Bryan McMandon  
Managing Member

*By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.*

**Add-On #1- Tennis Courts and Basketball** - Apply Rite Way Crack Repair over the worst 334 total linear feet of the cracks that are over 12" long or 1/8" wide This is a multi-layered system designed for structural cracks that will allow movement underneath the repair without breaking the surface coatings and guarantees each treated crack to not return for at least two years.

Add **\$6,680.00** to the above base bid for Add-on #1 \_\_\_\_\_

**Add-On #2- Replace two tennis nets.**

Add **\$625.00** to the above base bid for Add-on #2 \_\_\_\_\_

**Add-On #3- Pickleball Lines** – While we are onsite resurfacing, paint one set of regulation pickleball lines on each Tennis court (two sets total). Game to be played using existing tennis net.

Add **\$2,000.00** to the above base bid for Add-on #3 \_\_\_\_\_



10. **Finished colors** – Two colors will be owner's choice of any manufacturer's standard colors. Existing colors are light green court tan keys and center circle.
11. **Lines** - Paint one (1) set of regulation two-inch-wide white playing lines for basketball as existing.
12. **Clean-up** - Remove all excess materials and debris from the job after completion of the work.

**Pricing**

**Resurface – Two Tennis Courts – Asphalt**  
**(120' x 109') 13,080 sq ft**  
**Resurface – One Basketball Court – Asphalt**  
**(90' x 60') 5,400 sq ft**

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**Add-On #1- Tennis Courts and Basketball** - Apply Rite Way Crack Repair over the worst 334 total linear feet of the cracks that are over 12" long or 1/8" wide This is a multi-layered system designed for structural cracks that will allow movement underneath the repair without breaking the surface coatings and guarantees each treated crack to not return for at least two years.

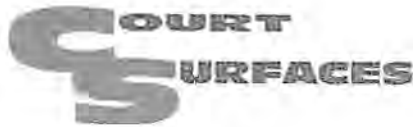
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**Add-On #2- Replace two tennis nets.**

Add **\$625.00** to the above base bid for Add-on #2 \_\_\_\_\_

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Add **\$2,000.00** to the above base bid for Add-on #3 \_\_\_\_\_



### **Terms and Conditions**

**Scope of Work.** The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, Court Surfaces. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and may be subject to further negotiations, agreement and pricing between both parties prior to work being done. The attached scope of work is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.

**Damages/Delays.** Court Surfaces agrees to perform, conduct, handle and maintain a professional manner, service, and workmanship. Court Surfaces will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, cables, lines pipes, irrigation and or landscaping. These areas should be properly surveyed and marked prior to our arrival (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.

**Permitting.** Permitting, Testing, Surveys, Engineer's Drawings are not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.

**Warranty.** All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.

**Exception to warranty.** Any of the cracks in existing court's surface and / or any new cracks/blisters may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, etc.

**Payment.** Payments are due upon receipt unless otherwise stated in writing. Payments over 30 days past due are subject to late fees outlined below:

30 days after Completion date OF 2.5% applied to bill balance

60 days after Completion date OF 5% applied to bill balance

90 Days after Completion date OF 7% applied to bill balance

120 days after Completion date OF 10% applied to bill balance

At 90 days liens will be placed on said property and WILL NOT BE RELEASED UNTILL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED.

**Failure to pay on time will result in the forfeiture of Warranty.**





**Work Site.** Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.

**Irrigation.** Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.

**Weather.** Our work schedule is weather dependent, and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there may be days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.

**Landscaping.** All landscaping work is the responsibility of the customer. While we will do our best to minimize our impact on the surrounding area, landscaping, grass, plants, hedges, etc may be damaged during the job. Court surfaces is not responsible for damage done to existing landscaping or adding landscaping around new construction.

**Cancellation.** Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$3,500.00/new construction or \$1,000.00/surfacing charge will be paid to Court Surfaces as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to Court Surfaces work schedule.

**Entrance/Exit.** Please note that we will take caution to try to protect concrete, asphalt or material that is used for entrance or exit points however with weight of construction equipment it is not a guarantee that damage will not occur. Court Surfaces will not be responsible for these damages. Broken areas will be a separate charge to repair or replace at a minimum per square ft. We are not responsible to damage to construction entrance or exits.

**Change Orders.** All Change Orders will be discussed by all parties and signed upon before changes can be made.

**Digging and Setting Sleeves.** Quote assumes digging and setting of sleeves will be in normal tennis spec asphalt/limerock. There will be an additional charge if we have to dig through multiple layers of asphalt or rebar or any other material that requires more time.

**Remobilization.** Our remobilization fee is \$1,500.00.



# American Electrical

Contracting, Inc.

EC13007311

9016 Philips Highway, Jacksonville, FL 32256 | Office (904) 737-7770 | Fax (904) 737-1099

## SOLD TO

Two Creeks CDD c/o Rizetta & Co  
3434 Caldwell Ave. Unit 200  
Tampa, FL.  
33614

## JOB LOCATION

Two Creeks CDD  
1365 Tynes Blvd.  
Middleburg, FL. 32068  
904-687-4150

## INVOICE

**Invoice Number:** W74561  
**Invoice Date:** Jul 16/25  
**Terms:**  
**Customer Code:** 3434CALDWE  
**Reference:** RP  
**Customer Order:**  
**Work Order #:** 00075920  
**Work Order Type:** T&M  
**Job Location:** Two Creeks CDD  
**Called By:** Marty Czako  
**Starting Date:** Jun 26/25  
**Completion Date:** Jun 26/25

Description	Qty	Price	Total
<b>Work Performed</b> 6/26/25  -Provide and install (1) new corn cob LED lamp. -Reattached fixture head on separate pole. -Bypassed time clock so pole lights would be on photo cell for dusk/dawn operation.  Labor - \$795.00 Material - \$136.00  Total - \$931.00			
<b>Make Payments online at: <a href="http://www.american-electrical.com/payonline/invoice-payment">www.american-electrical.com/payonline/invoice-payment</a></b>			
<b>Total Invoice</b>			931.00

## **Tab 5**

## **Tab 6**





Rizzetta & Company  
Professionals in Community Management



# PROPOSAL

LANDSCAPE INSPECTION SERVICES

Prepared for: Two Creeks Community Development District





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COMMITTED TO PRESERVING  
AND ENHANCING THE  
COMMUNITY LANDSCAPE

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## LANDSCAPE INSPECTION SERVICES

One of the largest expenses in any planned community is landscape maintenance. Why not have a professional, experienced landscape manager ensuring it is thriving and beautifully framing the community as it was intended to be?

Our Landscape Inspection Services team includes a Landscape Designer, a former commercial landscape maintenance company account manager, a prior owner of a multi-dimensional landscape service firm and others. Rizzetta & Company's Landscape Inspection Services team has a combined total of more than 100 years serving Florida community landscapes!

Each of our Landscape Specialists is Best Management Practices (BMP) certified in the state of Florida. Our team is committed to elevating the landscape maintenance in your community with detailed inspections, formal reporting, landscape planning, and effective vendor management strategies.

The first thing noticed in any community is its landscaping. It can convey a "Wow" factor to visitors, set a welcoming tone for residents, and help to increase home values within the community. Rizzetta & Company Landscape Inspection Services team provides the expertise needed for a well-planned, well-maintained community landscape now and for the future.





# THE PROCESS

Our Landscape Inspection Services team is committed to preserving and enhancing the community landscape with detailed inspections, formal reporting, enhancement planning, and effective vendor communication strategies.

**Community Asset Management Plan:** Upon request and following fee agreement, perform a complete inventory of the community landscape assets and provide an inventory report to the board.

**Landscape Design:** Landscape designer on staff available for landscape consultation, enhancements, and design upon request and following fee agreement.

**Landscape & Irrigation Specification Development:** Upon request and following fee agreement, develop a Request for Proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. We will conduct the bidding process, review, and prepare bid tabulation documents for the board and assist the board with reviewing the bid tabulation and other pertinent information.

**Landscape Maintenance Inspections:** Perform grounds inspections, provide the board with an inspection report (see sample below), notify maintenance contractor of deficiencies in service, and obtain proposals for landscape projects.

**Landscape Turnover Inspections:** Attend landscape turnover meeting and participate in the inspection on behalf of the board. Follow up report provided.

**Master Task Project Plan for Mature Communities:** Upon request and following fee agreement, develop a project plan specific to landscape replacement and enhancement for the common areas. Emphasis is on maturing landscape in the community and budgeting accordingly.

*Sample Report*





## SCOPE OF SERVICES

Rizzetta & Company is pleased to provide this proposal for professional Landscape Inspection Services. These services will be provided on a recurring basis, with a detailed description provided below.

### **Landscape Inspection Services Management**

- Perform one (1) monthly landscape maintenance inspection to ensure oversight of onsite landscape & irrigation maintenance contractors and compliance with the District's landscape and irrigation maintenance contracts.
- Provide the District with one (1) monthly landscape inspection report, which shall be included in the District's agenda package and may contain, among other things, recommended action items.
- Upon request of the District, attend up to six (6) District meetings in person or electronically, per fiscal year, to review landscape inspection report or discuss other landscape-related issues.
- Notify landscape maintenance contractors, of deficiencies in service or the need for additional care.
- Monitor the progress of landscape maintenance contractors, in accordance with scope of work provided in maintenance contracts with the District.
- Upon request, provide input for preparation of the District's annual budget.
- Upon request and following fee agreement, prepare and develop a scope of services for landscape & irrigation maintenance proposals and oversee the entire bidding process.
- Obtain additional competitive landscape maintenance/enhancement proposals for incidental work as requested by the District and provide them to the District Manager.



## LANDSCAPE INSPECTION

# Services Fee

Based on the Scope of Services, Rizzetta & Company proposes the following Landscape Inspection Services fee:

*Please check one*

**Option 1.**    ☐ **Scope of Services as presented (service fee will be billed monthly):**

**\$1250**

**Option 2.**    ☐ **Scope of Services amended as follows (service fee will be billed bi-monthly):**

- Perform one (1) bi-monthly (every other month) landscape maintenance inspection to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts.
- Provide the District with one (1) bi-monthly (every other month) landscape maintenance inspection report which shall be provided in the District's agenda package and include, among other things, recommended action items.
- Upon request of the District, attend up to three (3) District meetings in person or electronically, per fiscal year, to review Landscape Inspection Report and/or to discuss other landscape-related items.

**\$1350**

**Submitted**

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

Luciano Mastrionni  
Vice President, Corporate Services  
Rizzetta & Company

Date: 07/31/2025

**Accepted**

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

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

For: Two Creeks Community Development District

Date: \_\_\_\_\_



WE BUILD

# PARTNERSHIPS

THAT LAST



Rizzetta & Company

Professionals in Community Management

## CORPORATE OFFICE

3434 Colwell Avenue, Suite 200, Tampa, FL 33614

888-208-5008 | [rizzetta.com](http://rizzetta.com)

## **Tab 7**





Rizzetta & Company

# Two Creeks Community Development District

[www.twocreeks.org](http://www.twocreeks.org)

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**Approved  
Proposed  
Budget for  
Fiscal Year  
2025-2026**

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<p>Proposed Budget</p> <p>Two Creeks Community Development District</p> <p>General Fund</p> <p>Fiscal Year 2025/2026</p>
--------------------------------------------------------------------------------------------------------------------------

Chart of Accounts Classification	Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025

1							
2	ASSESSMENT REVENUES						
3							
4	<i>Special Assessments</i>						
5	Tax Roll*	\$ 695,186	\$ 695,186	\$ 693,638	\$ 1,548	\$ 761,066	\$ 67,428
6							
7	Assessment Revenue Subtotal	\$ 695,186	\$ 695,186	\$ 693,638	\$ 1,548	\$ 761,066	\$ 67,428

8							
9	<b>OTHER REVENUES</b>						
10							
11	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12							
13	<b>Other Revenue Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
14							

15	TOTAL REVENUES	\$ 695,186	\$ 695,186	\$ 693,638	\$ 1,548	\$ 761,066	\$ 67,428
16	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
17							
18	EXPENDITURES - ADMINISTRATIVE						
19							
20	Legislative						

21	Supervisor Fees	\$ 2,200	\$ 3,600	\$ 4,000	\$ 400	\$ 4,000	\$ -
22	<b>Financial &amp; Administrative</b>						
23	Accounting Services	\$ 15,691	\$ 20,921	\$ 20,921	\$ (0)	\$ 21,758	\$ 837
24	Administrative Services	\$ 4,112	\$ 5,483	\$ 5,483	\$ -	\$ 5,702	\$ 219
25	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -
26	Assessment Roll	\$ 5,624	\$ 5,624	\$ 5,624	\$ -	\$ 5,849	\$ 225
27	Auditing Services	\$ 4,600	\$ 4,600	\$ 4,600	\$ -	\$ 4,800	\$ 200
28	Disclosure Report	\$ 750	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -

29	District Engineer	\$ -	\$ 300	\$ 1,500	\$ 1,200	\$ 1,500	\$ -
30	District Management	\$ 22,523	\$ 30,031	\$ 30,031	\$ 0	\$ 31,232	\$ 1,201
31	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -
32	Financial & Revenue Collections	\$ 4,218	\$ 5,624	\$ 5,624	\$ -	\$ 5,849	\$ 225
33	Legal Advertising	\$ 679	\$ 905	\$ 1,250	\$ 345	\$ 1,250	\$ -
34	Miscellaneous Fees	\$ 1,227	\$ 1,636	\$ 2,250	\$ 614	\$ 2,250	\$ -
35	Public Officials Liability Insurance	\$ 3,027	\$ 3,027	\$ 3,112	\$ 85	\$ 3,405	\$ 293
36	Tuition Fees	\$ 4,044	\$ 4,044	\$ 4,044	\$ -	\$ 4,044	\$ -

36	Trustees Fees	\$ 4,041	\$ 4,041	\$ 4,041	\$ -	\$ 4,041	\$ -
37	Website Hosting, Maintenance, Remediation & Compliance	\$ 2,053	\$ 2,737	\$ 2,800	\$ 63	\$ 2,800	\$ -
38	<b>Legal Counsel</b>						
39	District Counsel	\$ 4,646	\$ 6,195	\$ 13,000	\$ 6,805	\$ 13,000	\$ -
40							
41	<b>Administrative Subtotal</b>	<b>\$ 75,566</b>	<b>\$ 96,399</b>	<b>\$ 105,911</b>	<b>\$ 9,512</b>	<b>\$ 109,111</b>	<b>\$ 3,200</b>
42							
43	<b>EXPENDITURES - FIELD OPERATIONS</b>						

44							
45	<b>Electric Utility Services</b>						
46	Utility - Street Lights	\$ 9,534	\$ 12,712	\$ 17,000	\$ 4,288	\$ 17,000	\$ -
47	Utility Services	\$ 12,905	\$ 17,207	\$ 26,000	\$ 8,793	\$ 26,000	\$ -
48	<b>Garbage/Solid Waste Control Services</b>						
49	Garbage - Recreation Facility	\$ 2,154	\$ 2,872	\$ 3,200	\$ 328	\$ 3,200	\$ -
50	<b>Water-Sewer Combination Services</b>						
51	Utility Services	\$ 30,943	\$ 41,257	\$ 46,400	\$ 5,143	\$ 46,400	\$ -

52	<b>Stormwater Control</b>						
53	Aquatic Maintenance	\$ 12,608	\$ 16,811	\$ 18,912	\$ 2,101	\$ 20,047	\$ 1,135
54	Fountain Service Repairs & Maintenance	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -
55	Miscellaneous Expense	\$ -	\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ -
56	<b>Other Physical Environment</b>						

1

Comments




Reflects 4 Meetings
Reflects 4% Increase
Reflects 4% Increase
Reflects Current Agreement

Reflects 4% Increase
Reflects Auditor Agreement
Reflects 4% Increase
Estimation Based on Rate Sheet

Reflects 4% Increase
Special District State Fee - Florida Department of Commerce
Reflects 4% Increase
Required Meeting Public Notices

Meeting Room Reservation, Amortization Schedule, Mailed Notices
Reflects EGIS Estimate




Reflects 6% Increase per Agreement

<p style="text-align: center;"> <b>Proposed Budget</b>  <b>Two Creeks Community Development District</b>  General Fund  Fiscal Year 2025/2026 </p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------

Chart of Accounts Classification	Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025

57	Entry & Walls Maintenance & Repairs	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -
58	General Liability/Property Insurance	\$ 19,795	\$ 19,795	\$ 20,883	\$ 1,088	\$ 22,030	\$ 1,147
59	Holiday Decorations	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200
60	Irrigation Maintenance & Repairs	\$ 1,379	\$ 3,000	\$ 15,000	\$ 12,000	\$ 15,000	\$ -
61	Landscape & Irrigation Maintenance Contract	\$ 106,588	\$ 144,417	\$ 144,417	\$ -	\$ 144,417	\$ -
62	Landscape Inspection Services	\$ -	\$ -	\$ -	\$ -	\$ 11,000	\$ 11,000
63	Landscape Replacement, Plants, Shrubs, Trees	\$ -	\$ 14,000	\$ 25,000	\$ 11,000	\$ 25,000	\$ -
64	Miscellaneous Landscape Expense	\$ 10,210	\$ 10,210	\$ 10,000	\$ (210)	\$ 10,000	\$ -
65	<b>Road &amp; Street Facilities</b>						
66	Street Light Decorative Light Maintenance	\$ 3,684	\$ 4,000	\$ 3,000	\$ (1,000)	\$ 3,000	\$ -
67	<b>Parks &amp; Recreation</b>						
68	Access Control/Security Camera Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000
69	Amenity Facility - Maintenance & Repair	\$ 889	\$ 1,185	\$ 11,000	\$ 9,815	\$ 11,000	\$ -
70	Amenity Management Services Contract	\$ 79,350	\$ 118,181	\$ 118,181	\$ -	\$ 121,727	\$ 3,546
71	Cable Television & Internet	\$ 3,716	\$ 4,955	\$ 4,500	\$ (455)	\$ 4,500	\$ -
72	Fitness Equipment Maintenance & Supplies	\$ 1,099	\$ 1,465	\$ 2,500	\$ 1,035	\$ 2,500	\$ -
73	Grill Maintenance & Propane	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -
74	Miscellaneous Expense	\$ 5,964	\$ 7,952	\$ 3,750	\$ (4,202)	\$ 3,750	\$ -
75	Pest Control & Termite Bond	\$ 400	\$ 550	\$ 550	\$ -	\$ 550	\$ -
76	Pool Chemicals & Permits	\$ 12,928	\$ 17,237	\$ 15,877	\$ (1,360)	\$ 15,877	\$ -
77	Security Services Contract - Seasonal	\$ 40,933	\$ 64,000	\$ 64,000	\$ -	\$ 67,200	\$ 3,200
78	Tennis/Athletic Court/Park Maintenance & Supplies	\$ 985	\$ 1,313	\$ 1,500	\$ 187	\$ 25,500	\$ 24,000
79	<b>Contingency</b>						
80	Capital Outlay	\$ -	\$ -	\$ 16,857	\$ 16,857	\$ 16,857	\$ -
81	Miscellaneous Contingency	\$ 14,089	\$ 5,000	\$ 15,000	\$ 10,000	\$ 15,000	\$ -
82							
83	<b>Field Operations Subtotal</b>	<b>\$ 370,153</b>	<b>\$ 508,120</b>	<b>\$ 587,727</b>	<b>\$ 79,607</b>	<b>\$ 651,955</b>	<b>\$ 64,228</b>
84							
85	<b>TOTAL EXPENDITURES</b>	<b>\$ 445,719</b>	<b>\$ 604,519</b>	<b>\$ 693,638</b>	<b>\$ 89,119</b>	<b>\$ 761,066</b>	<b>\$ 67,428</b>
86							
87	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 249,467</b>	<b>\$ 90,667</b>	<b>\$ -</b>	<b>\$ 90,667</b>	<b>\$ -</b>	<b>\$ -</b>
88							

2

Comments

[illegible]



Two Creeks Community Development District

Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2016A	Budget For 2025/2026
REVENUES		
Special Assessments		
Net Special Assessments <sup>(1)</sup>	\$724,754.91	\$724,754.91
TOTAL REVENUES	\$724,754.91	\$724,754.91
EXPENDITURES		
Administrative		
Debt Service Obligation	\$724,754.91	\$724,754.91
Administrative Subtotal	\$724,754.91	\$724,754.91
TOTAL EXPENDITURES	\$724,754.91	\$724,754.91
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Clay County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS	\$770,360.24
-------------------	--------------

Notes:

Tax Roll Collection Costs and Early Payment Discount is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.



TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$862,111.00	2024/2025 O&M Budget:	\$791,740.00
Clay County Collection Cost:	2%	\$18,342.79	2025/2026 O&M Budget:	\$862,111.00
Early Payment Discount:	4%	\$36,685.57		
2025/2026 Total:		\$917,139.36	Total Difference:	\$70,371.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
Single Family	Series 2016A Debt Service	\$1,319.11	\$1,319.11	\$0.00	0.00%
	Operations/Maintenance	\$1,349.80	\$1,469.77	\$119.97	8.89%
	Total	\$2,668.91	\$2,788.88	\$119.97	4.50%

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

6

TOTAL O&M BUDGET		\$862,111.00
COLLECTION COSTS @	2.0%	\$18,342.79
EARLY PAYMENT DISCOUNT @	4.0%	\$36,685.57
TOTAL O&M ASSESSMENT		<u>\$917,139.36</u>

UNITS ASSESSED		
LOT SIZE	O&M	SERIES 2016A DEBT SERVICE <sup>(1)</sup>
Single Family	624	584
	<u>624</u>	<u>584</u>

ALLOCATION OF O&M ASSESSMENT			
EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
1.00	624.00	100.00%	\$917,139.36
	<u>624.00</u>	<u>100.00%</u>	<u>\$917,139.36</u>

PER LOT ANNUAL ASSESSMENT		
O&M	SERIES 2016A DEBT SERVICE <sup>(2)</sup>	TOTAL <sup>(3)</sup>
\$1,469.77	\$1,319.11	\$2,788.88

LESS: Clay County Collection Costs (2%) and Early Payment Discounts (4%):

**(\$55,028.36)**

Net Revenue to be Collected

\$862,111.00

<sup>(1)</sup> Reflects the number of total lots with Series 2016A debt outstanding.

<sup>(2)</sup> Annual debt service assessment per lot adopted in connection with the Series 2016A bond issue. Annual assessment includes principal, interest, Clay County collection costs and early payment discounts.

<sup>(3)</sup> Annual assessment that will appear on November 2025 Clay County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.



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## **EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.



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**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.



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**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.



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**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.



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**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



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## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

### EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



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## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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**RESOLUTION 2025-13**  
**[FY 2026 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") 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.**

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Two Creeks Community Development District ("**District**") prior to June 15, 2025, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Two Creeks Community Development District for the Fiscal Year Ending September 30, 2026."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

ATTEST:

**TWO CREEKS COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**Exhibit A:** FY 2026 Budget



**Exhibit A**  
**Will be Attached As FY**  
**2025/2026 Budget**

## Tab 8

**RESOLUTION 2025-14**  
**[FY 2026 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); 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.**

**WHEREAS**, the Two 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, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Clay County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B** ("**Assessment Roll**").
2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**
  - a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
  - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
- 3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2026 installment of the District’s previously levied debt service special assessments (“**Debt Assessments**,” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
- 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
  - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
  - b. **Future Collection Methods.** The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- 5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

ATTEST:

**TWO CREEKS COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Adopted Budget

**Exhibit B:** Assessment Roll



**Exhibit A**  
**Will be Attached As FY**  
**2025/2026 Budget**

# **Exhibit B**

## **Tab 9**

First Coast Contract Maintenance Service LLC.  
352 Perdido Street  
Saint Johns, FL 32259

(PH) 904-537-9034  
(FX) 904-321-9034



August 1st, 2025

Prepared For: Ben Pfuhl  
Rizzetta and Company, INC

Prepared By: Tony Shiver  
President First Coast CMS LLC

## Proposal:

First Coast CMS LLC is an Amenity and Facility Management company designed to assist property management companies and developers with the day to day management of onsite maintenance tasks and personnel. With a dedicated maintenance manager directing onsite workers and job tasks, Owners/Management can focus on the other aspects of the property.

A few ways First Coast CMS outmatches traditional onsite maintenance and janitorial staffs are:

- Immediate coverage when needed for emergencies
- Assist Managers in locating outside contractors when the job calls for it. •
- Support for larger jobs for instances that more workers are needed.
  - i.e. clean up after extreme weather
- Records of maintenance task performed and recommendations for projects and preventative maintenance

- Technicians are NSPF Certified Pool Operators, eliminating the need for traditional pool service companies.
- No need to worry about payroll, insurance, or workers compensation, it's all covered!

Each property is evaluated, and a maintenance and janitorial program is created to accommodate whatever the needs may be.

## **Property: Two Creeks CDD**

### **Scope:**

#### **Janitorial and Custodial \$722 per month**

First Coast CMS will provide all necessary services to maintain the facility's indoor and exterior space, including the pool deck.

Janitorial Services would be performed three days per week by cleaning staff.

### **Clubhouse**

**Duties and Responsibilities Frequency of Service** Empty and replace liners in all garbage cans Each Visit Clean clubhouse restrooms and stock if needed Each Visit Clean entrance doors inside and out Each Visit Sweep and mop ceramic tile Each Visit Wipe down all tables, coffee tables, end tables Each Visit Dust all pictures, light fixtures, A/C vents and T. V's Monthly Clean interior windowsills and glass windows Monthly Dust blinds/window treatments and interior ceiling fans Monthly

### **Pool Bathrooms**

**Duties and Responsibilities Frequency of Service** Empty and replace liners in garbage cans Each Visit Sanitize counter tops and diaper changing stations Each Visit Sanitize all toilets, urinals, and sinks Each Visit Sweep and sanitize floors Each Visit Clean all mirrors Each Visit Wipe down and disinfect all partition doors Each Visit Restock all paper products, soaps, and toiletries As Needed Dust all light fixtures, vents, & door frames Monthly

### **Exterior/Police Grounds**

**Duties and Responsibilities Frequency of Service** Empty all exterior garbage cans (Dog Waste Excluded) Each Visit Police pool deck for trash Each Visit Clean Soffits and Fascia boards Monthly

### **Recreation Amenities**

**Duties and Responsibilities Frequency of Service** Arrange pool furniture and blow off decks Each Visit Clean water fountains Each Visit Wipe down pool furniture Weekly High dust exterior ceiling fans and light fixtures Weekly or as needed Check light bulbs and replace any that are burnt out Each Visit

## **Pool and Service Maintenance \$2166 per month**

Our certified technician will be responsible for and maintaining correct water chemistry in the swimming pool. A series of water tests will be conducted at each visit. The results of these tests will be interpreted and used to determine the chemicals needed to maintain and assure purity and water balance as recommended by the NSPF and required by the State of Florida.

In addition, the technician will be responsible for cleaning the filter, pump and skimmer baskets as needed. The technician will also be responsible for general maintenance and adjustment of pool equipment as needed. The pool will be vacuumed regularly, and surface water skimmed to remove floating debris. The technician will manually clean pool steps and tiles as needed.

The pool will be inspected regularly and anything that appears to be in violation of the state pool code will either be corrected, or management notified of the violation so it can be corrected as soon as possible.

A manually written record will be kept showing activities of the pool, as well as a full test kit onsite at all times. Entries will show water test, chemicals added, filter condition, and whatever maintenance task performed on the pool that day. The routine chemical test performed by the technician will be Free Chlorine Residual, pH, Acid Demand, Total Alkalinity, Calcium Hardness, and Cyanuric Acid.

Any repairs or additional work will be charged extra. This includes work on mechanical seals, bearings, gaskets, light bulbs, or any other part of the pool that is not “routine” pool maintenance.

Any chemicals and filter media used to properly treat and balance the pool are not covered and will be invoiced monthly for reimbursement with a 3% purchase fee.

## **Common Area Maintenance \$4333 per**

**month** This includes the following:

- Inspection and documenting the fitness equipment condition weekly and report repairs as needed.
  - Monitor condition of all doors, fencing, gates, touch up painting, cobweb control and prevent debris from accumulating on the walls.
  - Replacing A/C filters
  - Changing interior/exterior lights
  - Inspect and operate security cameras, and access controls •
- Blow off entire pool deck weekly
- Maintain operational condition of ADA pool life and safety equipment
  - Inspect playground and make minor repairs as needed



- Inspect and document conditions of parking lot and lighting weekly
- Bi-weekly cleaning of the entrance fountain
- Maintain proper water chemistry of entrance fountain
- Keep fountain free of algae

Three hours per week will be dedicated to general facilities maintenance, upkeep and repair. The onsite personnel may repair any minor issue that 1) does not require a trade license 2) Is not covered under another contract 3) Can be completed within the allotted time frame, and 4) Does not require prior approval from management. Materials for repairs are not covered and will be submitted for reimbursement. The District Manager will be notified about any issue that can't be repaired "in house" or requires invoicing upon completion.

### **Management and Field Services \$2922 per month**

First Coast CMS will solicit, schedule and monitor third party vendors to perform services as needed for the CDD Amenity Center and the CDD maintained areas. This will include vendors such as plumbers, electricians, special event vendors, food trucks, and pest control companies. FCCMS will ensure vendors are properly licensed/insured and assist vendors with proper invoicing to the District Management.

FCCMS will staff the facility with a weekend attendant with a maximum of 16 hours per week. Additional hours requested for attendant, including holidays will be invoiced separately at FCCMS cost plus 10%. This must be approved prior by District Manager.

FCCMS will schedule and monitor fire extinguishers and other facility life safety apparatus, and schedule appropriate vendors.

FCCMS will operate and maintain a mass email communication system (e

blast) to update residents and management of important information that pertains to the Amenities, OR other information requested by District Management.

FCCMS will develop and implement an Inclement Weather Readiness Plan and will communicate with residents the appropriate information, including emergency contacts, and facility closures/openings.

FCCMS will secure facility during Hurricane/Tropical Storms. This includes securing the furniture and shade awnings if required. FCCMS will close the facility to residents 48 hours prior to landfall of a named Tropical Storm.

FCCMS will communicate directly with Residents regarding issues or concerns they have involving the amenity center or CDD maintained areas.

At the request of the District Manager, First Coast CMS will prepare a report for the Board of Supervisors regarding the general maintenance, repairs, and condition of the amenity center and its features.

Materials purchased to provide services, for repair and janitorial, are not covered under the estimate and will be submitted for reimbursement and a 3% purchase delivery fee.

In consideration for providing services specified above by First Coast CMS LLC, payment to the order of **\$10,143** to be paid within (45) thirty days of invoice date.

Additional staffing approved by District Management will be invoiced at cost plus 10% per hour. This includes additional staffing as needed for District Sponsored Special Events.

If agreed upon, a contract would be drafted and signed by both parties specifying details and could be terminated at any time by either party given a 60 day written notice. This proposal is meant to be in effect for a period of 24 months from the signed date. There will be an automatic 3% increase after 12 months.

Thank you for your consideration and we hope to do business with your organization.

Tony Shiver  
President  
First Coast CMS LLC.

## **Tab 10**

## CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

**DATE:** October 1, 2025

**BETWEEN:** **RIZZETTA & COMPANY, INC.**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District Manager**")

**AND:** **TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with District Manager, the "**Parties**.")

### PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. Additionally, this Contract consolidates all services provided by District Manager including continuing disclosure and technology services. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract. This Contract constitutes the entire understanding between the Parties and supersedes all prior Contracts, which are hereby terminated and of no further effect.

**A. STANDARD ON-GOING SERVICES.** The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include the conducting of one (1) three (3) hour board meeting per quarter, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
- ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
- v. **Continuing Disclosure** – serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.
- vi. **Website Management** – services associated with managing the content of the District's website in compliance with Chapter 189.069, Florida Statutes.

**B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

**II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;



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- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.

**III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.

**IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.

**V. TERM.** The District Manager's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

**VI. FEES AND EXPENSES; PAYMENT TERMS.**

**A. FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services



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provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.

- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

#### B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.



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- iii. **Litigation Support Services.** Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VIII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- IX. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.
- X. **RESPONSIBILITIES.**
  - A. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
  - B. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- XI. **TERMINATION.** This Contract may be terminated as follows:
  - A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager



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electronically at the address noted herein.

- B. By the District Manager for “good cause”, immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written notice to District electronically at the address noted herein.
- C. By the District Manager or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## **XII. GENERAL TERMS AND CONDITIONS.**

- A. All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B. In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney’s fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Clay County, Florida.
- D. In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- F. The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager’s activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G. Dissolution or court declared invalidity of the District shall not relieve the District of



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compensation due for services theretofore rendered.

**XIII. INDEMNIFICATION.**

**A. DISTRICT INDEMNIFICATION.** To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

**DISTRICT MANAGER INDEMNIFICATION.** The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

**B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**XIV. WAIVER OF DAMAGES.** The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the scope of this Agreement. Further, the District Manager, its employees, officers, or agents,



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shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.

**XV. INSURANCE.**

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
  - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section



768.28, Florida Statutes.

- E. If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- XVI. **ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**



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

**If to the District:** Two Creeks Community  
Development District  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, FL 32301  
Attn: District Counsel

**If to the District Manager:** Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. 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 Contract 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 District Manager may deliver Notice on behalf of the District and the District Manager, respectively. 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.

- XIX. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the District Manager and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely



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responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXIII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.
- XXIV. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The District Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- XXVI. COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- XXVII. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
  - B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as



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required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.

- C. If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.

**XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT.** District agrees to provide a safe and healthy work environment for all employees provided by the District Manager. If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by on-site employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

**XXIV. FORCE MAJEURE.** The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "**Force Majeure**"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

**XXV. DISCLOSURE.** Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

*(Remainder of this page is left blank intentionally)*



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Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY:

William J. Rizzetta

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

Aug 1, 2025

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT**

BY:

PRINTED NAME:

TITLE:

Chairman/Vice Chairman

DATE:

**Exhibit A** – Scope of Services  
**Exhibit B** – Schedule of Fees  
**Exhibit C** – Municipal Advisor Disclaimer  
**Exhibit D** – Public Records Request Policy  
**Exhibit E** – Human Trafficking Affidavit



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**EXHIBIT A**  
Scope of Services

**STANDARD ON-GOING SERVICES:** These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

**MANAGEMENT:**

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
  - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
  - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
  - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
  - 4. Provide Form 1 Financial Disclosure documents for Board Members
  - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
  - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
  - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
  - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
  - 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
  - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
  - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
    - a. Provide written notice to owners of public hearing on the budget and its related assessments.
  - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
  - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
  - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



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15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
  16. Provide for submitting the regular meeting schedule of the Board to County.
  17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
  18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
  19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
  20. Provide for public records announcement and file document of registered voter data each June.
  21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
  22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
  23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
    - a. Provide for the appropriate ad templates and language for each of the above.
  24. Provide for instruction to Landowners on the Election Process and forms, etc.
  25. Respond to Bond Holders Requests for Information.
  26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

**ADMINISTRATIVE:**

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



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- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
  - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

**ACCOUNTING:**

**A. Financial Statements**

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
  - a) Chart of Accounts
  - b) Vendor and Customer Master File
  - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
  - a) Cash Investment Account Reconciliations per fund
  - b) Balance Sheet Reconciliations per fund
  - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1<sup>st</sup> of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
  - a) Review statutory and bond indenture requirements
  - b) Prepare Audit Confirmation Letters for independent verification of activities.



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- c) Prepare all supporting accounting reports and documents as requested by the auditors
  - d) Respond to auditor questions
  - e) Review and edit draft report
  - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30<sup>th</sup> of each year.

**B. Budgeting**

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

**C. Accounts Payable/Receivable**

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
  - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
  - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
  - a) File reports with IRS.

**D. Capital Program Administration**

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
  - a) Vendor Contract completion status
  - b) Verify Change Orders for materials
  - c) Check for duplicate submittals



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d) Verify allowable expenses per Bond Indenture Agreements such as:

- (1) Contract Assignment
- (2) Acquisition Agreement
- (3) Project Construction and Completion Agreement

3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

**E. Purchasing**

1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

**F. Risk Management**

1. Prepare and follow risk management policies and procedures.
2. Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
4. Review insurance policies and coverage amounts of District vendors.
5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

**FINANCIAL AND REVENUE COLLECTION:**

**A. Administer Prepayment Collection:**

1. Provide payoff information and pre-payment amounts as requested by property owners.
2. Monitor, collect and maintain records of prepayment of assessments.



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3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

**B. Administer Assessment Roll Process:**

1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
3. Verify assessments on platted lots, commercial properties or other assessable lands.
4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.

**C. Administer Assessments for Off Tax Roll parcels/lots:**

1. Maintain and update current list of owners of property not assessed via the tax roll.
2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

**D. True-Up Analysis:**

1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

**CONTINUING DISCLOSURE:**

**A. Dissemination Agent:**

1. Serve as the District's Dissemination Agent and provides such duties as required per the District's Continuing Disclosure Agreements and compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) for all series of bonds requiring such services.

**WEBSITE MANAGEMENT:**

**A. Website Management:**

1. Consultant shall manage the content of the website in compliance with Chapter 189.069, Florida Statutes. Consultant shall maintain the domain for the District. Consultant shall provide the website maintenance provider with documents and



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updated content as required in accordance with Chapter 189.0069 Florida Statutes.

Required Website Content: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites are required to include and make available the following information or documents, which requirements may be changed from time to time. Changes to the requirements may be subject to additional fees:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established.  
Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- f. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- k. The budget of the special district and any amendments thereto in accordance with s. 189.016.
- l. Tentative budgets shall be posted at least two (2) days before the budget hearing and remain on District website for forty-five (45) days.
- m. Final adopted budgets shall be posted within thirty (30) days after adoption and remain on District website for two (2) years.
- n. Budget amendments shall be posted within five (5) days after adoption and remain on District website for two (2) years.
- o. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district or a link to the District's most recent final, complete audit report on the Auditor General's website.
- p. A listing of the District's regularly scheduled public meetings as required by s. 189.015(1).
- q. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- r. At least seven (7) days before each meeting or workshop, the agenda of the event, The information must remain on the website for at least one (1) year after the event.



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**ADDITIONAL SERVICES:**

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
  - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
  - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;

C. Bond Issuance Services

1. Special Assessment Allocation Report;
  - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
  - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
  - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments
2. Bond Validation;
  - a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
  - b) Provide expert testimony at bond validation hearing in circuit court.
3. Certifications and Closing Documents;
  - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;



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- I. Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

**LITIGATION SUPPORT SERVICES:**

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

**ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:**

- A. Issue estoppel letters as needed for property transfers
  - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
  - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
  - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
  - 2. Maintain collection log showing all parcels that have pre-paid assessments.
  - 3. Prepare, execute and issue release of lien to be recorded in public records.



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**EXHIBIT B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

	MONTHLY	ANNUALLY
Management:	\$2,602.67	\$31,232
Administrative:	\$475.17	\$5,702
Accounting:	\$1,813.17	\$21,758
Financial & Revenue Collections:	\$487.42	\$5,849
Assessment Roll <sup>(1)</sup>		\$5,849
Continuing Disclosure:	\$83.33	\$1,000
Website Management:	\$110.00	\$1,320
<b>Total Standard On-Going Services:</b>	<b>\$5,571.75</b>	<b>\$72,710</b>

(1) Assessment Roll is to paid in one lump-sum upon completion.



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<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 400
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 400
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

**PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests shall be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00



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**LITIGATION SUPPORT SERVICES:**

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Director	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00



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**EXHIBIT C**  
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



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## EXHIBIT D

### Public Records Request Policy and Fees

#### **Public Officer, Employee and Staff Policy for Processing Requests for Public Records**

##### **Policy Generally:**

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

##### **Requests for District Records:**

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



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6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

**Processing Responsive Records:**

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



**EXHIBIT E**

Nongovernmental Entity  
Human Trafficking Affidavit  
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

**FURTHER AFFIANT SAYETH NOT.**

**Rizzetta & Company, Incorporated, a  
Florida Corporation**

By: William J. Rizzetta  
Name: William J. Rizzetta  
Title: President



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# 2025-10-01 - Two Creeks CDD - Contract for District Management Services (consolidated)

Final Audit Report

2025-08-01

Created:	2025-07-31
By:	Scott Brizendine (sbrizendine@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKgRynL7m5DAmsYRa3SPi3OsWSKzWhQ1t

## "2025-10-01 - Two Creeks CDD - Contract for District Management Services (consolidated)" History

-  Document created by Scott Brizendine (sbrizendine@rizzetta.com)  
2025-07-31 - 6:36:41 PM GMT
-  Document emailed to Bill Rizzetta (brizzetta@rizzetta.com) for signature  
2025-07-31 - 6:36:49 PM GMT
-  Email viewed by Bill Rizzetta (brizzetta@rizzetta.com)  
2025-07-31 - 10:01:04 PM GMT
-  Document e-signed by Bill Rizzetta (brizzetta@rizzetta.com)  
Signature Date: 2025-08-01 - 5:31:44 PM GMT - Time Source: server
-  Agreement completed.  
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