

***MEADOW VIEW  
AT TWIN CREEKS***

*Community Development District*

*FEBRUARY 21, 2019*



# *Meadow View at Twin Creeks*

## *Community Development District*

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*475 West Town Place, Suite 114, St. Augustine, Florida 32092*

*Phone: 904-940-5850 - Fax: 904-940-5899*

February 14, 2019

Board of Supervisors  
Meadow View at Twin Creeks  
Community Development District

Dear Board Members:

The Meadow View at Twin Creeks Community Development District meeting is scheduled for **Thursday, February 21, 2019 at 10:00 a.m.** at the offices of **Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092**. Following is the advance agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of Minutes of the January 17, 2019 Meeting
- IV. Financing Matters
  - A. Consideration of Resolution 2019-06, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2019A-1 and 2019A-2
  - B. Consideration of True-Up Agreement (2019 Bonds)
  - C. Consideration of Second Amendment to Completion Agreement
  - D. Consideration of Second Amendment to Collateral Assignment
  - E. Consideration of Declaration of Consent
  - F. Consideration of Notice of Special Assessments
  - G. Consideration of Disclosure of Public Finance
- V. Ratification of the Engagement Letter with Berger, Toombs, Elam, Gaines & Frank for the FY18 Audit
- VI. Selection of Audit Committee
- VII. Ratification of Agreement with Universal Engineering Sciences for Townhomes Redi-Rock Retaining Wall Designs
- VIII. Ratification of Agreement with Environmental Services, Inc. for Phase 3A Credit Tree Inventory
- IX. Consideration of Agreement with West Orange Nurseries for Landscape Maintenance
- X. Update Regarding Amenity Center Operations and Events
- XI. Consideration of Resolution 2019-07, Setting a Public Hearing to Adopt Rates, Fees and Amenity Rules of the District
- XII. Consideration of Amenity Center Proposals
  - A. Janitorial Services
  - B. Purchase of Kayaks and Related Equipment



- C. Air Conditioning Units Maintenance
- XIII. Staff Reports
  - A. District Counsel
  - B. District Engineer
    - 1. Ratification of Requisition Nos. 38, 44 and 45
    - 2. Consideration of Requisition Nos. 46-57
    - 3. Consideration of Change Order Nos. 1 and 2 from Hughes Brothers for Town Homes Mass Grading
    - 4. Consideration of Change Order No. 16 from Hughes Brothers for Phase One
    - 5. Consideration of Change Order Nos. 9 and 10 from Dicky Smith for Amenity Center Work
    - 6. Consideration of Work Authorization No. 12 from ETM for Town Homes Construction Plan Revisions
    - 7. Dicky Smith Work Order Nos. 1-5 for Additional Services
  - C. District Manager
  - D. Amenity Manager – Report
- XIV. Financial Reports
  - A. Balance Sheet and Income Statement
  - B. Assessment Receipts Schedule
  - C. Funding Request No. 35
- XV. Supervisors' Requests and Audience Comments
- XVI. Next Scheduled Meeting – March 21, 2019 at 10:00 a.m. at the offices of GMS
- XVII. Adjournment

Enclosed under the third order of business is a copy of the minutes of the January 17, 2019 meeting for your review and approval.

The fourth order of business is financing matters. Enclosed for your review and approval is resolution 2019-06, true-up agreement, second amendment to the completion agreement, second amendment to the collateral assignment agreement, declaration of consent, notice of special assessments and the disclosure of public finance.

The fifth order of business is ratification of the engagement letter with Berger, Toombs, Elam, Gaines & Frank for the FY18 audit. A copy of the engagement letter is enclosed for your review and approval.

The seventh order of business is ratification of agreement with Universal Engineering Sciences for Townhomes Redi-Rock retaining wall designs. A copy of the agreement is enclosed for your review and approval.

The eighth order of business is ratification of agreement with Environmental Services, Inc. for Phase 3A credit tree inventory. A copy of the agreement is enclosed for your review and approval.

The ninth order of business is consideration of agreement with West Orange Nurseries for landscape maintenance. A copy of the agreement is enclosed for your review and approval.

The eleventh order of business is consideration of resolution 2019-07, setting a public hearing to adopt rates, fees and amenity rules of the District. Copies of the resolution and proposed rules/rates will be distributed under separate cover.



The twelfth order of business is consideration of amenity center proposals. Enclose for your review and proposals for janitorial services, kayaks and related equipment, and air condition unit maintenance.

Enclosed under financial reports is the balance sheet and income statement, assessment receipts schedule and funding request number 35.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting and additional support material, if any, will be presented and discussed at the meeting.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

*James Oliver*

James Oliver

District Manager  
Meadow View at Twin Creeks  
Community Development District



## *AGENDA*



# *Meadow View at Twin Creeks Community Development District Agenda*

Thursday  
February 21, 2019  
10:00 a.m.

Governmental Management Services  
475 West Town Place  
St. Augustine, Florida 32092  
**Call In # 1-888-757-2790 Code 380298**  
[www.meadowviewattwincreekscdd.com](http://www.meadowviewattwincreekscdd.com)

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  - C. District Manager
  - D. Amenity Manager – Report
- XIV. Financial Reports
  - A. Balance Sheet and Income Statement
  - B. Assessment Receipts Schedule



C. Funding Request No. 35

XV. Supervisors' Requests and Audience Comments

XVI. Next Scheduled Meeting – March 21, 2019 at 10:00 a.m. at the offices of GMS

XVII. Adjournment



## *MINUTES*



MINUTES OF MEETING  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District was held on Thursday, January 17, 2019 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Present and constituting a quorum were:

Bruce Parker	Chairman
Blaz Kovacic	Vice Chairman
Aaron Lyman	Supervisor
Ben Bishop	Supervisor

Also present were:

Jim Oliver	District Manager
Jere Earlywine	District Counsel (by phone)
Scott Lockwood	District Engineer
Ernesto Torres	GMS
Brian Stephens	Riverside Management Services
Jerry Lambert	Riverside Management Services

The following is a summary of the discussions and actions taken at the January 17, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Oliver called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There were no audience members in attendance.

**THIRD ORDER OF BUSINESS**

**Consideration of Work Authorization from  
RMS for Pool Maintenance Services**

Mr. Oliver stated Riverside Management Services has offered two options. The first is to have two days of pool cleaning service in the winter and three days for the remainder of the year. The second is to have three days of pool cleaning service a week for the entire year.

Mr. Parker stated I make a motion to accept option one on the proposal.



On MOTION by Mr. Parker seconded by Mr. Lyman with all in favor option one on the work authorization for pool maintenance services from Riverside Management services was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the December 14, 2018 Special Meeting**

There were no comments on the minutes.

On MOTION by Mr. Parker seconded by Mr. Lyman with all in favor the minutes of the December 14, 2018 meeting were approved as presented.

**FIFTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Earlywine stated we got our pool-operating permit, which was a big effort. We have our bond financing pre-closing coming up at our February 21<sup>st</sup> meeting for the second part of the 2018 bonds. We have not heard anything further from bonding company for the construction contracts in terms of the bid bonds but they did ask for some additional information, which we've provided, so we're waiting to hear back. Otherwise, we are proceeding with the construction contracts on phase two and the townhomes with Hughes Brothers and hope to get those signed in the next few days.

**B. District Engineer – Requisition Summary**

Mr. Lockwood gave an overview of requisition numbers 24-43.

On MOTION by Mr. Parker seconded by Mr. Kovacic requisitions 24-43 were approved subject to review of the Micamy contract and requisitions.

**C. District Manager**

There being none, the next item followed.

**D. Amenity Manager – Report**

A copy of the amenity manager's report was included in the agenda package.



Mr. Stephens stated behind tab two is a proposal from LifeSafe Services for two AED units, one for each wing at \$1,050 each. I would recommend the service plan because they would come in once a year and check the batteries and it helps from a liability standpoint. I would also recommend the wall cabinets so that they are easily displayed. The service plan is \$200 year per unit and the wall cabinets are \$175 each.

Mr. Lyman stated I would say we should do them.

On MOTION by Mr. Bishop seconded by Mr. Lyman with all in favor the proposal from LifeSafe for two AED units was approved.

Mr. Stephens stated my last item is janitorial service for the facility once it's turned over. I spoke with Mike Smith and his thought was a crew of people would come in three days a week. Our thought was just a single person five days a week, which we could staff if you'd like a proposal.

Mr. Parker stated let's get multiple proposals. Maybe we can do three days a week in the beginning. We definitely want to take care of it; I just don't know how much use it's going to get in the beginning.

## **SEVENTH ORDER OF BUSINESS**

### **Financial Reports**

#### **A. Balance Sheet & Income Statement**

Mr. Oliver stated there are no unusual variances.

#### **B. Assessment Receipts Schedule**

#### **C. Consideration of Funding Request No. 34**

A copy of the funding request was included in the agenda package for a total of \$69,696.10.

Mr. Oliver stated the largest expenditure on the funding request is for payment of the property insurance premium. Effective January 1<sup>st</sup>, the new amenity center and other new improvements were added to the property insurance. I confirmed with Mike Smith that the builder's risk insurance was not extended beyond that date.

On MOTION by Mr. Parker seconded by Mr. Lyman with all in favor funding request number 34 was approved.



**EIGHTH ORDER OF BUSINESS**

**Supervisors' Requests and Audience  
Comments**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Next Scheduled Meeting – February 21,  
2019 at 10:00 a.m. at the Offices of GMS**

Mr. Oliver stated the next scheduled meeting is February 21, 2019 at 10:00 a.m.

**TENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Bishop seconded by Mr. Lyman with all in favor the meeting was adjourned.
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\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman



## *FOURTH ORDER OF BUSINESS*



*A.*



## RESOLUTION 2019-06

**A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2019A-1, AND SPECIAL ASSESSMENT BONDS, SERIES 2019A-2; MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING AN ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SPECIAL ASSESSMENT BONDS, SERIES 2019A-1, AND SPECIAL ASSESSMENT BONDS, SERIES 2019A-2; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE SPECIAL ASSESSMENT BONDS, SERIES 2019A-1, AND SPECIAL ASSESSMENT BONDS, SERIES 2019A-2; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Meadow View at Twin Creeks Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

**WHEREAS**, on September 20, 2018, the District's Board of Supervisors ("**Board**") adopted, after notice and public hearing, Resolution 2018-07, relating to the imposition, levy, collection and enforcement of debt service special assessments to secure the repayment of future bonds, including but not limited to the 2019 Bonds (defined herein); and

**WHEREAS**, on October 10, 2018, and in order to finance what is known as the "**2019 Project**," the District entered into that certain *Bond Purchase Contract* with MBS Capital Markets, LLC, whereby the District agreed to sell its Special Assessment Bonds, Series 2019A-1 ("**2019A-1 Bonds**") in the par amount of \$3,660,000 and Special Assessment Bonds, Series 2019A-2 ("**2019A-2 Bonds**"), and together with the 2019A-1 Bonds, "**2019 Bonds**") in the par amount of \$4,450,000; and

**WHEREAS**, pursuant to and consistent with Resolution 2018-07, the District desires to set forth the particular terms of the sale of the 2019 Bonds and confirm the lien for special assessments securing the 2019 Bonds.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and Resolution 2018-07. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Resolution 2018-07.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:



- a. On September 20, 2018, the District, after due notice and public hearing, adopted Resolution 2018-07 which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any true-up amounts and the application of receipt of any true-up proceeds.
- b. The *Engineer's Report Capital Improvement Plan*, dated March 17, 2016, as supplemented by the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated October 6, 2016, and the *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018, attached to this Resolution as **Exhibit A** (together, "**Engineer's Report**"), identifies and describes, among other things, the presently expected components of the 2019 Project. The Engineer's Report sets forth the estimated costs of the 2019 Project. The District hereby confirms that the 2019 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the 2019 Bonds.
- c. The *Second Revised Master Special Assessment Methodology Report*, dated September 20, 2018, and the *2<sup>nd</sup> Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2019A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A dated August 16, 2018" for the 2019 Project FINAL NUMBERS*, dated October 10, 2018, and attached to this Resolution as **Exhibit B ("Assessment Report")**, applies to the 2019 Project and the actual terms of the 2019 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the 2019 Bonds.
- d. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the 2019 Project – as a portion of the Master Project – benefits all developable property within the District, including but not limited to the "**2019 Assessment Area**", as further described in **Exhibit C** attached hereto, but are levied only on the assessable lands within the 2019 Assessment Area. Such benefits from the Master Project – including the 2019 Project – equal or exceed the Revised Master Assessments, which include the special assessments securing the 2019A-1 Bonds ("**2019A-1 Assessments**"), and the special assessments securing the 2019A-2 Bonds ("**2019A-2 Assessments**," together with the 2019A-1 Assessments, "**2019 Assessments**"), as described in **Exhibit B**. Moreover, such 2019 Assessments are fairly and reasonably allocated across the 2019 Assessment Area. It is reasonable, proper, just and right to assess the 2019 Assessments to the specially benefited properties within the 2019 Assessment Area as set forth in Resolution 2018-07 and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE 2019 BONDS.** As provided in Resolution 2018-07, this Resolution is intended to set forth the terms of the 2019 Bonds and



the final amount of the lien of the 2019 Assessments. **Composite Exhibit D** shows: (i) the rates of interest and maturity on the 2019 Bonds, (ii) the estimated sources and uses of funds of the 2019 Bonds, and (iii) the debt service due on the 2019 Bonds. The lien of the 2019 Assessments shall be the principal amount due on the 2019 Bonds, together with interest and collection costs.

5. **COLLECTION OF THE 2019 ASSESSMENTS.**

- a. The 2019 Assessments shall be allocated in accordance with **Exhibit B**. The Assessment Report, considered herein, reflects the actual terms of the issuance of the 2019 Bonds.
- b. Debt service payments are reflected on **Composite Exhibit D**. The District shall begin annual collection of the 2019 Assessments using the methods available to it by law, and in time (taking into account any capitalized interest period) to meet the debt service obligations set forth in **Composite Exhibit D**.
- c. Section 8 of Resolution 2018-07 sets forth the terms for collection and enforcement of the 2019 Assessments. The District hereby certifies the 2019 Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. Subject to the requirements of the applicable trust indenture, the District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service. Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the 2019 Assessments and present same to the Board as required by law.

6. **PREPAYMENT OF 2019 ASSESSMENTS.** Section 8 of Resolution 2018-07, together with the Assessment Report, shall address prepayments for the 2019 Assessments.

7. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of Resolution 2018-07, together with the Assessment Report, shall govern true-up as it relates to the 2019 Assessments and 2019 Bonds.

8. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the 2019 Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The 2019 Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

9. **CONFLICTS.** This Resolution is intended to supplement Resolution 2018-07, which remains in full force and effect and is applicable to the 2019 Bonds except to the extent set forth herein. This Resolution and Resolution 2018-07 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

10. **SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this



Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

11. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**APPROVED** and **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

**MEADOW VIEW AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

**Exhibit A:** *Engineer's Report Capital Improvement Plan, dated March 17, 2016, as supplemented by the First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan, dated October 6, 2016, and the Second Supplemental Engineer's Report for Series 2018 and 2019 Projects, dated September 17, 2018*

**Exhibit B:** *Second Revised Master Special Assessment Methodology Report, dated September 20, 2018, the 2<sup>nd</sup> Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2019A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A dated August 16, 2018" for the 2019 Project FINAL NUMBERS, dated October 10, 2018*

**Exhibit C:** Legal Description of the 2019 Assessment Area

**Comp. Exhibit D:** Maturities and Coupon of 2019 Bonds

Sources and Uses of Funds for 2019 Bonds

Annual Debt Service Payment Due on 2019 Bonds



**Exhibit A:**

*Engineer's Report Capital Improvement Plan*, dated March 17, 2016, as supplemented by the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated October 6, 2016, and the *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018



**Exhibit B:**

*Second Revised Master Special Assessment Methodology Report, dated September 20, 2018, the 2<sup>nd</sup> Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2019A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A dated August 16, 2018" for the 2019 Project FINAL NUMBERS, dated October 10, 2018*



**Exhibit C:**

Legal Description of the 2019 Assessment Area



**Comp. Exhibit D:**

Maturities and Coupon of 2019 Bonds  
Sources and Uses of Funds for 2019 Bonds  
Annual Debt Service Payment Due on 2019 Bonds



*B.*



This instrument was prepared by and  
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

(This space reserved for Clerk)

**TRUE-UP AGREEMENT  
(2019 Bonds / 2019 Assessment Area)**

**THIS TRUE-UP AGREEMENT (2019 BONDS / 2019 ASSESSMENT AREA) ("Agreement")** is made and entered into to be effective \_\_\_\_\_, 2019, by and between:

**Meadow View at Twin Creeks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

**Heartwood 23, LLC**, a Florida limited liability company, the owner and primary developer of lands within the boundaries of the 2019 Assessment Area (defined herein), and whose address is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage system, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, the Developer is currently the owner and primary developer of the portion of the lands within the District known as the "**2019 Assessment Area**," which is subject to change as described in the Assessment Report, and which lands are as described in **Exhibit A** attached hereto; and

**WHEREAS**, for the benefit of all lands within the District, the District intends to finance all or a portion of the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "**Master Project**" and as defined in the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated October 6, 2016; and



**WHEREAS**, the District intends to finance a portion of the Master Project – known as the “**2019 Project**,” as defined and described in that *Second Supplemental Engineer’s Report for Series 2018 and 2019 Projects*, dated September 17, 2018 – through the use of proceeds from the anticipated sale of \$3,660,000 Special Assessment Bonds, Series 2019A-1, and \$4,450,000 Special Assessment Bonds, Series 2019A-2 (together, “**2019 Bonds**”); and

**WHEREAS**, pursuant to Resolution Nos. 2016-30, 2017-01, 2018-03, 2018-07 and 2019- (together, “**Assessment Resolutions**”), the District has taken certain steps necessary to impose debt assessment liens on the 2019 Assessment Area pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including liens (“**2019 Assessments**”) to secure repayment of the 2019 Bonds; and

**WHEREAS**, as part of the Assessment Resolutions, the District adopted the *Second Revised Master Special Assessment Methodology Report* dated September 20, 2018, and the *2<sup>nd</sup> Amendment to the “Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the ‘Series 2019 Assessment Area’)* dated August 16, 2018,” for the 2019 Project FINAL NUMBERS, dated October 10, 2018 (together, “**Assessment Report**”), all of which are on file with the District and expressly incorporated herein by this reference; and

**WHEREAS**, Developer agrees that all lands within the 2019 Assessment Area, described in the Assessment Report as being subject to the 2019 Assessments, benefit from the timely design, construction, or acquisition of the Master Project (and 2019 Project); and

**WHEREAS**, Developer agrees that the 2019 Assessments, which were imposed on the lands within the 2019 Assessment Area, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the 2019 Assessment Area; and

**WHEREAS**, the Assessment Resolutions together with the Assessment Report provide that as the lands within the 2019 Assessment Area are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the 2019 Assessment Area would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the 2019 Assessment Area, which assumptions were provided by Developer; and

**WHEREAS**, Developer intends to plat and develop its lands within the 2019 Assessment Area based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

**WHEREAS**, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as reconfigured (which payments shall collectively be referenced as “**True-Up Payment**”).



**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the 2019 Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the 2019 Assessments on the assessable lands within the 2019 Assessment Area, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2019 Assessments. Developer further agrees that to the extent Developer fails to timely pay all 2019 Assessments collected by mailed notice of the District, said unpaid 2019 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the St. Johns County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year. Nothing herein shall require the Developer to be responsible for the payment of any 2019 Assessments on lands not owned by the Developer, subject however to the provisions of Section 6 of this Agreement.

3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the 2019 Assessments without interest within thirty (30) days of completion of the improvements.

4. **TRUE-UP OBLIGATIONS.**

- a. **Presentation of Plats** – At such time as parcels of land, or portions thereof within the 2019 Assessment Area, are included in a plat or site plan, it is an express condition of this Agreement and the Assessment Resolutions that, prior to County approval, the Developer provide to the District Manager any and all plats or site plans for any portion of the lands within the 2019 Assessment Area, as the boundaries of the 2019 Assessment Area may be amended from time to time. As parcels of land, or portions thereof, are included in a plat or site plan, the District Manager shall review the plat or site plan and cause the 2019 Assessments to be assigned and/or reallocated to the units<sup>1</sup> being included in the plat or site plan and the remaining property in the 2019 Assessment Area in accordance with the Assessment Resolutions and Assessment Report, and cause such reallocation to be recorded in the District's Improvement Lien Book.
- b. **True-Up Determination** – Pursuant to the Assessment Report, there may be required from time to time certain true-up payments. When a plat or site plan for the lands within the 2019 Assessment Area is presented to the District, and subject to the terms of the

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<sup>1</sup> The term "units" as used herein refers to the planned lots and other similar units planned for development within the 2019 Assessment Area.



Assessment Report, the District Manager shall review the plat or site plan to determine whether, taking into account the plat or site plan, there is a net shortfall in the overall principal amount of 2019 Assessments reasonably able to be assigned to benefitted lands within the 2019 Assessment Area. Such determination shall be made in the District's sole discretion and based on the tests or other methods set forth in the Assessment Resolutions and Assessment Report. If the overall principal amount of 2019 Assessments reasonably cannot be assigned, or is not reasonably expected to be assigned, as set forth in more detail in and subject to the terms of the Assessment Report, to the platted and site planned lands as well as the undeveloped lands in the 2019 Assessment Area, then a True-Up Payment in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands in the 2019 Assessment Area, in addition to any regular assessment installment. No further action by the District's Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by the Assessment Resolutions. In the event a True-Up Payment is due and unpaid, the payment obligation hereunder, as well as the lien established under the Assessment Resolutions for the True-Up Payment amount, shall remain in place until such time as the True-Up Payment is made.

- c. The terms of the Assessment Resolutions and Assessment Report are expressly incorporated herein by this reference, and, to the extent of any conflict, the Assessment Resolutions and Assessment Report shall control.

**5. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the 2019 Assessments and to abide by the requirements of the reallocation of 2019 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

- i. Notwithstanding anything to the contrary herein, a defaulting party shall have twenty (20) days to cure any default hereunder from the date of issuance of a notice of default by the non-defaulting party.

**6. ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the 2019 Assessment Area, binding upon Developer and its successors and assigns as to the 2019 Assessment Area or portions thereof, and any transferee of any portion of 2019 Assessment Area as set forth in this Section. Developer shall not transfer any portion ("**Transferred Lands**") of the 2019 Assessment Area to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District with respect to such Transferred Lands. Additionally, any transferee shall take title subject to the terms of this Agreement, including but not limited to any obligation to pay any unsatisfied True-Up Payments.

- i. Notwithstanding the foregoing, the Developer may request an estoppel letter from the District with respect to any proposed transfer, and, any transfer that is consummated after satisfying any applicable True-Up Payment, shall, upon the recording in the Official



Records of St. Johns County, Florida of a deed transferring such Transferred Lands, and from such date and thereafter: (i) operate as a release of Developer from its obligations under this Agreement as to such Transferred Lands, and (ii) cause the transferee to be the "Developer" hereunder from and to assume the Developer's obligations hereunder in accordance herewith.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

9. **NOTICE.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

11. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions



contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. By way of clarification, and with respect to that certain True-Up Agreement (2016 Bonds) dated as of November 3, 2016 between the parties hereto ("**2016 True-Up Agreement**") and that certain True-Up Agreement (2018 Bonds/2018 Assessment Area) dated as of November 19, 2018 ("**2018 True-Up Agreement**") (both including, without limitation, Section 11 thereof), such 2016 True-Up Agreement only relates to the debt assessments securing the District's Special Assessment Bonds, Series 2016A-1, Series 2016A-2, and Series 2016B ("**2016 Assessments**"), which 2016 Assessments are unrelated to this Agreement, and, notwithstanding anything in the 2016 True-Up Agreement, nothing herein or in the 2016 True-Up Agreement shall be construed to grant the Trustee for the 2019 Bonds, nor the owners thereof, any rights or benefits under the 2016 True-Up Agreement and such 2018 True-Up Agreement only relates to the debt assessments securing the District's Special Assessment Bonds, Series 2018A-1 and Series 2018A-2 ("**2018 Assessments**"), which 2018 Assessments are unrelated to this Agreement, and, notwithstanding anything in the 2018 True-Up Agreement, nothing herein or in the 2018 True-Up Agreement shall be construed to grant the Trustee for the 2019 Bonds, nor the owners thereof, any rights or benefits under the 2018 True-Up Agreement.

**12. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

**13. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

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

**15. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**17. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.



**18. EFFECTIVE DATE.** This Agreement shall be effective as of the date first written above.

[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESS**

**HEARTWOOD 23, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of **HEARTWOOD 23, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)



[SIGNATURE PAGE FOR TRUE-UP AGREEMENT]

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESS**

**MEADOW VIEW AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_,  
as \_\_\_\_\_ of **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me  
this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

**EXHIBIT A:** Legal Description for 2019 Assessment Area



**EXHIBIT A:**  
Legal Description for 2019 Assessment Area

DRAFT



*C.*



**2019 AMENDMENT TO  
"COMPLETION AGREEMENT (2016 BONDS)"**

**THIS 2019 AMENDMENT ("Amendment")** amends that "Completion Agreement (2016 Bonds)" dated November 3, 2016 ("**2016 Completion Agreement**"), and as amended by that "2018 Amendment to 'Completion Agreement (2016 Bonds),' " dated November 19, 2018 ("**2018 Completion Agreement**," together with the 2016 Completion Agreement, "**Prior Completion Agreement**"<sup>1</sup>), and is made and entered into, by and between:

**Meadow View at Twin Creeks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

**Heartwood 23, LLC**, a Florida limited liability company, the majority owner and primary developer of lands within the boundary of the District, and whose address is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, earthwork, water, sewer, reuse and drainage system, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, on November 3, 2016, the District issued its \$6,640,000 Special Assessment Bonds, Series 2016A-1 ("**2016A-1 Bonds**"), \$5,390,000 Special Assessment Bonds, Series 2016A-2 ("**2016A-2 Bonds**"), and together with the Series 2016A-1 Bonds, "**2016A Bonds**"), and \$9,405,000 Special Assessment Bonds, Series 2016B ("**2016B Bonds**"), and together with the Series 2016A Bonds, "**2016 Bonds**"); and

**WHEREAS**, the District issued the 2016 Bonds in order to finance the portion of the District's \$94,133,971 "**Master Project**" known as the "**2016 Project**," both as defined and described in the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Capital Improvement Plan*, dated October 6, 2016; and

**WHEREAS**, in connection with the issuance of the 2016 Bonds, the District and Developer entered into the 2016 Completion Agreement, whereby, and without intending to limit or alter any of its terms,

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<sup>1</sup> Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Completion Agreement.



the parties agreed that the Developer would complete the Master Project to the extent that funds were not available from the issuance of the 2016 Bonds; and

**WHEREAS**, the debt service assessments levied in connection with the 2016A Bonds have now been fully allocated to 302 platted units in the District, referred to as “Phase 1,” and such units are no longer subject to the lien of the debt service assessments levied in connection with the 2016B Bonds; and

**WHEREAS**, on November 19, 2018, the District issued its \$8,955,000 Special Assessment Bonds, Series 2018A-1, and \$7,535,000 Special Assessment Bonds, Series 2018A-2 (together, “**2018 Bonds**”), in order to fund a portion of the Master Project referred to as the “**2018 Project**,” as defined and described in that *Second Supplemental Engineer’s Report for Series 2018 and 2019 Projects*, dated September 17, 2018, attached hereto as **Exhibit A (“2018/2019 Engineer’s Report”)**; and

**WHEREAS**, in connection with the issuance of the 2018 Bonds, the District amended the 2016 Completion Agreement by entering into the 2018 Completion Agreement; and

**WHEREAS**, the District now intends to issue its \$3,660,000 Special Assessment Bonds, Series 2019A-1, and \$4,450,000 Special Assessment Bonds, Series 2019A-2 (together, “**2019 Bonds**”), in order to fund the portion of the Master Project referred to as the “**2019 Project**,” as defined and described in the 2018/2019 Engineer’s Report; and

**WHEREAS**, pursuant to Resolutions 2016-30, 2017-01, 2018-03, 2018-07 and 2019- (together, “**Assessment Resolutions**”) the District levied debt service special assessments (“**2019 Assessments**”) – as part of the debt assessments – to secure the repayment of the 2019 Bonds on the lands identified as the “**2019 Assessment Area**,” as defined and described in the *Second Revised Master Special Assessment Methodology Report* dated September 20, 2018, and the *2<sup>nd</sup> Amendment to the Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the ‘Series 2018 Assessment Area’)* dated August 16, 2018, for the 2019 Project **FINAL NUMBERS**, dated October 10, 2018 (together, “**Assessment Reports**”); and

**WHEREAS**, in connection with the issuance of the 2019 Bonds, the debt service assessments levied in connection with the 2016B Bonds and on the 2019 Assessment Area have been paid, and the 2019 Assessment Area is no longer subject to the lien thereof; and

**WHEREAS**, the Developer and the District desire to amend the Prior Completion Agreement to reflect the issuance of the 2019 Bonds and certain matters related thereto; and

**WHEREAS**, the District confirms that none of the amendments herein adversely impact the rights of the holders of the outstanding 2016 Bonds or 2018 Bonds under the Prior Completion Agreement;

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.



2. **COMPLETION OBLIGATION; GENERAL AMENDMENTS.** The Prior Completion Agreement continues to apply in full force and effect, except as expressly amended hereby, such that, and without intending to alter the terms of the Prior Completion Agreement, the Developer continues to be obligated to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the Master Project which remain unfunded from the proceeds of the 2016 Bonds, 2018 Bonds and 2019 Bonds, subject in all respects to the terms and conditions of the Prior Completion Agreement, as amended hereby. Where the context allows in the Prior Completion Agreement, and to give effect to the intent of this Amendment, references in the Prior Completion Agreement to the 2016 Bonds and/or 2016 Project (and to the 2018 Bonds and/or 2018 Project) shall be construed additionally to include a reference to the 2019 Bonds and/or 2019 Project. The following additional amendments apply:

- a. The Prior Completion Agreement is hereby deemed amended and supplemented as necessary to reflect the approval by the District of the 2018/2019 Engineer's Report, the adoption by the District of the 2019 Assessment Resolutions and the related Assessment Reports and the issuance of the 2019 Bonds.
- b. As noted in the 2018 Completion Agreement, **Exhibit A** to the 2016 Completion Agreement is already deemed amended to include the 2018/2019 Engineer's Report attached hereto as **Exhibit A** and the term "Engineer's Report" as used in the Prior Completion Agreement is deemed amended to include the 2018/2019 Engineer's Report.
- c. The 7<sup>th</sup> "Whereas" clause in the 2016 Completion Agreement is specifically amended to reflect that the District will be obligated to issue no more than \$3,660,000 in Series 2019A-1 Bonds and \$4,450,000 in Series 2019A-2 Bonds, in addition to the Series 2016 Bonds and 2018 Bonds to fund the Master Project.

3. **EARLY TERMINATION.** Section 2.d. of the 2016 Completion Agreement, as amended by the 2018 Completion Agreement, is hereby modified as follows, with underlining indicating new additional language, and ~~strike-through~~ indicating deleted language:

**Early Termination** – The parties acknowledge that, among other things, and as otherwise qualified herein, this Agreement requires the Developer to complete the Master Project, including (i) the public infrastructure for the first platted units<sup>2</sup> which have been allocated the full amount of the debt assessments securing the Series 2016A Bonds (i.e., approximately, 302 units, referred to herein as "**Phase 1**"); (ii) the public infrastructure for the platted units within the 2018 Assessment Area intended to be allocated the full amount of the 2018 Assessments (i.e., approximately 462 units planned for Phases 2 and the Townhomes ("**Phase 2/TH**")); (iii) the public infrastructure for the platted units within the 2019 Assessment Area intended to be allocated the full amount of the 2019 Assessments (i.e., approximately 134 units planned for Phase 3A ("**Phase 3A**")); as well

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<sup>2</sup> The term "units" as used herein refers to the planned lots and other similar units planned for development within the District.



as ~~(iv)(iii)~~ all other public infrastructure for the remaining planned units (referred to herein as “**Future Phases**”), all as more fully described in **Exhibit A**. This Agreement shall terminate early, but only with regard to completion of the Master Project public infrastructure for the Phase 1 units included in the Remaining Improvements, and the Developer’s obligations hereunder to complete such public infrastructure and related items in the Master Project needed to serve the Phase 1 units shall terminate, upon the earlier of either (a) all public infrastructure from the Master Project and supporting such Phase 1 units is complete, or (b) the Series 2016A Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to completion of the Master Project public infrastructure for the Phase 2/TH units included in the Remaining Improvements, and the Developer’s obligations hereunder to complete such public infrastructure and related items in the Master Project needed to serve the Phase 2/TH units shall terminate, when: the debt assessments securing the 2018 Bonds are fully allocated to platted lots, and the earlier of either (a) all public infrastructure from the Master Project and supporting such Phase 2/TH units is complete, or (b) the 2018 Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to completion of the Master Project public infrastructure for the Phase 3A units included in the Remaining Improvements, and the Developer’s obligations hereunder to complete such public infrastructure and related items in the Master Project needed to serve the Phase 3A units shall terminate, when: the debt assessments securing the 2019 Bonds are fully allocated to platted lots, and the earlier of either (a) all public infrastructure from the Master Project and supporting such Phase 3A units is complete, or (b) the 2019 Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to completion of the Master Project public infrastructure for the units in the Future Phases included in the Remaining Improvements, and the Developer’s obligations hereunder to complete such public infrastructure and related items in the Master Project needed to serve the units in the Future Phases shall terminate, upon the earlier of either (a) all public infrastructure from the Master Project and supporting the units in the Future Phases is complete, or (b) the Series 2016B Bonds are redeemed or refunded.

4. **THIRD PARTY BENEFICIARIES.** The fourth full paragraph of Section 9 of the 2016 Completion Agreement, as amended by the 2018 Completion Agreement, is hereby modified as follows, with underlining indicating new additional language, and ~~strike-through~~ indicating deleted language:

The Trustee for the Series 2016A Bonds shall have the rights under this Section and Sections 3.a., 10 and 11 only as such rights relate to Phase 1, and the definition of “**Controlling Bonds**” for purposes of such Phase 1 rights shall be modified to mean the total principal amount of all outstanding Series 2016A Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within Phase 1, as reduced by the principal amount of special assessments securing the outstanding Series 2016A Bonds which are levied on Qualified Transferred Property in Phase 1 applied pro rata (as applicable) according to principal of the Series 2016A Bonds; and (ii) the Trustee(s) for all Bonds other than the Series 2016A Bonds, ~~and the 2018 Bonds and the 2019 Bonds~~ shall have the rights under this Section and Sections 3.a., 10 and 11 only as such rights relate to Future Phases, and the definition of “**Controlling Bonds**” for purposes of such Future Phases rights shall be modified to mean the total principal amount of all outstanding Bonds of each separate Series of Bonds Outstanding (other than the Series 2016A Bonds, ~~and the 2018 Bonds and the 2019 Bonds~~) under the *Master Trust Indenture*,



and secured by special assessments levied and imposed on all or a portion of the benefitted lands within Future Phases, in each case reduced by the outstanding principal amount of special assessments securing the corresponding Series which are levied on Qualified Transferred Property applied pro rata (as applicable) according to principal of the Bonds of each Series (other than the Series 2016A Bonds, ~~and the 2018 Bonds and the 2019 Bonds~~). The Trustee for the 2018 Bonds shall have the rights under this Section and Sections 3.a., 10 and 11 only as such rights relate to Phase 2/TH, and the definition of **"Controlling Bonds"** for purposes of such Phase 2/TH rights shall be modified to mean the total principal amount of all outstanding 2018 Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within the 2018 Assessment Area, as reduced by the principal amount of special assessments securing the outstanding 2018 Bonds which are levied on Qualified Transferred Property in the 2018 Assessment Area applied pro rata (as applicable) according to the outstanding principal of the 2018 Bonds. The Trustee for the 2019 Bonds shall have the rights under this Section and Sections 3.a., 10 and 11 only as such rights relate to Phase 3A, and the definition of **"Controlling Bonds"** for purposes of such Phase 3A rights shall be modified to mean the total principal amount of all outstanding 2019 Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within the 2019 Assessment Area, as reduced by the principal amount of special assessments securing the outstanding 2019 Bonds which are levied on Qualified Transferred Property in the 2019 Assessment Area applied pro rata (as applicable) according to the outstanding principal of the 2019 Bonds.

5. **PREREQUISITE TO AMENDMENT.** Notwithstanding anything to the contrary contained in this Amendment, the payment or performance by Developer of its completion obligations under this Amendment is expressly subject to, dependent and conditioned upon, the issuance of \$3,660,000 in par amount of Series 2019A-1 Bonds and \$4,450,000 in par amount of Series 2019A-2 Bonds and, subject to the terms of Section 2.e. of the 2016 Completion Agreement, as modified herein, use of the proceeds thereof to fund a portion of the Master Project. In the event 2019 Bonds are not issued in such amounts, this Amendment shall be void, and of no force or effect.

6. **AFFIRMATION OF PRIOR COMPLETION AGREEMENT.** Nothing contained herein shall alter or amend the parties' rights and responsibilities under the Prior Completion Agreement, as it relates to the 2016 Bonds and/or 2016 Project, or to the 2018 Bonds and/or 2018 Project, except as expressly amended herein. The Prior Completion Agreement is hereby affirmed, as amended hereby, and continues to constitute a valid and binding agreement between the parties.

7. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

8. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.



9. **EFFECTIVE DATE.** This Amendment shall be effective upon issuance of the 2019 Bonds.

**WHEREFORE**, the parties below execute this Amendment.

Attest:

**MEADOW VIEW AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**HEARTWOOD 23, LLC**

\_\_\_\_\_  
Witness

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

**Exhibit A:** *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects, dated  
September 17, 2018*



*D.*



This instrument was prepared by and  
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

(This space reserved for Clerk)

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**2019 AMENDMENT TO  
"COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (2016 BONDS)"**

**THIS 2019 AMENDMENT ("Amendment")** amends that "Collateral Assignment and Assumption Agreement (2016 Bonds)" dated November 3, 2016 ("**2016 Collateral Assignment**"), as amended by that "2018 Amendment to Collateral Assignment and Assumption Agreement (2016 Bonds)" dated November 19, 2018 ("**2018 Collateral Assignment**," together with the 2016 Collateral Assignment, "**Prior Collateral Assignment**"<sup>1</sup>), and is made and entered into, by and between:

**Meadow View at Twin Creeks Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"); and

**Heartwood 23, LLC**, a Florida limited liability company, the majority owner and primary developer of lands within the boundary of the District, and whose address is 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, earthwork, water, sewer, reuse and drainage system, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, on November 3, 2016, the District issued its \$6,640,000 Special Assessment Bonds, Series 2016A-1 ("**2016A-1 Bonds**"), \$5,390,000 Special Assessment Bonds, Series 2016A-2 ("**2016A-2 Bonds**"), and together with the Series 2016A-1 Bonds, "**2016A Bonds**"), and \$9,405,000 Special Assessment Bonds, Series 2016B ("**2016B Bonds**," and together with the Series 2016A Bonds, "**2016 Bonds**"); and

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<sup>1</sup> Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Collateral Assignment.



**WHEREAS**, the District issued the 2016 Bonds in order to finance the portion of the District's \$94,133,971 "**Master Project**" known as the "**2016 Project**," both as defined and described in the *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Capital Improvement Plan*, dated October 6, 2016; and

**WHEREAS**, in connection with the issuance of the 2016 Bonds, the District and Developer entered into the 2016 Collateral Assignment whereby, and without intending to limit or alter any of its terms, the parties agreed that the Developer would provide to the District certain development rights in the event of a default; and

**WHEREAS**, the debt service assessments levied in connection with the 2016A Bonds have now been fully allocated to 302 platted units in the District, referred to as "Phase 1," and such units are no longer subject to the lien of the debt service assessments levied in connection with the 2016B Bonds; and

**WHEREAS**, on November 19, 2018, the District issued its \$8,955,000 Special Assessment Bonds, Series 2018A-1, and \$7,535,000 Special Assessment Bonds, Series 2018A-2 (together, "**2018 Bonds**"), in order to fund a portion of the Master Project referred to as the "**2018 Project**," as defined and described in that *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018 ("**2018/2019 Engineer's Report**"); and

**WHEREAS**, in connection with the issuance of the 2018 Bonds, the District amended the 2016 Collateral Assignment by entering into that 2018 Collateral Assignment; and

**WHEREAS**, the District now intends to issue its \$3,660,000 Special Assessment Bonds, Series 2019A-1, and \$4,450,000 Special Assessment Bonds, Series 2019A-2 (together, "**2019 Bonds**"), in order to fund the portion of the Master Project referred to as the "**2019 Project**," as defined and described in the 2018/2019 Engineer's Report; and

**WHEREAS**, pursuant to Resolutions 2016-30, 2017-01, 2018-03, 2018-07 and 2019-\_\_ (together, "**Assessment Resolutions**") the District levied debt service special assessments ("**2019 Assessments**") – as part of the Assessments – to secure the repayment of the 2019 Bonds on the lands identified as the "**2019 Assessment Area**," as defined and described in the *Second Revised Master Special Assessment Methodology Report* dated September 20, 2018, and the *2<sup>nd</sup> Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2018A-1 & A-2 Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the 'Series 2018 Assessment Area')* dated August 16, 2018," for the 2019 Project FINAL NUMBERS, dated October 10, 2018; and

**WHEREAS**, in connection with the issuance of the 2019 Bonds, the debt service assessments levied in connection with the 2016B Bonds and on the 2019 Assessment Area have been paid, and the 2019 Assessment Area is no longer subject to the lien thereof; and

**WHEREAS**, the 2019 Assessment Area is planned to be comprised of the 134 units known as Phase 3A ("**Phase 3A**"); and

**WHEREAS**, in order to ensure that, in the event of a default in the payment of the 2019 Assessments and the exercise by the District of its Remedial Rights as a result thereof, the District has sufficient development rights to complete the 134 units in Phase 3A, the Developer and the District desire



to amend the Prior Collateral Assignment as set forth herein to reflect the issuance of the 2019 Bonds and certain matters related thereto; and

**WHEREAS**, the District confirms that none of the amendments herein adversely impact the rights of the holders of the outstanding 2016 Bonds or 2018 Bonds under the Prior Collateral Assignment.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **COLLATERAL ASSIGNMENT; GENERAL AMENDMENTS.** The Prior Collateral Assignment continues to apply in full force and effect, except as expressly amended hereby, such that, and without intending to alter the terms of the Prior Collateral Assignment, the Developer continues to be obligated to collaterally assign to the District all of Developer's development rights relating to development of the District Lands as security for the District's exercise of Remedial Rights upon a default in the Developer's payment and performance and discharge of its obligation to pay the Assessments levied against the District Lands owned by Developer from time to time.

3. **EARLY TERMINATION.** Section 7.a. of the 2016 Collateral Assignment, as amended by the 2018 Collateral Assignment, is hereby modified as follows, with underlining indicating new additional language, and ~~strike through~~ indicating deleted language:

**Early Termination** – The parties acknowledge that, among other things, and as otherwise qualified herein, this Agreement collaterally assigns the Development Rights to the District, including, among other things, (i) the Development Rights for the first platted Units which have been allocated the full amount of the debt assessments securing the District's Special Assessment Bonds, Series 2016A-1 Bonds and Series 2016A-2 ("**Series 2016A Bonds**") (i.e., 302 Units, referred to herein as "**Phase 1**"); (ii) the Development Rights for the 462 Units planned for Phases 2 and the Townhomes ("**Phase 2/TH**") and that are intended to be allocated the full amount of the debt assessments securing the District's Special Assessment Bonds, Series 2018A-1 Bonds and Series 2018A-2 ("**2018 Bonds**"); (iii) the Development Rights for the 134 Units planned for Phase 3A ("**Phase 3A**") and that are intended to be allocated the full amount of the debt assessments securing the District's Special Assessment Bonds, Series 2019A-1 Bonds and Series 2019A-2 ("**2019 Bonds**"); as well as ~~(iv)~~(iii) the Development Rights for the remaining planned Units in the District (referred to herein as "**Future Phases**"). This Agreement shall terminate early, but only with regard to the Phase 1 Units, and the collateral assignment of the Development Rights relating to the Phase 1 Units granted hereby shall terminate upon the earlier of either (a) all Phase 1 Units have been fully developed, or (b) the Series 2016A Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to the Phase 2/TH Units, and the collateral assignment of the Development Rights relating to the Phase 2/TH Units granted hereby shall terminate, when: the ~~debt assessments~~ 2018 Assessments securing the 2018 Bonds are fully allocated to platted Units within the 2018 Assessment Area, and the earlier of either (a) all Phase 2/TH Units have been fully developed, or (b) the 2018 Bonds are redeemed or refunded. This



Agreement shall terminate early, but only with regard to the Phase 3A Units, and the collateral assignment of the Development Rights relating to the Phase 3A Units granted hereby shall terminate, when: the 2019 Assessments securing the 2019 Bonds are fully allocated to platted Units within the 2019 Assessment Area, and the earlier of either (a) all Phase 3A Units have been fully developed, or (b) the 2019 Bonds are redeemed or refunded. This Agreement shall terminate early, but only with regard to the Units in the Future Phases, and the collateral assignment of the Development Rights relating to the Units in the Future Phases granted hereby shall terminate upon the earlier of either (a) all Units in the Future Phase Units have been fully developed, or (b) the Series 2016B Bonds are redeemed or refunded. To the extent that a particular Development Right is not separable, the obligations hereunder with respect to that right shall continue, regardless of any early termination; provided, however, that when the Phase 1 Units are fully developed, the District Engineer, in conjunction with land use counsel retained by the District as appropriate, shall certify whether all such Development Rights are separable among Phase 1, Phases 2/TH, Phase 3A and Future Phases, in which case the assignment of the Development Rights with respect to Phase 1 shall terminate; and when the Phase 2/TH Units are fully developed, District Engineer, in conjunction with land use counsel retained by the District as appropriate, shall certify whether all such Development Rights are separable among Phase 1, Phase 2/TH, Phase 3A, and Future Phases, in which case the assignment of the Development Rights with respect to the Phase 2/TH Units shall terminate; and when the Phase 3A Units are fully developed, District Engineer, in conjunction with land use counsel retained by the District as appropriate, shall certify whether all such Development Rights are separable among Phase 1, Phase 2/TH, Phase 3A, and Future Phases, in which case the assignment of the Development Rights with respect to the Phase 3A Units shall terminate.

**4. THIRD PARTY BENEFICIARIES.** Section 7.a. of the 2016 Collateral Assignment, as amended by the 2018 Collateral Assignment, is hereby modified as follows, with underlining indicating new additional language, and ~~strike-through~~ indicating deleted language:

The Trustee for the Series 2016A Bonds shall have the rights under this Section and Section 8 only as such rights relate to Phase 1, and the definition of “**Controlling Bonds**” for purposes of the Phase 1 rights shall be modified to mean the total outstanding principal amount of all Series 2016A Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within Phase 1, as reduced by the principal amount of special assessments securing the outstanding Series 2016A Bonds which are levied on Qualified Transferred Property in Phase 1, applied pro rata (as applicable) according to principal of the Series 2016A Bonds; and (ii) the Trustee(s) for all Bonds other than the Series 2016A Bonds, ~~and 2018 Bonds and 2019 Bonds~~ shall have the rights under this Section and Section 8 only as such rights relate to Future Phases, and the definition of “**Controlling Bonds**” for purposes of the Future Phases rights shall be modified to mean the total outstanding principal amount of all Bonds of each separate Series of Bonds Outstanding (other than the Series 2016A Bonds ~~and 2018 Bonds and 2019 Bonds~~) under the *Master Trust Indenture*, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within Future Phases, in each case reduced by the principal amount of special assessments securing the corresponding Series which are levied on Qualified Transferred Property in Future Phases, applied pro rata (as applicable) according to principal of the Bonds of each Series (other than the



Series 2016A Bonds and, 2018 Bonds and 2019 Bonds). The Trustee for the 2018 Bonds shall have the rights under this Section and Section 8 only as such rights relate to Phase 2/TH, and the definition of “**Controlling Bonds**” for purposes of such Phase 2/TH rights shall be modified to mean the total outstanding principal amount of all 2018 Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within the 2018 Assessment Area, as reduced by the outstanding principal amount of special assessments securing the 2018 Bonds which are levied on Qualified Transferred Property in the 2018 Assessment Area applied pro rata (as applicable) according to the outstanding principal amount of the 2018 Bonds. The Trustee for the 2019 Bonds shall have the rights under this Section and Section 8 only as such rights relate to Phase 3A, and the definition of “**Controlling Bonds**” for purposes of such Phase 3A rights shall be modified to mean the total outstanding principal amount of all 2019 Bonds, and secured by special assessments levied and imposed on all or a portion of the benefitted lands within the 2019 Assessment Area, as reduced by the outstanding principal amount of special assessments securing the 2019 Bonds which are levied on Qualified Transferred Property in the 2019 Assessment Area applied pro rata (as applicable) according to the outstanding principal amount of the 2019 Bonds.

5. **AFFIRMATION OF PRIOR COLLATERAL ASSIGNMENT.** Nothing contained herein shall alter or amend the parties’ rights and responsibilities under the Prior Collateral Assignment, as it relates to the 2016 Bonds and/or 2016 Project, or to the 2018 Bonds and/or 2018 Project, except as expressly amended hereby. The Prior Collateral Assignment, as amended hereby, is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

6. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

7. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

8. **EFFECTIVE DATE.** This Amendment shall be effective upon issuance of the 2019 Bonds.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]



**WHEREFORE**, the parties below execute this Amendment.

**WITNESS**

**MEADOW VIEW AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed  
as Commissioned)



**WHEREFORE**, the parties below execute this Amendment.

**WITNESS**

**HEARTWOOD 23, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_,  
as \_\_\_\_\_ of **HEARTWOOD 23, LLC**, who appeared before me this day in person, and who is either personally  
known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



**WHEREFORE**, the Trustee hereby acknowledges the Amendment.

**WITNESS**

**U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

**EXHIBIT A:** Legal Description of District Lands



*E.*



This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL DECLARATION OF CONSENT  
(2019 ASSESSMENTS)**

**Heartwood 23, LLC**, a Florida limited liability company, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the land ("**Property**") described in **Exhibit A** attached hereto and made a part hereof, and further declares, acknowledges and agrees as follows:

1. This document ("**2019 Declaration**") is intended to supplement that prior *Declaration of Consent (Master & 2016 Assessments)* recorded at Instrument #2016073449, Book 4283, Pages 1606 et seq., recorded in the Official Records of St. Johns County, Florida ("**2016 Declaration**"), which otherwise remains in full force and effect, and that prior *Supplemental Declaration of Consent (Amended Master & 2018 Assessments)* recorded at Instrument #2018083056, Book 4642, Pages 934 et seq., recorded in the Official Records of St. Johns County, Florida ("**2018 Declaration**," together with the 2016 Declaration, "**Prior Declaration**"), which otherwise remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Disclosure.

2. The District has lawfully adopted Resolution Nos. 2016-30, 2017-01, 2018-03, 2018-07 and 2019- [REDACTED] (together, "**2019 Assessment Resolutions**") and thereby levied non-ad valorem special assessments ("**2019 Assessments**") on the lands described in **Exhibit A** and as part of the Amended Debt Assessments to secure the repayment of the \$3,660,000 Special Assessment Bonds, Series 2019A-1, and \$4,450,000 Special Assessment Bonds, Series 2019A-2 (together, "**2019 Bonds**").

3. Such Amended Debt Assessments are legal, valid and binding first liens upon the Property, as described in **Exhibit A**, pursuant to the proceedings of the District levying the Amended Debt Assessments, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid. Further, as part of the Amended Debt Assessments, the 2019 Assessment Resolutions require that certain "True-Up Payments" be made in certain circumstances. The Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the establishment and/or existence of the District, the 2019 Assessment Resolutions, the Amended Debt Assessments, and all proceedings undertaken by the District in connection therewith.

4. The Landowner further acknowledges and agrees that (i) the Amended Debt Assessments, the 2019 Assessment Resolutions, and the terms of the financing documents ("**Financing Documents**") related to the District's issuance of the 2019 Bonds are valid and binding obligations enforceable in accordance with their terms; and (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Amended Debt Assessments or claims of invalidity, deficiency or unenforceability of the Amended Debt Assessments, 2019 Assessment Resolutions, or Financing Documents (and the Landowner hereby expressly waives any such claims,



offsets, defenses or counterclaims). Further, the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings relating to enforcement of the Amended Debt Assessments cannot be commenced until one (1) year after the date of the Landowner's default and agree that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*.

5. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Amended Debt Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Amended Debt Assessments under the circumstances set forth in the 2019 Assessment Resolutions.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the Amended Debt Assessments is available from the District's Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850.

7. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

**THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO ALL INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.**

[SIGNATURES ON FOLLOWING PAGE]



To be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESS**

**HEARTWOOD 23, LLC**, a Florida limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of **Heartwood 23, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A: Legal Description of 2019 Assessment Area**



**EXHIBIT A:**  
LEGAL DESCRIPTION OF 2019 ASSESSMENT AREA

DRAFT



*F.*



This instrument was prepared by and  
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

(This space reserved for Clerk)

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL NOTICE OF IMPOSITION OF DEBT ASSESSMENTS  
AND GOVERNMENTAL LIENS OF RECORD  
(2019 ASSESSMENTS)**

This document supplements that prior *Notice of Imposition of Debt Assessments and Governmental Liens of Record (Master & 2016 Assessments)* ("**2016 Notice**") recorded at Instrument #2016073451, Book 4283, Pages 1660 et seq., in the Official Records of St. Johns County, Florida, which remains in full force and effect, and that *Supplemental Notice of Imposition of Debt Assessments and Governmental Liens of Record (Amended Master & 2018 Assessments)* ("**2018 Notice**," together with the 2016 Notice, "**Prior Notices**") recorded at Instrument #2018083058, Book 4642, Pages 994 et seq., in the Official Records of St. Johns County, Florida, which remains in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Notices.

**PLEASE TAKE NOTICE** that, in addition to the previously adopted Resolutions 2016-21, 2016-24, 2016-30, 2017-01, 2017-04, and 2017-05 ("**Prior Assessment Resolutions**"), the District has further adopted Resolutions 2018-03, 2018-07 and 2019- (together, "**2019 Assessment Resolutions**," and with the Prior Assessment Resolutions, "**Assessment Resolutions**"). The 2019 Assessment Resolutions levied and imposed special assessments ("**2019 Assessments**") as part of the Debt Assessments to secure the repayment of the District's \$3,660,000 Special Assessment Bonds, Series 2019A-1, and \$4,450,000 Special Assessment Bonds, Series 2019A-2, as set forth in (i) the *Second Revised Master Special Assessment Methodology Report*, dated September 20, 2018; and (ii) the *2nd Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds, Series 2018A-1 & A-2, Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the "Series 2018 Assessment Area") dated August 16, 2018" for the 2019 Project FINAL NUMBERS*, dated October 10, 2018 (together, "**Assessment Report**"). Such 2019 Assessments are levied on the lands anticipated to be platted as Phase 3A, as described in the Assessment Report (which lands are less than all of the lands described in **Exhibit A**), and are pledged to repay bonds issued to finance the District's "2019 Project," as part of the overall Master Project and as described in the *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018 ("**Engineer's Report**").

A copy of the Assessment Report, Engineer's Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.416, *Florida Statutes*, or by contacting the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (904) 940-5850.

The Debt Assessments, as amended, and which include the 2019 Assessments, were legally and validly determined and levied in accordance with all applicable requirements of Florida law. The Debt Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the applicable lands against which assessed until paid, coequal with the lien of all state,



county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Debt Assessments, the Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective if the District undergoes merger, boundary amendment, name change, or other similar circumstance.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

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**IN WITNESS WHEREOF**, this Supplemental Notice has been executed to be effective as of the 25th day of February, 2019, and recorded in the Official Records of St. Johns County, Florida.

**WITNESS**

**MEADOW VIEW AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, as \_\_\_\_\_ of Meadow View at Twin Creeks Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

**EXHIBIT A:** Legal Description of District



*G.*



This instrument was prepared by and  
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

(This space reserved for Clerk)

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE  
(2019 PROJECT / 2019 ASSESSMENTS)**

This *Supplemental Disclosure of Public Finance (2019 Project / 2019 Assessments)* supplements the prior *Disclosure of Public Finance ("2016 Disclosure")* recorded in the Official Records of St. Johns County, Florida at Instrument #2016073453, Book 4283, Pages 1713 et seq., which remains in full force and effect, and that prior *Supplemental Disclosure of Public Finance (2018 Project / Amended Master & 2018 Assessments)* ("**2018 Disclosure**," together with the 2016 Disclosure, "**Prior Disclosure**") recorded in the Official Records of St. Johns County, Florida at Instrument #2018083057, Book 4642, Pages 972 et seq., which remains in full force and effect, All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Disclosure.

With the District having issued its prior 2016 Bonds and 2018 Bonds, and on [REDACTED], 2019, the District issued its Special Assessments Bonds, Series 2019A-1 and 2019A-2 (together, "**2019 Bonds**") in order to fund the next portion of the Master Project, known as the "**2019 Project**," which generally relates to the next phase of development known as Phase 3A. The 2019 Project is described in that certain *Second Supplemental Engineer's Report for Series 2018 and 2019 Projects*, dated September 17, 2018 ("**Engineer's Report**").

Pursuant to Resolution Nos. 2016-30, 2017-01, 2018-03, 2018-07 and 2019-[REDACTED], the District levied and imposed special assessments ("**2019 Assessments**") as part of the Master Assessments to secure the repayment of the 2019 Bonds, as set forth in (i) the *Second Revised Master Special Assessment Methodology Report*, dated September 20, 2018; and (ii) the *2nd Amendment to the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds, Series 2018A-1 & A-2, Beacon Lake Phase 2 and Beacon Lake Townhomes and Phase 3A (the "Series 2018 Assessment Area") dated August 16, 2018" for the 2019 Project FINAL NUMBERS*, dated October 10, 2018 (together, "**Assessment Report**"). Such 2019 Assessments are levied on the lands anticipated to be platted as Phase 3A, which lands are described in the Engineer's Report and Assessment Report and are less than all of the lands described in **Exhibit A**.

Please note that the District's capital improvement plans and future financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice. For more information about the District, or copies of any of the documents listed herein, please visit: <http://www.meadowviewattwincreeksdcd.com/>, or contact the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (904) 940-5850 ("**District Office**").

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**IN WITNESS WHEREOF**, the foregoing Supplemental Disclosure of Public Finance has been executed to be effective as of the \_\_\_\_ day of February, 2019, and recorded in the Official Records of St. Johns County, Florida.

**WITNESS**

**MEADOW VIEW AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of **Meadow View at Twin Creeks Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as  
Commissioned)

**EXHIBIT A:** Legal Description of Boundaries of District



## *FIFTH ORDER OF BUSINESS*





# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

August 28, 2018

James Perry, District Manager  
Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Meadow View at Twin Creeks Community Development District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the year ended September 30, 2018 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2018 and thereafter if mutually agreed by Meadow View at Twin Creeks Community Development District and Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

## **The Responsibilities of the Auditor**

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms  
Private Companies Practice Section

Member FICPA





Meadow View at Twin Creeks Community Development District

August 28, 2018

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Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to Meadow View at Twin Creeks Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Meadow View at Twin Creeks Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund 2016A
3. Debt Service Fund 2016B
4. Capital Projects Fund 2016A
5. Capital Projects Fund 2016B





Meadow View at Twin Creeks Community Development District  
August 28, 2018  
Page 3

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control of financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Meadow View at Twin Creeks Community Development District  
August 28, 2018  
Page 4

Management is responsible for identifying and ensuring that Meadow View at Twin Creeks Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The Board is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Meadow View at Twin Creeks Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Meadow View at Twin Creeks Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Meadow View at Twin Creeks Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Meadow View at Twin Creeks Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Meadow View at Twin Creeks Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

#### **Meadow View at Twin Creeks Community Development District's Records and Assistance**

If circumstances arise relating to the condition of the Meadow View at Twin Creeks Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.





Meadow View at Twin Creeks Community Development District  
August 28, 2018  
Page 5

During the course of our engagement, we may accumulate records containing data that should be reflected in the Meadow View at Twin Creeks Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

### **Fees, Costs and Access to Workpapers**

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2018 will not exceed \$2,380 unless the scope of the engagement is changed, the assistance which Meadow View at Twin Creeks Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by Meadow View at Twin Creeks Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Meadow View at Twin Creeks Community Development District, Meadow View at Twin Creeks Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Meadow View at Twin Creeks Community Development District  
August 28, 2018  
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## Reporting

We will issue a written report upon completion of our audit of Meadow View at Twin Creeks Community Development District's financial statements no later than June 30, 2019. Our report will be addressed to the Board of Meadow View at Twin Creeks Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Meadow View at Twin Creeks Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Meadow View at Twin Creeks Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

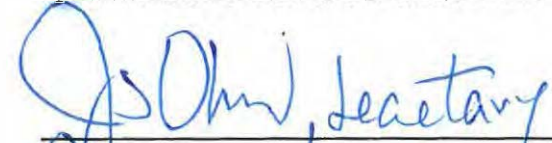
Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,



BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

  
\_\_\_\_\_  
January 25, 2019  
\_\_\_\_\_





Judson B. Baggett | 6815 Dairy Road  
MBA, CPA, CVA, Partner | Zephyrhills, FL 33542  
Marci Reutimann | (813) 788-2155  
CPA, Partner | (813) 782-8606

## System Review Report

To the Directors

November 2, 2016

Berger, Toombs, Elam, Gaines & Frank, CPAs PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and *audits of employee benefit plans*.

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass*.

  
Baggett, Reutimann & Associates, CPAs, PA

(BERGER\_REPORT16)



**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT  
(DATED AUGUST 28, 2018)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.



IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

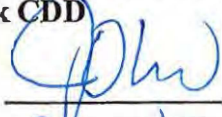
GMS-NF, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092  
TELEPHONE: 904-940-5850  
EMAIL: JPERRY@GMSNF.COM

JOLIVER

Auditor: J.W. Gaines

District: Meadow View at Twin  
Creek CDD

By: 

By: 

Title: Director

Title: Secretary

Date: September 11, 2018

Date: 1/25/2019



## *SEVENTH ORDER OF BUSINESS*





# UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences  
Geophysical Services • Construction Materials Testing • Threshold Inspection  
Building Inspection • Plan Review • Building Code Administration

## LOCATIONS

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

January 30, 2019

Meadow View at Twin Creeks Community Development District  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

Attention: Mr. Bruce J. Parker

Reference: **Proposal for Redi-Rock Retaining Wall Designs**  
Beacon Lake Townhomes  
St. Johns County, Florida  
UES Proposal No. 1643558  
UES Opportunity No. 0130.0119.00075

Dear Mr. Parker:

As requested, Universal Engineering Sciences, Inc. (Universal) is pleased to submit our proposal for segmental retaining wall designs at the above referenced site in St. Johns County, Florida. Our understanding of this project, with our proposed scope of services and costs, is presented in the following paragraphs.

## PROJECT DESCRIPTION

We understand that the proposed project will include the design of nine (9) Redi-Rock retaining walls within the Beacon Lake Townhomes project in St. Johns County, Florida. Based on the civil plans prepared by ETM, Inc., we estimate that the total wall area for all of the retaining walls, including the embedded portion of the walls will be on the order of 11,660 square feet.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

## SCOPE OF SERVICES

Universal Engineering Sciences, Inc. (UES) proposes to prepare Redi-Rock retaining wall design as described above. Our designs will be presented on 24 inch by 34 inch design level drawings, as required. All drawings will be signed and sealed by a Professional Engineer licensed in the State of Florida, who is experienced in the structural design of retaining walls. Our design analyses will include both internal stability of the wall (sliding and overturning) and global stability of the wall/terrain configuration.

We assume that a previous Geotechnical Exploration has been performed in the general area of the walls, and that a report is available. **We assume that we have the right to rely on the previous data.** If not, additional geotechnical work may be required outside of the scope of this proposal.





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## FEE AND TERMS

Universal Engineering Sciences proposes to complete the retaining wall designs mention above for a ***lump sum fee of \$12,826.00***. We will not exceed our budget unless the scope of work is varied or the soil or groundwater conditions encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

**If you would like to proceed, please sign and return an executed copy of the enclosed work authorization form. We will schedule the field work upon receipt of the executed work authorization form. Based upon our current schedule, we anticipate completing the design drawings in about 2 to 3 weeks following receipt of your authorization and a copy of the previous geotechnical report.**

Enclosed you will find our General Contract Conditions with a copy of our Work Authorization/Proposal Acceptance Form. If you would like us to proceed, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return it to us.

Should you have any questions concerning this information please do not hesitate to call. We look forward to working with you.

Sincerely,  
**Universal Engineering Sciences, Inc.**

Gerald M. Byrne  
Senior Project Manager  
[gbyrne@universalengineering.com](mailto:gbyrne@universalengineering.com)

Ricardo C. Kiriakidis L., Ph.D., P.E.  
Geotechnical Department Manager  
[rkiriakidis@universalengineering.com](mailto:rkiriakidis@universalengineering.com)

Enclosures:      Proposal Notes  
                         Work Authorization/Proposal Acceptance Form  
                         General Contract Conditions

Distribution:    Client via email



# UNIVERSAL ENGINEERING SCIENCES, INC.

## Work Authorization / Proposal Acceptance Form

IF PROPOSAL IS ACCEPTED, SIGN BOTH FORMS, RETURN ONE FORM TO UNIVERSAL AND RETAIN ONE FOR YOUR FILES.

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**PROJECT NAME:** Redi-Rock Retaining Wall Designs  
**PROJECT LOCATION:** Beacon Lake Townhomes  
St. Johns County, Florida  
**CLIENT NAME:** Meadow View at Twin Creeks Community Development District **Attention:** Mr. Bruce J. Parker  
c/o Governmental Management Services, LLC  
**CLIENT ADDRESS:** 475 West Town Place, Suite 114, St. Augustine, FL 32092 **Phone:**  
**EMAIL:**

**I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)**

UES PROPOSAL NO.: 1643558

OPPORTUNITY NO. 0130.0119.00075

Redi-Rock Retaining Wall Designs (9 Walls)

\$12,826.00 (Lump Sum)

**II. Contract Documents.** The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions. B. UES Proposal Dated: January 30, 2019  
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.  
D. Other exhibits marked and described as follows: Proposal Notes

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: THE MEADOW VIEW AT TWIN CREEKS CDD Social Security Number or  
c/o GOVERNMENTAL MANAGEMENT SERVICES LLC Federal Identification No.: 81-175236

Address: 475 WEST TOWN PLACE, SUITE 114, ST AUGUSTINE, FL 32092

Attention: JAMES OLIVER (JOLIVER@GMSNF.COM)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT THE MEADOW VIEW AT TWIN CREEKS CDD

UNIVERSAL ENGINEERING SCIENCES

BY (Signature) [Signature]

BY (Signature) [Signature]

TYPED NAME BRUCE J. PARKER

TYPED NAME Ricardo C. Kiriakidis L., Ph.D., P.E.

TITLE CHAIR

TITLE Geotechnical Department Manager

DATE 1/30/2019

DATE January 30, 2019

Return Executed Copy to:  
Universal Engineering Sciences, Inc.  
3532 Maggie Boulevard, Orlando, FL 32811





**PROPOSAL NOTES:**

Additional services, consultations, or meetings if requested, will be invoiced at Universal Engineering Sciences' standard rates.

This fee estimate includes up to ten (10) copies of the final plans. Additional copies can be provided at a cost of \$1.00 per plan sheet, with a minimum of \$25.00 per copy plus mailing costs.

All reports and plans will be shipped via first class mail or UPS Ground on project completion. Shipping via overnight delivery service will be provided at the client's request at cost plus 15%.

This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

We have made a good faith effort to work with you to develop a work scope and fee estimate. Because of the possibility of unknown, discovered, underground conditions and/or the need for additional services that neither you nor we can currently foresee, we recommend that you budget a contingency equal to 15% of the total fee estimate. We will not use the contingency amount without first notifying you.

The Client will be responsible for all applicable taxes.





**Universal Engineering Sciences, Inc.**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES**

- 1.1 Universal Engineering Sciences, Inc., ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, Inc.'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

**SECTION 5: BILLING AND PAYMENT**

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 6: OWNERSHIP AND USE OF DOCUMENTS**

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.



## **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

## **SECTION 8: RISK ALLOCATION**

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400,000, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

## **SECTION 9: INSURANCE**

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client. Client's agent, staff, and other UESs employed by Client.

## **SECTION 10: DISPUTE RESOLUTION**

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

## **SECTION 11: TERMINATION**

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

## **SECTION 12: ASSIGNS**

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

## **SECTION 13. GOVERNING LAW AND SURVIVAL**

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

## **SECTION 14. INTEGRATION CLAUSE**

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.



*EIGHTH ORDER OF BUSINESS*



ENVIRONMENTAL SERVICES, INC.

7220 Financial Way, Suite 100  
Jacksonville, FL 32256

Phone 904-470-2200 \* Fax 904-470-2112

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

29 January 2019

Mr. Blaz Kovacic  
Meadow View at Twin Creeks Community Development  
c/o Heatwood 23, LLC  
401 E. Las Olas Boulevard, Suite 800  
Ft. Lauderdale, Florida 33301

**RE: Beacon Lake Phase 3A – Credit Trees (EJ19050.00)**  
**St. Johns County, Florida**

Dear Mr. Kovacic:

Thank you for contacting Environmental Services, Inc. (ESI). Pursuant to our recent conversation with Scott Lockwood at ETM, ESI is pleased to enclose the attached proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (904-470-2112) or via email ([jbrinson@esinc.cc](mailto:jbrinson@esinc.cc)). We are prepared to proceed upon receipt of the signed contract. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.



Joe Brinson  
Senior Manager

JLB/enc/EJ19050.proposal.doc  
S:\p012919f



ENVIRONMENTAL SERVICES, INC.

**PROPOSAL FOR SERVICES  
ESI PROJECT NO. EJ19050.00**

The following Contract for Services is an agreement between Environmental Services, Inc. (ESI) and Meadow View at Twin Creeks Community Development c/o Heartwood 23, LLC (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

**Project Name:** Beacon Lake Phase 3A – Credit Trees  
**Project Location:** St. Johns County, Florida

**SCOPE OF SERVICES**

**FIXED FEE**

<b>Task 1. Credit Tree Inventory</b>	<b>\$6,000.00</b>
--------------------------------------	-------------------

An ESI Certified Arborist will locate and characterize all native trees 2" and greater located in the upland buffers identified by ETM until a total of 3800 inches have been identified. Trees will be located using a Global Positioning System (GPS). Relevant data on each tree will be collected, including diameter-at-breast-height (DBH – stem diameter at approximately 4.5 feet above groundline) and species. Data will be provided in tabular format. A map depicting the location of the inventoried trees will also be provided.

Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract.



# ENVIRONMENTAL SERVICES, INC.

**Project Name:** Beacon Lake Phase 3A – Credit Trees (EJ19050.00)  
**Project Location:** St. Johns County, Florida

**Task 1:** Credit Tree Inventory

**Fee:** \$6,000.00

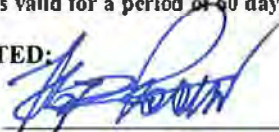
## TERMS:

- ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- **ESI will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.**
- Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- **A retainer of \$0.00 is required; the retainer will be subtracted from the last invoice and is required by ESI to initiate work.**
- Client will provide ESI with any special billing formats or considerations with the signed contract.
- Billing is done monthly. **Payment is due immediately upon receipt of the invoice;** after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum.
- ESI rates change on March 1 of each year.
- **This proposal is valid for a period of 60 days following the date of issuance.**

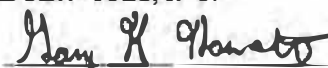
## TERMS ACCEPTED:

## ENVIRONMENTAL SERVICES, INC.

SIGNATURE:



SIGNATURE:



NAME:

BLAZ KOVACIC

NAME:

Gary K. Howalt

FIRM:

MEADOW VIEW AT TWIN CREEKS  
CDD

FIRM:

Environmental Services, Inc.

TITLE:

VICE CHAIR

TITLE:

Principal

DATE:

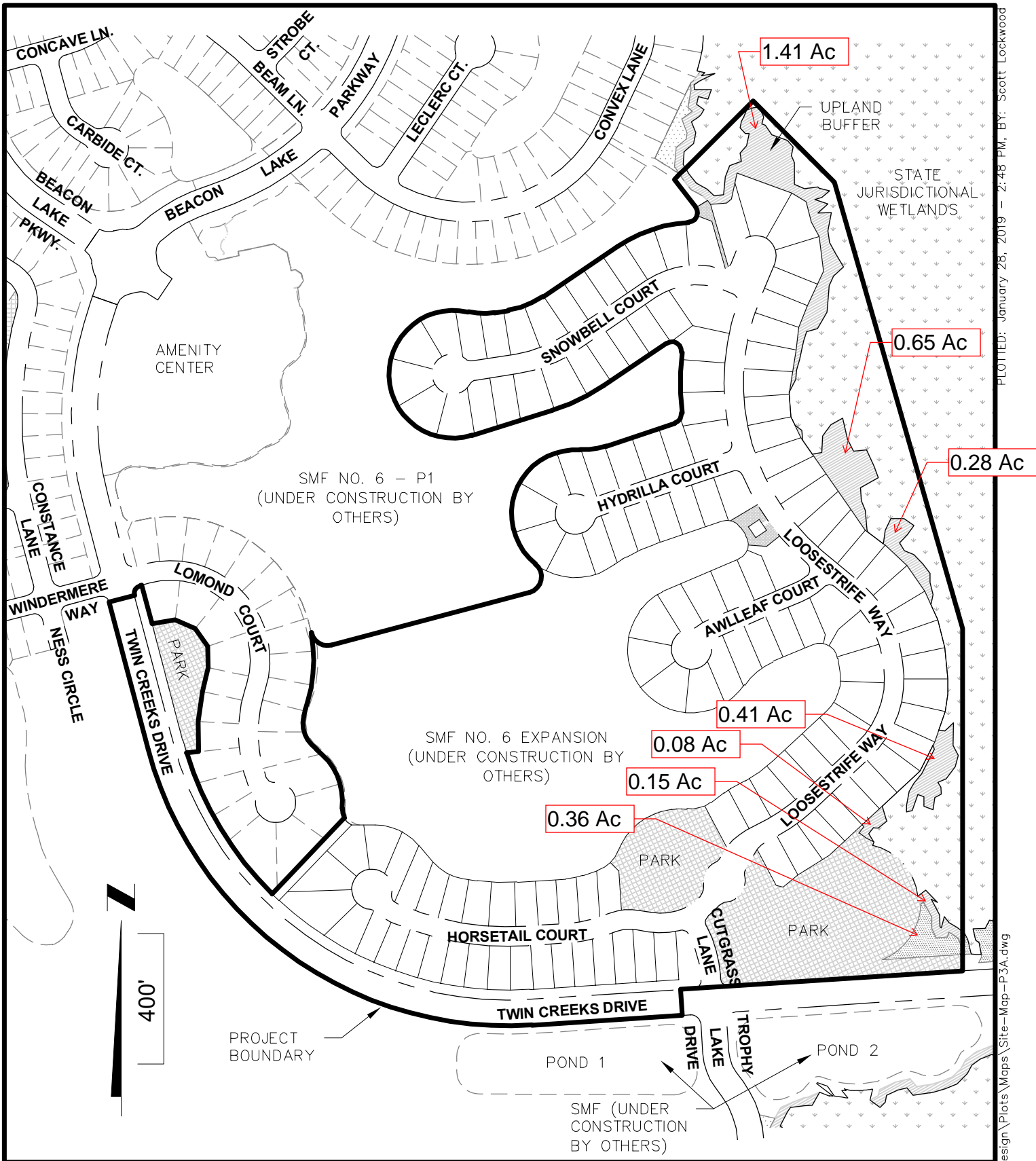
1/30/2019

DATE:

29 January 2019

BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:





PLOTTED: January 28, 2019 - 2:48 PM, BY: Scott Lockwood  
T:\2018\18-163\LandDev\Design\Plots\Maps\Site-Map-P3A.dwg



VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

## SITE MAP

**BEACON LAKE PHASE 3A**

**ST. JOHNS COUNTY, FLORIDA**

ETM NO. 18-163

DRAWN BY: J. Savage

DATE: FEBRUARY, 2019

DRAWING NO. 2



# ENVIRONMENTAL SERVICES, INC.



Environmental Services, Inc. (ESI) is an environmental consulting firm which has been in business for over 31 years. ESI provides services in a variety of disciplines, please keep us in mind for your future environmental, cultural and sustainable resource needs.

## Cultural Resource Management Ecology

- Archaeology Surveys
- Historic Structure Surveys
- Underwater Archaeology
- Conservation Analysis
- Predictive Modeling
- Cemetery Studies/Conservation
- Due Diligence
- Permitting & Compliance
- Wetland Delineation/Assessment
- Endangered & Threatened Species
- Mitigation
- Soil & Site Evaluation
- Aquatic & Marine Assessments
- Erosion & Sediment Control

## Carbon & Greenhouse Gas (GHG)

- Greenhouse Gas (GHG) Emissions & Offsets
- ANSI Accreditation under ISO 14065
- GHG Offset Validations/Verifications
- GHG Emissions Verifications
- Ecosystem Services
- Air, Water, Waste Footprint
- Analysis and Reduction
- Sustainable Action Planning
- Education/Outreach

## Forestry

- Tree Ordinance & Compliance
- Arboricultural Assessments
- & Landscape Planning
- Land Management Planning
- Fire Management & Prescribed Burning
- Timber Assessment & Management
- Phase I & II Environmental Site Assessments
- Soil & Groundwater Assessments
- Soil & Groundwater Remediation
- Petroleum/Hazardous Materials
- Storage Tank Management
- Brownsfields Assessments
- Industrial Hygiene
- HUD Environmental Assessments
- USGBC LEED Green Building

## OFFICE LOCATIONS

Florida  
Jacksonville (HQ)  
Fort Lauderdale  
Tallahassee  
Georgia  
Macon  
South Carolina  
Raleigh  
Wilmington  
Ohio  
North Carolina

Questions?

Email us at [info@esinc.cc](mailto:info@esinc.cc)

Follow ESI on Social Media





## *NINTH ORDER OF BUSINESS*





# WEST ORANGE NURSERIES, INC.

*Landscape Construction Division*  
*www.westorangenurseries.com*



(407) 948-8589 Steve Pickens  
(407) 717-0899 Brooke Pickens

4001 Avalon Road  
Winter Garden, FL 34787

## Landscape Management Agreement

**Client Name:** Meadow View @ Twin Creeks  
C/O GMS  
475 West Town Place Suite 114  
St. Augustine, FL 32092

**And the Contractor:**  
West Orange Nurseries, Inc.  
4001 Avalon Road  
Winter Garden, FL 34787

**The Property:** Beacon Lake Amenity Center  
CR 210 West  
Saint Johns, FL 32259

**Scope of Services:** The Client agrees to engage West Orange Nurseries, Inc. to provide the Services and work described in the attached Exhibit (s) A&B.

### Compensation Schedule:

The contract sum of \$ 83,618.52 (per year shall be due and payable in monthly payments of (\$6968.21)

The terms and conditions on page 2 and 3 of the exhibits attached hereto constitute part of this agreement.

**Presented by:**  
West Orange Nurseries, Inc.  
By / Date: Steve Pickens – November 28, 2018

**Accepted By:**  
Meadow View @ Twin Creeks  
By / Date: \_\_\_\_\_

**Printed Name / Title:** \_\_\_\_\_





# WEST ORANGE NURSERIES, INC.

*Landscape Construction Division*

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



(407) 948-8589 Steve Pickens  
(407) 717-0899 Brooke Pickens

4001 Avalon Road  
Winter Garden, FL 34787

## Article 2

Commencement Date: December 1, 2018

Renewal Date: December 1, 2019

## Article 3

The contract sum of (\$83,618.52) per year shall be due and payable in twelve monthly payments of (\$6968.21). This monthly price includes:

- Monthly maintenance (52 visits per year)
- 12 Irrigation audits
- Fertilization Program (6x6)

## Article 4

### Miscellaneous Provisions:

- 4.1 Contractor is to provide Workmen's Compensation and liability and property damage insurance during the term of this contract.
- 4.2 Contractor agrees to furnish all labor, materials, equipment, supervision, and pay taxes as necessary to fulfill the terms of this contract.
- 4.3 This contract constitutes the entire contract between the owner and the contractor except for modifications issued after the execution of this contract which are agreed to by both parties.
- 4.4 Payments not received within thirty days of billing date are subject to a finance charge at a rate of 1 ½% per month, which is at an annual interest percentage rate of 18%.





# WEST ORANGE NURSERIES, INC.

**Landscape Construction Division**

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



(407) 948-8589 Steve Pickens  
(407) 717-0899 Brooke Pickens

4001 Avalon Road  
Winter Garden, FL 34787

Beacon Lake Amenity  
Exhibit A  
Landscape Management Service Pricing Sheet

## **Core Maintenance Services**

### **Mowing & Clean Up & Detailing** \$48,997.17

Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal

### **IPM - Fertilization & Pest Control** \$11,483.32

St Augustine - 6 Fertilizations on Turf/2 Fungicide/2 Insecticide/4 herbicide

Bermuda - - 6 Fertilizations on Turf/2 Fungicide/2 Insecticide/4 herbicide

Palms- 4 Fertilizations/2 Fungicide/2 Insecticide

Shrubs- 2 Fertilizations/2 Fungicide/2 Insecticide

Annual Rye Grass overseed

### **Irrigation Inspections** \$3840.00

Includes monthly inspections with reports

### **Coco Cypress Mulch** (1x/year) \$10,920.00

Estimated 252 cubic yards to mulch entire property

### **Palm Pruning** (1x/year) \$3293.33

14 Medjool's, 10 Sylvester, 46 Sabals

Annuals (4x/year) 908 Annuals - \$ 5084.70

Grand Total Annual \$ 83,618.52





# WEST ORANGE NURSERIES, INC.

*Landscape Construction Division*

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



(407) 948-8589 Steve Pickens  
(407) 717-0899 Brooke Pickens

4001 Avalon Road  
Winter Garden, FL 34787

## OPTIONAL SERVICES ABOVE BASE CONTRACT

- Hurricane:** In case of a Hurricane hit we charge \$1,700.00 per day for clean-up. This includes a 3 man crew, cutting, removal, chipping, total clean-up. This does not include any work that requires a crane or Ariel lift.
- Irrigation:** Irrigation repairs will be \$50.00 per hour, plus material, a written proposal will be provided and a signature will be required before starting any repairs.
- Mulching:** Pine Bark can be purchased and installed for \$45.00 a yard
- Annuals:** Annuals can be purchased and installed for \$1.45 each.



**Client:** BEACON LAKE AMENITY CENTER 2018  
**Service Area:** LM  
**Effective Date:**

### Exhibit B - Performance Standards

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please feel completely free to ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
<b>Mowing</b>	
60" ZTR Mower (Bahia -)	36
60" ZTR Mower (St. Augustine -)	40
Backpack Lf (St. Augustine -)	40
Hard Edging (St. Augustine -)	40
Soft Edging (St. Augustine -)	21
Fence/Wall/Post/Etc Lf (St. Augustine -)	40
<b>Detailing</b>	
Weeding Manual - Beds ()	24
Weeding Non-Selective Herbicide- Beds ()	24
Small Trees (<10') Pruning	1
Shrubs Pruning	12
Crape Myrtle Pruning	1
<b>IPM - Fertilization &amp; Pest Control</b>	
<b>Fertilization</b>	
St. Augustine	6
Small Trees (<10')	1
Standard Palms	2
Specialty Palms	4
Crape Myrtle	1
Shrubs - Cypress/Pinebark	2
<b>Chemical - Turf</b>	
St. Augustine - Insecticide	2
St. Augustine - Herbicide	4
St. Augustine - Fungicide	2
<b>Chemical - Shrubs/Trees</b>	
Shrubs-Fungicide	2
Shrubs-Insecticide	2
Shrubs-Pre-Emergent	2
Small/Medium Trees-Fungicide	1
Small/Medium Trees-Insecticide	1
Specialty Palms-Fungicide	2
Specialty Palms-Insecticide	2
Crape Myrtle-Fungicide	1
Crape Myrtle-Insecticide	1
<b>Irrigation Inspection</b>	
# of Checks	12
<b>Additional Labor</b>	
<b>Additional Travel</b>	
<b>Additional Materials</b>	
<b>Palm Pruning</b>	
<b>Mulch</b>	
<b>Annual Flowers</b>	
<b>Subcontract Services</b>	
Standard Palms	1
Specialty Palms	1
Annuals	4
Chocolate Cypress	1



## **What you can expect from us as our valued Client!**

### **Communication**

- **You need to know what's going on.** Most frustration comes from not knowing. We've confronted this issue head on-our systems put communication first. Clients have a single point of contact regardless of the stage of their job. There are regular updates and we always welcome lots of feedback. It is our policy to be honest and responsive at all times and our objective is complete customer satisfaction.

### **Customization**

- **One size doesn't fit all.** Every property we service has its own set of needs and issues. Our experienced staff and integrated approach allow us to find unique solutions to meet most property or budget constraints. It is our focus to be as flexible as possible so that we find the best solution and our customer experience is stress free.

### **Proactivity**

- **We'll fix it before it's a problem.** The last thing we want is for our clients to point out something we've missed. We've built our service programs around proactivity and our professionals strive to catch every detail before someone else does. Procedures, checklists and training all focus on one result-making sure our customers don't have to manage our work.

### **Personnel**

- We understand that our personnel are perceived as your representatives while on your property; rest assured in knowing they will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner.
- All of our services are coordinated to minimize disruption and maximize safety to people and vehicular traffic.
- We provide all labor, transportation and supervision necessary except in circumstances where we may use a reputable subcontractor (e.g. palm pruning, mulch, and irrigation) to carry out the task.
- Should we accidentally damage anything on your property, we will promptly make repairs at no cost to you.

### **Our Vehicles and Equipment**

- Our service vehicles are well maintained, registered, insured, and operated only by responsible licensed personnel.
- All trailers, storage facilities, and maintenance equipment are in good condition and present a clean and neat appearance.
- Tools and equipment will be properly suited to the task at hand and used with safety gear when necessary.

### **Additional Services**

- We will gladly provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements at an additional charge with written approval from one of your authorized representatives. Our landscape design team and enhancement crews are ready when you are!

### **Additional Provisions**

- Your personal Account Manager will conduct inspections on a monthly basis to assess and remedy landscape maintenance deficiencies as soon as possible.
- We offer a 24 hour contact list for use in case of emergencies.
- Removal of all landscape debris generated on the property during landscape maintenance is our sole responsibility, at no additional expense to you.
- Access to a water source on your property must be provided for use in spray applications.
- All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- We will frequently assess, identify, and notify you of any landscape conditions that affect long-term health including our suggestions regarding the best course of action. While we can't guarantee the survival of plant material, since it is a living thing, any plant material that dies as a direct and identifiable result of improper maintenance practices will be replaced at no additional cost to you.



## *TWELFTH ORDER OF BUSINESS*



*A.*



Meadow View at Twin Creeks CDD

Janitorial Proposals

<u>Vendor:</u>	<u>3 Days Week</u>	<u>5 Days Week</u>
<b>1) Jani-King</b>	\$ 975.00	\$ 1,500.00
* Does not include pricing for windows, Kitchen area, or carpet		
<b>2) Freedom Building Services</b>	\$ 1,010.00	\$ 1,680.00
* Add Kitchen Area	\$ 150.00	\$ 150.00
Add Windows	\$ 480.00	\$ 480.00
	<u>\$ 1,640.00</u>	<u>\$ 2,310.00</u>
<b>3) City Wide Maintenance Janitorial Service</b>		
	\$ 750.00	\$ 955.00
* Does not include Windows - numerous pricing options		
<b>4) Riverside Management Services</b>		
	\$ 1,295.00	\$ 1,400.00



Jani-King of Jacksonville  
5700 St. Augustine Road  
Jacksonville, Florida 32207  
(904) 346-3000  
Fax: (904) 346-3105



COMMERCIAL CLEANING SERVICES

January 31<sup>st</sup>, 2019

**United States**

Albuquerque • Atlanta  
Austin • Baltimore  
Baton Rouge  
Birmingham • Boston  
Buffalo • Charleston  
Charlotte • Chicago  
Cincinnati • Cleveland  
Colton • Columbia  
Columbus • Dallas  
Dayton • Denver  
Detroit • Fort Worth  
Greensboro  
Greenville/Spartanburg  
Hampton Roads  
Hartford • Hawaii  
Houston • Indianapolis  
Jackson • Jacksonville  
Kansas City  
Knoxville • Las Vegas  
Los Angeles • Louisville  
Madison • Memphis  
Miami • Milwaukee  
Minneapolis • Mobile  
Nashville • New Jersey  
New Orleans  
New York • Oakland  
Oklahoma City  
Orlando  
Philadelphia  
Phoenix • Pittsburgh  
Portland  
Raleigh/Durham  
Rhode Island • Richmond  
Sacramento  
Salt Lake City  
San Antonio • San Diego  
San Francisco  
Seattle • St. Louis  
Tampa Bay • Tucson  
Tulsa • Washington, D.C.

**Argentina**

**Australia**

**Brazil**

**Canada**

**France**

**Great Britain**

**Hong Kong**

**Korea**

**Malaysia**

**Mexico**

**New Zealand**

**Singapore**

**Spain**

**Taiwan**

**Turkey**

**Leah Tincher**

**Beacon Lake**

**850 Beacon Lake Parkway**

**St. Augustine, FL 32095**

Dear Ms. Tincher,

Thank you very much for the time and interest you have afforded me, concerning the subject of housekeeping for your building. **JANI-KING** appreciates this opportunity.

Enclosed is our completed proposal for a customized professional cleaning program including our Cleaning Schedule designed specifically to address the complex needs of your facility.

The total monthly charge represents your only cost, and is inclusive of:

All labor

All supervision

All material for cleaning

All equipment for cleaning

All payroll, payroll taxes, insurance, etc

Our **JANI-KING** representative is fully covered by an insurance program that protects you in several ways. The General Liability, Workers' Compensation coverage and Employee Dishonesty Policy provide protection to our customers for claims due to loss of property or personal injuries that are the result of actions by **JANI-KING** personnel.

Please do not hesitate to contact me for any additional information you deem necessary in assessing our proposal. I can be reached at **(904) 346-3000**.

Trusting we may be of service,

Daryl Hall  
Authorized Franchisee



# **Jani-King of Jacksonville**

***“Currently servicing over 600 Greater Jacksonville Area Clients”***

When you select a commercial cleaning company for your property, you want to be assured of the company’s qualifications, track record and ability to follow through. Because Jani-King provides quality service at competitive prices, many companies, large and small, rely on our unique program to fulfill their commercial cleaning needs.

Jani-King of Jacksonville currently services **over 600** satisfied clients throughout the Jacksonville area and surrounding counties. Our widely diverse clientele are literally in every segment of business and industry including medical offices, manufacturing facilities, retail establishments, banks, schools, churches, small individual professional offices and multi-tenant multi-story office buildings. Our services are used in virtually every commercial setting regardless of the size and scope of the facility.

We are very proud to offer your company a specific list of references relevant to your particular business size and type. We know that checking references is a time consuming process and we offer you a customized reference list in an effort to make it most worthy of your time. Please contact your Jani-King account executive for your industry specific list of references.



## **JANI-KING FRANCHISING CONCEPT**

I am pleased to introduce **JANI-KING** to you and your company. **JANI-KING** has a unique concept that dramatically changes the quality and consistency of service in the building maintenance industry.

**JANI-KING** recognizes that serious problems existed with conventional cleaning services. These problems stem from a lack of proper supervision and communication, and little concern about a job well done. **JANI-KING** realizes that work will be performed only as well as the individual workers are trained, motivated and supervised. Finding quality individuals who possess the ability to consistently supervise and motivate the service personnel can solve the problems found in the conventional service groups.

**JANI-KING** seeks individuals who will care as much about your building as you do. Because we could not provide these individuals with ownership in your company or building, which would surely promote the quality and concern we were looking to achieve, we offer individuals ownership in a business of their own - a **JANI-KING FRANCHISE**. Each **JANI-KING** franchise owner is supported by a team of professionals from the **JANI-KING REGIONAL SUPPORT OFFICE** in Jacksonville. This "Double Check System" ensures the enhanced quality of service and the attention to detail that has become synonymous with the **JANI-KING** name.

The **JANI-KING FRANCHISING CONCEPT** has enabled us to provide buildings throughout Greater Jacksonville, both large and small, with a business minded individual who has the intelligence, attitude, desire and determination to maintain the high level of cleaning standards that you demand for your building.

Each **AUTHORIZED JANI-KING FRANCHISE OWNER** has successfully completed our extensive training program and as a member of our team of dedicated professionals have the procedure, personnel, equipment, insurance, bonding and support necessary to become an integral part of your maintenance program. Our franchise owners' concern - the dedication to the appearance of your building - cannot be equaled.

I have enjoyed sharing our program with you, as it has been the answer to cleaning problems faced by building owners and managers throughout Greater Jacksonville and around the world for more than forty years.

Please do not hesitate to call us for any additional information that you may require.



# PRICING SCHEDULE

FOR

**Beacon Lake  
850 Beacon Lake Parkway  
St. Augustine, FL 32095**

## CIRCLE ONE

The Premises will be serviced (3) time(s) per week  
For a charge of:

**EIGHT HUNDRED AND FIFTEEN DOLLARS AND NO CENTS  
(\$815.00)**

**OR**

The Premises will be serviced (5) time(s) per week  
For a charge of:

**ONE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS  
(\$1,200.00)**

**PER MONTH**

**TAX NOT INCLUDED**

Customer Initials: \_\_\_\_\_



# JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of Jacksonville ("Jani-King") and Republic Services (Client)

In consideration of the mutual covenants and obligations set out in the Agreement, the parties hereby agree as follows:

## 1. PERFORMANCE OF SERVICES

- a. Performance of the services scheduled shall begin the \_\_\_\_\_ day of \_\_\_\_\_, 2019.
- b. The services shall be performed at the following location:

Beacon Lake  
805 Beacon Lake Parkway  
St. Augustine, FL 32095

- c. The premises making up the working area under this Agreement will be known further in the Agreement as the "Named Areas", which are defined as: **Common Area(s), Fitness Center, Kitchen, Dining Area, Restroom(s), and Office(s)**
- d. Jani-King agrees to service the Named Areas as scheduled: **(3) times per week, or (5) times per week**
- e. Jani-King agrees to furnish all equipment, tools and paraphernalia necessary to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached and made a part of this Agreement.

## 2. PAYMENT OF SERVICES

- a. Client agrees to pay to Jani-King each month the total minimum sum stated in the attached Pricing Schedule, on or before the last day of each month in which services are rendered. Additionally, Client also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. Client agrees that all payments due and owing Jani-King, for any reason, shall be properly credited only when delivered to JANI-KING OF JACKSONVILLE, 5700 St. Augustine Road, Jacksonville, FL 32207.
- b. Credits for holidays recognized by Client were pre-determined as part of the monthly charge herein. No other adjustments will be made for those holidays.
- c. The amount to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by both parties.
- d. In the event payment for services is not received within thirty (30) days from the due date Jani-King may suspend services to Client until such payment is received. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or action for payment of services or other rights.

Customer Initials: \_\_\_\_\_



### **3. INDEPENDENT BUSINESS RELATIONSHIP**

- a. It is agreed that Jani-King will select and designate all personnel to perform its obligations under this Agreement.
- b. It is agreed that Jani-King and any of its personnel are not, and shall not be employees of Client but are independent contractors; and in this regard, such Jani-King authorized personnel will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- c. Client agrees during the term of this Agreement and within one hundred and eighty (180) days after termination that it will not employ any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees during the term of this Agreement and within one hundred and eighty (180) days after termination it will not employ any employees, agents or representatives of Client without the express written consent of Client.

### **4. TERM OF AGREEMENT**

- a. The term of this Agreement shall be for a one year basis from the date services are scheduled to begin, as stated in Section 1a, and shall be automatically renewed on each anniversary date on the same terms and conditions, unless either party shall give written notice of termination at least thirty (30) days prior to such anniversary date. If timely notice is given for termination, this Agreement shall expire at midnight of the anniversary date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- b. Non-performance is defined as the failure, neglect or refusal to perform any act outlined in this Cleaning Schedule. Before any termination for non-performance is effective, the terminating party must give the other party written notice specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, Jani-King, at its election, shall have fifteen (15) days in which to cure the defect in performance to the reasonable satisfaction of Client. In the event the defect is not satisfactorily cured at the end of the fifteen (15th) day from the effective date, the terminating party shall provide written notification to the other party of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice.
- c. All notices between Client and Jani-King shall be in writing and deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address as stated in this Agreement. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective.  
Time is of the essence for all notices required under the terms of this Agreement.

### **5. GENERAL PROVISIONS**

- a. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- b. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.
- c. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- d. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, with the attached Cleaning Schedule, and acknowledge that the terms reflect the entire Agreement of the parties and it supersedes all prior representations and understandings of the parties.
- e. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

Customer Initials: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2019.

<b>Jani-King of Jacksonville</b>  <b>5700 St. Augustine Road Jacksonville, FL 32207 Phone: (904) 346-3000 Fax: (904) 346-3039</b>	<b>Beacon Lake 850 Beacon Lake Parkway St. Augustine, FL 32095</b>  <b>Phone: Email:</b>  <div style="text-align: right;">(Seal)</div> _____ Signature  _____ Print Name  _____ Title  _____ E-Mail Address (If different from signer)  _____ Client's Contact Name (If different from signer)  _____ Contacts E-Mail Address
_____ Signature	
_____ Print Name	
_____ Title	

Billing information:

\_\_\_\_\_  
Account Payable Contact

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Account Payable Phone Number / Extension

\_\_\_\_\_  
Account Payable FAX Number

\_\_\_\_\_  
Account Payable E-Mail Address



## OTHER SERVICES

1. Defective or inoperable building equipment will be brought to the attention of CLIENT such as:
  - A. leakage or problem plumbing
  - B. defective lights or lighting
  - C. doors and/or gates not properly secured
  - D. or other unusual circumstances such that might affect the security, maintenance or effectiveness of the facility
2. Additional cleaning and maintenance services shall be provided, upon request, for an additional fee. Those services include:
  - A. An anti-static material applied to all newly cleaned carpeting.
  - B. A carpet-protector material applied to all newly cleaned carpeting.
  - C. Carpet extraction.
  - D. Ceiling and wall cleaning.
  - E. Light cover cleaning and re-lamping.
  - F. Window cleaning. (Perimeter)
  - G. Mini-Blind cleaning. (Steam)
  - H. Sidewalk and parking lot cleaning.
3. Care will be exercised so that baseboards, walls and furniture will not be splashed, marred, disfigured or damaged during these or any other scheduled operations.
4. Janitor closets, equipment and materials shall be kept in a neat, clean and orderly condition always. SDS sheets will be kept on-site in a file.



## **PRICING GUIDELINE FOR REQUESTED ADDITIONAL CLEANS**

### **FLOORS**

A. Upon request, the following services will be performed for an additional fee:

	<b><u>COST PER SQUARE FOOT</u></b>
1. Carpet Shampoo. (\$95.00 minimum)	20 cents
2. Strip, reseal and refinish tile floors. (\$125.00 minimum)	36- 40 cents

Care will be taken to get into corners, along edges and beneath furniture. Care will be exercised so that baseboards, walls and furniture shall not be splashed, marred, disfigured or damaged during these operations.

### **WINDOWS**

A. Upon request, windows will be washed for an additional fee per square foot of surface glass at:

Interior	10 cents
Exterior	10 cents







This agreement is between FREEDOM Building Services (hereinafter called "FREEDOM"), and Beacon Lake Club House (hereinafter called "Customer"). FREEDOM assures the performance of all services as outlined in the "Guidelines for Service" and such guidelines are hereby incorporated as part of this agreement.

It is understood that this Agreement is to become effective on \_\_\_\_\_, 20\_\_\_\_, and, thereafter continuing on a month to month basis until either party gives the other party thirty days advance written notice.

Services will be performed See Below and customer agrees to remit to FREEDOM the fee of \$ See Below per month for said service. The monthly billing is payable upon receipt of the invoice and payment is due at our office no later than the fifteenth day of the subsequent month.

Customer agrees not to contract with or employ, directly or indirectly, any cleaning personnel used by Freedom for a period of one year after termination of this agreement.

### **Fitness Center**

Private Offices, Fitness Room, Aerobics Room, Hallway, and Rest Rooms – 2.

**Three Times A Week: \$390.00**

**Five Times A Week: \$650.00**

### **Social Hall**

Social Hall, Media Room, Meeting Room, Hallway, and Rest Rooms – 2.

**Three Times A Week: \$295.00**

**Five Times A Week: \$490.00**

### **Outside Areas**

Entrance Foyer, Pool Rest Rooms – 2, Pool Trash,  
Tennis Court Trash, Dog Park Trash, Social Patio Trash.

**Three Times A Week: \$325.00**

**Five Times A Week: \$540.00**

### **Specialized Services**

Kitchen Cleaning, upon request and billed separately: \$150.00

Window Washing, upon request and billed separately: \$480.00

FREEDOM Building Services, LLC  
5605 Florida Mining Blvd. S. suite 11, Jacksonville FL 32257

CUSTOMER Beacon Lake Club House

By \_\_\_\_\_  
David Lasure (Owner)

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_



**BUILDING SERVICES**  
5605 FLORIDA MINING BLVD S, SUITE 11, JACKSONVILLE, FL 32257  
(904) 707-5348

★ Veteran Owned and Operated ★

[WWW.FREEDOMBUILDINGSERVICES.COM](http://WWW.FREEDOMBUILDINGSERVICES.COM)



# GUIDELINES FOR SERVICE

## GENERAL

Our goal is to see to it that you are served to your complete satisfaction. The following guidelines are designed to enable the personnel we utilize to achieve this goal . . . not limit us. We will always be available to work out any additional or different requests not specifically addressed in these guidelines.

- DUSTING:** Tops of desks, file cabinets, copy machines, bookshelves, tables and other furniture will be dusted weekly.
- Low dusting of chair rails and legs, desk and table legs, baseboards, ledges, vents, etc. will be done once each month.
- High dusting of ledges, picture frames, door frames, vents, etc. will be done once each month.
- Vertical dusting of sides of desks, cabinets, files, bookshelves, etc. will be done once each month.
- DESKS:** Desk tops will be dusted each service and polished or damp wiped weekly. Papers left on desks will not be disturbed. Desk accessories including calculators, calendars, letter trays, etc. will be dusted weekly.
- ASHTRAYS:** Ashtrays will be emptied, damp wiped and dried each service.
- TELEPHONES:** Telephones will be dusted daily and sanitized weekly.
- WINDOW SILLS:** Window sills will be dusted twice monthly.
- MINI-BLINDS:** Mini-blinds will be dusted monthly. (For washing, see list of specialized services.)
- UPHOLSTERED FURNITURE:** All upholstered furniture will be vacuumed as needed.
- VINYL FURNITURE:** All vinyl furniture will be dusted weekly.
- WATER FOUNTAINS:** Water fountains and water coolers will be cleaned, sanitized and polished each service.
- FINGER MARKS:** Finger marks and smudges will be removed from desks, partitions, doors, light switches and woodwork weekly.
- CARPETS:** Carpets will be vacuumed each service with a commercial power vacuum in all open areas and trafficways. All carpeting will be thoroughly vacuumed weekly including knee-hole of desks, behind doors, under and behind movable furniture and equipment. (Does not include hand-picking staples from carpet.) Small spots will be removed weekly, excessive spot removal excepted. (For steam/shampoo, dry/chem cleaning, see list of specialized services.)





**GUIDELINES cont. . . .**

- TILE FLOORS:** Tile floors will be thoroughly swept and spot mopped each service. Floors will be damp mopped as needed, spray buffed/waxed per agreement.
- MATS & RUNNERS:** Mats and runners will be cleaned each service and thoroughly vacuumed or damp mopped weekly.
- PLASTIC CHAIR MATS:** Plastic chair mats will be spot cleaned as needed.
- GLASS PARTITIONS:** Partition glass will be spot cleaned as needed and completely cleaned quarterly.
- WALLS:** Marks and smudges will be removed from walls as long as their removal does not spoil the general appearance of the walls. Panelled walls will be dusted quarterly.
- TRASH DISPOSAL:** Trash containers will be emptied each service and trash taken to designated area. Plastic liners from your stock will be installed as needed. Trash containers will be cleaned when needed, excessive washing excepted.

**ENTRANCE AND RECEPTION AREAS**

Special attention will be given to this area to insure a favorable impression to everyone who enters your facility.

- ENTRANCE GLASS:** Glass in entrance doors and receptionist's partitions will be cleaned each service on both sides to remove smudges and fingerprints.
- FURNITURE:** Reception desk and table tops will be dusted or polished each service. Vinyl furniture will be damp wiped weekly. Upholstered furniture will be vacuumed monthly. Magazines will be stacked or arranged in an orderly manner.
- FLOORS:** Floors will be damp mopped or vacuumed each service. Hard surfaces will be spray buffed per agreement.

**RESTROOMS**

We realize that your restrooms are an area of special concern and attention to you and your employees. Our objective is to keep them clean, sanitized and fresh on a consistent basis.

- FIXTURES:** Toilet bowls, toilet seats, urinals and sinks will be cleaned and sanitized each service. Bright metal will be cleaned and polished each service.





- TRASH CONTAINERS:** Trash containers will be emptied each service and trash taken to designated area. Exterior of metal containers will be spot cleaned each service. Plastic liners will be installed from your stock.
- GLASS:** Glass and mirrors will be cleaned and polished each service.
- WALLS:** Splash marks will be removed from walls around sinks and dispensers each service. Ceramic walls will be spot cleaned each service. Partition walls and doors will be spot cleaned each service, wiped down and sanitized monthly.
- DISPENSERS:** Dispensers will be cleaned and polished each service and supplies installed from your stock.
- FLOORS:** Floors will be swept damp mopped and sanitized each service. Tile floors will be spray buffed per agreement.

### LUNCHROOM, KITCHEN AND COFFEE AREAS

In order to help you provide a pleasant, attractive atmosphere for your employees, these areas will be maintained in a clean, sanitary condition.

- FURNITURE:** Tables and counter tops will be damp wiped each service. Chairs will be spot cleaned each service.
- CABINETS & METAL WORK:** Cabinet exteriors will be spot cleaned each service and thoroughly cleaned weekly. Bright metal will be cleaned and polished each service.
- VENDING MACHINES:** Machines will be spot cleaned each service and damp wiped weekly if not included in vendor's contract.
- TRASH CONTAINERS:** Trash containers will be emptied each service and trash taken to designated areas. Exterior of metal containers will be spot cleaned each service. Plastic liners will be installed from your stock.
- FLOORS:** Floors will be vacuumed or swept and damp mopped each service. Tile floors will be spray buffed per agreement.
- MICROWAVE OVENS:** Microwave ovens will be damp wiped and cleaned inside and out as needed.





## SPECIALIZED SERVICES

The following specialized services are offered to enable you to maintain the superior overall appearance of your facility. These are available on an additional cost basis.

Carpet Cleaning  
(Shampoo, Steam, Extraction  
and dry methods available)

Wall Washing

Wood/Panelled Wall Treatment

Exterior Window Washing  
(Inside and out)

Light Fixture and Translucent  
Panel Cleaning

Mini-Blind Washing

Light Bulb Replacement

Drapery Cleaning

Cleaning Ceiling Vents, Heating  
and A/C Diffusers and Exposed Pipes

Policing Grounds and Perimeter  
of Building

Strip and Refinish Tile Floors

## INSURANCE PROTECTION

Comprehensive General Liability .....\$2,000,000

Worker's Compensation ..... Statutory

Business Services Bond ..... \$ 50,000

Commercial Umbrella .....\$2,000,000

(Certificate of Insurance will be furnished upon request)

## SECURITY

Top priority will be given to insure the security of your building and its contents. Your security procedures will be followed at all times.

## EQUIPMENT AND MATERIALS

You will not be required to supply any equipment or cleaning materials necessary for the performance of janitorial services.

## SUPPLIES

Toilet paper, hand towels, deodorants, hand soap, urinal blocks, plastic bags and liners, etc. will be supplied by you, but installed as part of your service.

## CUSTOMER SERVICE

Includes on-site inspection upon request and our telephone is answered 24 hours every day. Cleaning services will not be performed on traditional holidays or those observed by your company.









Created for: Beacon Lake  
496-752, County Rd 210, St Johns, FL 32259  
Contact: Leah Tinchner

## Investment Recap

### City Wide Maintenance Janitorial Service Package

Includes all janitorial services outlined in the service agreement

Approximately 5,500 Square Feet

	Frequency	Total Price / Month
<b>Option A:</b>		
Basic Janitor Service	3 times per week (Mon, Wed, Fri)	\$ 750*
<b>Option B:</b>		
Basic Janitor Service	5 times per week (Monday - Friday)	\$ 955*
<b>TOTAL MONTHLY INVESTMENT</b>		<b>\$ _____</b>

**\*NOTE: Price includes (2) boat house restrooms.**

#### Additional Services

(Not included in monthly pricing)

<b>Initial "DEEP impact clean</b> (All areas in scope of work only)	<b>Per occurrence</b>	<b>\$ 450</b>
<b>All accessible windows: inside and outside</b>	<b>Monthly or Quarterly</b>	<b>\$ 738</b>
<b>All accessible windows: outside only</b>	<b>Monthly or Quarterly</b>	<b>\$ 492</b>
<b>All accessible windows: inside and outside</b>	<b>Every 2 months</b>	<b>\$ 615</b>
<b>All accessible windows: outside only</b>	<b>Every 2 months</b>	<b>\$ 369</b>

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

City Wide Maintenance Company, Inc.

Beacon Lake

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

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

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









## RIVERSIDE MANAGEMENT SERVICES

9655 Florida Mining Boulevard West  
Building 300, Suite 305  
Jacksonville, Florida 32257

Work Authorization  
For  
Meadow View at Twin Creeks Community Development District  
Fiscal Year 2019  
Janitorial Services

Riverside Management Services, Inc. ("RMS") shall be responsible for Janitorial Services for the "Districts" Amenity Facilities.

### Responsibilities/Tasks:

#### Fitness and Aerobics Room:

- Clean, vacuum, mop and sweep floors.
- Wipe down all equipment, doors and handles.
- Clean inside daily and outside windows monthly.
- Dust all AC vent and returns, light fixtures, shelves, tv's, blinds and fans.
- Empty all trash cans and restock wipes

#### Office:

- Vacuum floors
- Clean all doors, windows and wipe down counters
- Dust baseboards and AC vents
- Empty trash

#### Bathrooms:

- Clean and mop all floors
- Wipe down all mirrors, countertops, handles, changing tables, drinking fountains and stalls
- Sanitize toilets, sinks and urinals
- Dust all AC vents, returns and baseboards
- Restock all paper goods
- Empty trash cans

#### Lake House:

- Vacuum all rugs and mop floors
- Dust all AC vents and returns, shelves, light fixtures, curtains, baseboards, Tv's, and décor
- Clean windows inside and out
- Wipe down all tables and chairs, shelves, baseboards, trash cans and polish furniture
- Reset furniture if needed
- Empty trash cans

#### Kitchen:

- Clean and mop floors
- Wipe down countertops, appliances, trash cans and sinks
- Wash windows inside and out
- Polish stainless steel (weekly)
- Empty trash cans



Outside & Entryway:

- Clean floors and vacuum rugs
- Blow off deck and reset all furniture
- Wipe down tables, chairs, counters and trash cans
- Clean door handles and doors
- Dust all AC vents and returns, fans in entry and baseboards
- Wash windows (monthly)
- Empty all trash cans
- Clean carpets if needed

(Please see attached **Exhibit A** for daily, weekly, monthly service breakdown)

**Janitorial Service/Maintenance Options:**

**Option #1:**

Three (3) Times Per Week Services

- Includes accessible Interior Windows and Exterior Windows as outlined in the scope of service
- Includes basic cleaning of Kitchen Area

Monthly  
Amount

\$1,295

**Option #2:**

- Five (5) Times Per Week Service
- Includes accessible Interior Windows and exterior Windows as outlined in the scope of service
- Includes basic cleaning of the Kitchen Area

\$1,400

**Additional Services:**

- General Maintenance Personnel (per hour)
- Electrician Services (per hour + materials)
- Pressure Washing

\$35.00

Upon Request

Upon Request

**General Provisions**

- RMS shall provide, at no additional cost to the District, company uniforms to all personnel providing these services.
- Costs incurred by RMS due to maintenance related emergencies or unscheduled visits (i.e. vandalism, acts of God, etc.) shall be invoiced at \$35 per hour, plus any materials, and travel reimbursement.
- An administrative fee of 15% will be charged for all district related purchases.
- Service will be provided Monday, Wednesday, and Friday between the hours of 5am-6pm.
- Holidays excluded are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. A subsequent day will be used.
- District to supply all paper products, fitness wipes, trash liners and soaps.

\_\_\_\_\_  
District Representative Signature

\_\_\_\_\_  
Riverside Management Signature







*B.*





# Quote

10051 Skinner Lake Drive  
Jacksonville Florida 32246

Joe Butler  
(904) 645-7003  
customerservice@blackcreekoutfitters.com  
www.blackcreekoutfitters.com

Q-5208



Created 2/6/2019  
Modified 2/6/2019

Valid for 7 days

**Customer**  
Beacon Lake

**Shipping Address**  
Same As Billing Address

**Contact**  
Janis Spira  
(954) 270-3059 (work)

**PO:**  
Shipping: None

Product ID	Description	Sell	Qty	Total
P-127510	Tidal Dually Glades (Regular \$749.00/unit, \$250.00/unit Discount)	\$499.00	2	\$998.00
P-127512	Tidal Shoreline Bayou (Regular \$899.00/unit, \$300.00/unit Discount)	\$599.00	3	\$1797.00
P-61412	MTI APF, Mango/Gray, Universal (Regular \$69.95/unit, 25.00%/unit Discount)	\$52.46	14	\$734.44
P-73440	MTI Youth Livery Mango (Regular \$39.95/unit, 25.00%/unit Discount)	\$29.96	4	\$119.84
P-73439	MTI Childs Livery (Regular \$36.95/unit, 25.00%/unit Discount)	\$27.71	4	\$110.84
P-118321	Accent Cannon Cascade Yellow Paddle, 240cm (Regular \$69.99/unit, 25.00%/unit Discount)	\$52.49	7	\$367.43
P-73957	Liberty Mountain FOX 40 WHISTLE RED (Regular \$6.99/unit, 30.00%/unit Discount)	\$4.89	22	\$107.58
P-73581	Cannon Boost, Black Alum, 54in (Regular \$49.00/unit, 30.00%/unit Discount)	\$34.30	6	\$205.80
P-92439	MadRiver Adventure 14 Canoe (Regular \$769.00/unit, 25.00%/unit Discount)	\$576.75	3	\$1730.25
		Total Qty	65	
Subtotal				\$6171.18
Total				\$6171.18

Quote Valid for 30 Days  
Black Creek will price match products on this quote on items that are exactly the same down to the color and style. For all items this includes the shipping and taxes. A valid internet link must be provided and Black Creek will confirm the pricing and shipping.

Page 1Signature





Sandy Point Progressive Sports  
 3090 S. Ridgewood Ave  
 S. Daytona, FL 32119  
 Ph: (386) 756-7564  
 crew@ProgressiveSports.com  
 www.ProgressiveSports.com

#	Date
768	01/31/2019

Billing	Shipping
Danielle Simpson Riverside Management Services 850 Beacon Lake Parkway St Augustine, FL 32095 Ph: 602-373-7227 Email:	

Description	Price	Quantity	Total
Next Lagoon 12 Blue Ocean Camo	\$499.00	3	\$1,497.00
Next Tracker II 12.2 Bl Oc Cam	\$539.00	2	\$1,078.00
Old Town Saranac 146 Green	\$699.00	1	\$699.00
Old Town Saranac 146 Green	\$699.00	1	\$699.00
Old Town Saranac 146 Green	\$699.00	1	\$699.00
BB Whisper Kayak Paddle 230	\$55.00	7	\$385.00
ST Fit PFD Red/Gry Adult Univ	\$29.95	7	\$209.65
ST Fit PDF Red/Gry Oversize	\$29.95	7	\$209.65
Stohlquist Uni Fit Youth PFD	\$24.95	4	\$99.80
Stohlquist Youth Lrg PFD	\$24.95	4	\$99.80
Epic Gear Whistle	\$3.00	22	\$66.00
CP Economy TGrip 54 Blk/Blk	\$24.99	6	\$149.94

Notes

<b>SubTotal:</b>	\$5,891.84
<b>Tax:</b>	\$0.00
<b>Shipping:</b>	\$100.00
<b>Total:</b>	\$5,991.84



*C.*



# **THIGPEN**

## **HEATING & COOLING, INC.**

### *PROPOSAL*

<b>PROPOSAL SUBMITTED TO:</b> Beacon Lake Amenity Center	<b>PHONE</b> FAX	<b>DATE 1/29/2019</b> MOBILE
<b>STREET</b> 850 Beacon Lake Parkway	<b>JOB NAME</b>	
<b>CITY, STATE AND ZIP</b> St. Augustine, Fl. 32095	<b>JOB LOCATION</b> Same	
<b>ATTN:</b>	<b>CITY, STATE AND ZIP</b>	

**We hereby submit specifications and estimates for:**

Perform maintenance on the Carrier outside air unit, two Carrier  
5 ton systems and the Carrier 4 ton system

Maintenance to include:

Replace filters

Clean drain lines

Check and monitor refrigerant pressures

Tighten all electrical connections

Check volts and amps on electrical components

Check condition of capacitors, relays and contactors

Test safety controls

Check blower and condenser fan motors

Clean outdoor coil

Clean evaporator coil (in place only)

Replace belt once per year

**PRICE PER MAINTENANCE:**

**\$390.00**

**We Propose** hereby to furnish material labor-complete in accordance with above specifications, for the sum of:

**\$390.00**

**PAYMENT TO BE MADE AS FOLLOWS:**

**IN FULL ON COMPLETION**

All material is guaranteed to be as specified. All work to be completed

in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Mike Gunter

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** The above prices specifications and

conditions are satisfactory and are hereby accepted. You are

Signature \_\_\_\_\_

authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_



*THIRTEENTH ORDER OF BUSINESS*



*B.*



**MEADOW VIEW AT TWIN CREEKS CDD**

**2018 Bond Series**

**REQUISITION SUMMARY**

**February 21, 2019**

**2018 SPECIAL ASSESSMENT BONDS (2018 PROJECT) REQUISITIONS**

<b><u>Date of Requisition</u></b>	<b><u>Req #</u></b>	<b><u>Payee</u></b>	<b><u>Reference</u></b>	<b><u>Requisition Amount</u></b>
<b>TO BE RATIFIED</b>				
1/17/2019	38	Hughes Brothers Construction, Inc.	Contractor Application for Payment #5 - Beacon Townhomes Mass Grading	\$131,431.73
1/18/2019	44	Clary & Associates, Inc.	Beacon Lake Phase 2 - Survey Plat Preparation - Invoice 2018-723	\$14,370.00
1/18/2019	45	Clary & Associates, Inc.	Beacon Lake Phase Townhomes - Survey Plat Preparation - Invoice 2018-724	\$12,940.00
<b>Requisitions to be RATIFIED-2018 Special Assessment Bonds (2018 Project)</b>				<b>\$158,741.73</b>

<b><u>Date of Requisition</u></b>	<b><u>Req #</u></b>	<b><u>Payee</u></b>	<b><u>Reference</u></b>	<b><u>Requisition Amount</u></b>
<b>TO BE APPROVED</b>				
2/21/2019	46	Hughes Brothers Construction, Inc.	Contractor Application for Payment #1 - Beacon Lake Phase 2	\$66,563.78
2/21/2019	47	Hughes Brothers Construction, Inc.	Contractor Application for Payment #1 - Beacon Lake Townhomes	\$199,710.00
2/21/2019	48	Hughes Brothers Construction, Inc.	Contractor Application for Payment #6 - Beacon Townhomes Mass Grading	\$107,878.00
2/21/2019	49	O.R. Dicky Smith & Co., Inc.	Contractor Application for Payment #14 (Final Ret) Beacon Lake Amenity	\$315,554.00
2/21/2019	50	ETM	Beacon Lakes Phase 2 Bidding and CEI Services (WA#11) Invoice 189619	\$1,569.50
2/21/2019	51	ETM	Beacon Lakes Townhomes Bidding & CEI Services (WA#10) Invoice 189603	\$1,402.18
2/21/2019	52	ETM	Beacon Lakes Phase 2 Design Phase (WA#5) Invoice 189602	\$105.50
2/21/2019	53	ETM	Beacon Lake Amenity Phase 1 - Invoice 189593	\$643.40
2/21/2019	54	ETM	Beacon Lakes Phase 3A - Design Phase (WA#9) Invoice 189596	\$36,317.90
2/21/2019	55	Basham Lucas	Beacon Lake Design Services - Invoice 7715	\$700.00
2/21/2019	56	Basham Lucas	Beacon Lake Townhomes Site- Invoice 7710	\$9,430.00
2/21/2019	57	Hopping Green & Sams	Professional Services related to project construction-Bill number 104966	\$2,351.50
<b>Requisitions to be APPROVED-2018 Special Assessment Bonds (2018 Project)</b>				<b>\$742,225.76</b>

**TOTAL REQUISITIONS TO BE APPROVED February 21, 2019**

**\$900,967.49**



3.



# CHANGE ORDER

No. 1DATE OF ISSUANCE: February 7, 2019EFFECTIVE DATE: February 21, 2019OWNER: Meadow View at Twin Creeks Community Development DistrictCONTRACTOR: Hughes Brothers Construction, Inc.Contract: Beacon Lake Townhomes Mass GradingProject: Beacon Lake Townhomes Mass GradingOWNER's Contract No. N.A.

ENGINEER's Contract No. \_\_\_\_\_

ENGINEER: England - Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: See attachedReason for Change: See attachedAttachments: (List documents supporting change) See Hughes Brothers Construction, Inc. correspondence dated 2/7/2019

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 1,587,218.78</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>0</u> <u>\$ -0-</u>
Contract Price prior to this Change Order: <u>\$ 1,587,218.78</u>
Net Increase/Decrease of this Change Order: <u>\$ (33,139.38)</u>
Contract Price with all approved Change Orders: <u>\$ 1,554,079.40</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-0-</u> Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)

RECOMMENDED:

By: \_\_\_\_\_  
LANDSCAPE ARCHITECT  
(Authorized Signature)

APPROVED:

By: \_\_\_\_\_  
OWNER  
(Authorized Signature)

ACCEPTED:

By: \_\_\_\_\_  
CONTRACTOR  
(Authorized Signature)Date: \_\_\_\_\_  
EJCDC 1910-8-B (1996 Edition)

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

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



CHANGE ORDER NO. 1  
Beacon Lake Townhomes Mass Grading



**PROJECT:** Beacon Lake Townhomes Mass Grading  
**DATE:** 2/7/2019  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830

**DIRECTED TO:** Meadow View at Twin Creeks CDD  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

**ATTN:** James Perry, CPA

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Seed & Mulch Dist. Areas	-161031.00	SY	\$ 0.28	\$ (45,088.68)
New	Bypass Pumps for Pond 6 Import (8/24/18 - 1/20/19)	1.00	LS	\$ 11,949.30	\$ 11,949.30
	<b>TOTAL CHANGE ORDER #1</b>				<b>\$ (33,139.38)</b>



# CHANGE ORDER

No. 2DATE OF ISSUANCE: February 7, 2019EFFECTIVE DATE: February 21, 2019OWNER: Meadow View at Twin Creeks Community Development DistrictCONTRACTOR: Hughes Brothers Construction, Inc.Contract: Beacon Lake Townhomes Mass GradingProject: Beacon Lake Townhomes Mass GradingOWNER's Contract No. N.A.

ENGINEER's Contract No. \_\_\_\_\_

ENGINEER: England - Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: See attachedReason for Change: See attachedAttachments: (List documents supporting change) See Hughes Brothers Construction, Inc. correspondence dated 1/11/2019

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 1,587,218.78</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>\$ (33,139.38)</u>
Contract Price prior to this Change Order: <u>\$ 1,554,079.40</u>
Net Increase/Decrease of this Change Order: <u>\$ 4,779.72</u>
Contract Price with all approved Change Orders: <u>\$ 1,558,859.12</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-1-</u> Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)

RECOMMENDED:

By: \_\_\_\_\_  
LANDSCAPE ARCHITECT  
(Authorized Signature)

APPROVED:

By: \_\_\_\_\_  
OWNER  
(Authorized Signature)

ACCEPTED:

By: \_\_\_\_\_  
CONTRACTOR  
(Authorized Signature)

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

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

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

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



CHANGE ORDER NO. 2  
Beacon Lake Townhomes Mass Grading



**PROJECT:** Beacon Lake Townhomes Mass Grading  
**DATE:** 1/11/2019  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830

**DIRECTED TO:** Meadow View at Twin Creeks CDD  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

**ATTN:** James Perry, CPA

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
New	Bypass Pumps for Pond 6 Import (10/23/18 - 12/21/18)	1.00	LS	\$ 4,779.72	\$ 4,779.72
<b>TOTAL CHANGE ORDER #2</b>					<b>\$ 4,779.72</b>



4.



# CHANGE ORDER

No. 16DATE OF ISSUANCE: January 11, 2019EFFECTIVE DATE: February 21, 2019● WNER: Meadow View at Twin Creeks Community Development DistrictCONTRACTOR: Hughes Brothers Construction, Inc.Contract: Beacon Lake Phase IProject: Beacon Lake Phase IOWNER's Contract No. N.A.

ENGINEER's Contract No. \_\_\_\_\_

ENGINEER: England - Thims and Miller, Inc.

You are directed to make the following changes in the Contract Documents:

Description: See attachedReason for Change: See attachedAttachments: (List documents supporting change) See Hughes Brothers Construction, Inc. correspondence dated 1/1/2019

By execution of this change order document, the Contractor acknowledges that all issues related to Contract Time and Compensation for the work associated with these changes are resolved.

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$ 10,741,279.64</u>
Net Increase/Decrease from previous Change Orders No. <u>0</u> to No. <u>15</u> <u>\$-663,702.21</u>
Contract Price prior to this Change Order: <u>\$10,104,577.43</u>
Net Increase/Decrease of this Change Order: <u>\$ 121,086.25</u>
Contract Price with all approved Change Orders: <u>\$10,225,663.68</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net change from previous Change Orders No. <u>-0-</u> to No. <u>-15-</u> Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)
Net Increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>days</u> Ready for final payment: <u>days</u> (days)

RECOMMENDED:

By: \_\_\_\_\_  
LANDSCAPE ARCHITECT  
(Authorized Signature)

APPROVED:

By: \_\_\_\_\_  
OWNER  
(Authorized Signature)

ACCEPTED:

By: \_\_\_\_\_  
CONTRACTOR  
(Authorized Signature)Date: \_\_\_\_\_  
EJCDC 1910-8-B (1996 Edition)

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

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

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



CHANGE ORDER NO. 16  
Beacon Lake Phase 1



**PROJECT:** Beacon Lake Phase 1  
**DATE:** 1/11/2019  
**CONTRACTOR:** Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
P: 352-399-6829  
F: 352-399-6830

**DIRECTED TO:** Meadow View at Twin Creeks CDD  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

**ATTN:** James Perry, CPA

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
New	Strip Sod on Existing Pond Slopes	1.00	LS	\$ 27,528.23	\$ 27,528.23
New	Repair Washouts on Existing Pond Slopes	1.00	LS	\$ 41,548.25	\$ 41,548.25
New	Bahia Sod on washouts	5981.00	SY	\$ 2.15	\$ 12,859.15
New	St. Augustine Sod on pond slopes	51000.00	SF	\$ 0.68	\$ 34,680.00
New	Silt Fence	3500.00	LF	\$ 1.15	\$ 4,025.00
New	Hydrant Meter (10/20 - 12/21)	1.00	LS	\$ 445.62	\$ 445.62
TOTAL CHANGE ORDER #16					\$ 121,086.25

Note: See attached breakdown of labor and equipment for stripping sod on existing pond slopes and washout repair on existing pond slopes.





**Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**Phone: 352-399-6829**  
**Fax: 352-399-6830**

## BEACON LAKE PHASE 1

Description	Quantity	Unit	Unit Price	Amount
<b>Strip Sod in Existing Ponds:</b>				
Mobilize Equipment	0.00	EA	\$ -	\$ -
Service Crew Foreman	83.00	HR	\$ 48.90	\$ 4,058.70
Operator	83.00	HR	\$ 27.72	\$ 2,300.76
Laborer	166.00	HR	\$ 19.95	\$ 3,311.70
Crew Truck	83.00	HR	\$ 30.10	\$ 2,498.30
Misc. Tools	83.00	HR	\$ 22.90	\$ 1,900.70
Skid Steer	55.00	HR	\$ 67.90	\$ 3,734.50
Loader 926 Class	55.00	HR	\$ 94.20	\$ 5,181.00
Mini Excavator Rental	1.00	LS	\$ 2,040.00	\$ 2,040.00
<b>Subtotal</b>				<b>\$ 25,025.66</b>
<b>Markup</b>			<b>10%</b>	<b>\$ 2,502.57</b>
<b>Total w/ Markup</b>				<b>\$ 27,528.23</b>
<b>Repair Washouts in Existing Ponds:</b>				
Mobilize Equipment	0.00	EA	\$ -	\$ -
Service Crew Foreman	132.00	HR	\$ 48.90	\$ 6,454.80
Operator	132.00	HR	\$ 27.72	\$ 3,659.04
Laborer	256.00	HR	\$ 19.95	\$ 5,107.20
Crew Truck	132.00	HR	\$ 30.10	\$ 3,973.20
Misc. Tools	132.00	HR	\$ 22.90	\$ 3,022.80
Skid Steer	71.00	HR	\$ 67.90	\$ 4,820.90
Loader 926 Class	71.00	HR	\$ 94.20	\$ 6,688.20
Mini Excavator Rental	1.00	LS	\$ 2,040.00	\$ 2,040.00
Broom Rental	1.00	LS	\$ 823.00	\$ 823.00
Vibratory Roller Rental	1.00	LS	\$ 1,182.00	\$ 1,182.00
<b>Subtotal</b>				<b>\$ 37,771.14</b>
<b>Markup</b>			<b>10%</b>	<b>\$ 3,777.11</b>
<b>Total w/ Markup</b>				<b>\$ 41,548.25</b>



5.



# CHANGE ORDER

## AIA DOCUMENT G701

PROJECT: 17-14

Beacon Lake Amenity  
860 Beacon Lake Parkway  
St. Johns, FL 32095

TO CONTRACTOR:

O.R. Dicky Smith & Co., Inc.  
12740 Atlantic Boulevard, Suite 7  
Jacksonville, FL 32225

OWNER



ARCHITECT



CONTRACTOR



ENGINEER



OTHER



CHANGE ORDER NUMBER: 9 NINE  
DATE: 12/3/2018

ARCH. PROJECT NO.:

15-63

CONTRACT DATE:

11/16/2017

CONTRACT FOR:

Amenity Center & Related Elements

The contract is changed as follows:

1) PCO : 06	Landscape Modifications #3	0 days	\$12,373
2) PCO : 64	Credit Crew House Lake Fountain Install	0 days	(\$543)
3) PCO : 65	Pavilion Pendant Fixture	0 days	\$733
4) PCO : 66	Added Circuit & Data - Fitness Wing	0 days	\$886

Time: 0 days Cost: \$13,449

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was \$ 5,959,724.00

Net change by previously authorized Change Orders \$ 332,204.00

The Contract Sum prior to this Change Order was \$ 6,291,928.00

The Contract Sum will be increased by this  
Change Order in the amount of \$ 13,449.00

The new Contract Sum including this Change Order will be \$ 6,305,377.00

The Contract Time will be unchanged 0 days

The date of Substantial Completion as of the date of this Change Order therefore is March 3, 2019

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price, which have been authorized by Construction Change Directive.

Basham & Lucas Design Group, Inc.

ARCHITECT - Michael Lucas

7645 Gate Parkway, Suite 201

ADDRESS

Jacksonville, Florida 32256

BY

DATE

O.R. Dicky Smith & Co., Inc.

CONTRACTOR - Stuart Maxwell

12740-7 Atlantic Boulevard

ADDRESS

Jacksonville, Florida 32225

BY

DATE

12/3/2018

Meadow View at Twin Creeks CDD

OWNER - Bruce Parker

475 West Town Place, Suite 114

ADDRESS

St. Augustine, Florida 32902

BY

DATE



# CHANGE ORDER

## AIA DOCUMENT G701

PROJECT: 17-14

Beacon Lake Amenity  
850 Beacon Lake Parkway  
St. Johns, FL 32095

### TO CONTRACTOR:

O.R. Dicky Smith & Co., Inc.  
12740 Atlantic Boulevard, Suite 7  
Jacksonville, FL 32225

OWNER ☒

ARCHITECT ☒

CONTRACTOR ☒

ENGINEER ☐

OTHER ☐

CHANGE ORDER NUMBER: 10 TEN  
DATE: 12/13/2018

ARCH. PROJECT NO.: 15-63

CONTRACT DATE: 11/16/2017

CONTRACT FOR: Amenity Center & Related Elements

### The contract is changed as follows:

1) PCO : 67	Additional Tile & Synthetic at Slide Pedestals	0 days	\$1,535
2) PCO : 68	Window Films at Restrooms & Cupola	0 days	\$501
3) PCO : 69	Escutcheons at Handrails & Gates	0 days	\$1,773
4) PCO : 70	EIFS Wall Cap at CMU Enclosures	0 days	\$1,895

Time: 0 days Cost: \$5,704

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was.....	\$	5,959,724.00
Net change by previously authorized Change Orders.....	\$	345,653.00
The Contract Sum prior to this Change Order was.....	\$	6,305,377.00
The Contract Sum will be <u>increased</u> by this Change Order in the amount of.....	\$	5,704.00
The new Contract Sum including this Change Order will be.....	\$	6,311,081.00
The Contract Time will be <u>unchanged</u> .....	0 days	
The date of Substantial Completion as of the date of this Change Order therefore is.....	March 3, 2019	

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price, which have been authorized by Construction Change Directive

Basham & Lucas Design Group, Inc.

ARCHITECT - Michael Lucas

7645 Gate Parkway, Suite 201

ADDRESS

Jacksonville, Florida 32256

BY

DATE

O.R. Dicky Smith & Co., Inc.

CONTRACTOR - Stuart Maxwell

12740-7 Atlantic Boulevard

ADDRESS

Jacksonville, Florida 32225

BY

DATE

12/13/2018

Meadow View at Twin Creeks CDD

OWNER - Bruce Parker

475 West Town Place, Suite 114

ADDRESS

St. Augustine, Florida 32902

BY

DATE





## PROPOSED CHANGE ORDER

Job Name: BEACON LAKE AMENITYDate: 12/11/2018Job Number: 17-14PCO #: 57

MeadowView at Twin Creeks CDD

475 W. Town Place, Suite 114

St. Augustine, FL 32092

ATTN: Biaz Kovacic

Email: [bkovacic@bbxcapital.com](mailto:bkovacic@bbxcapital.com)

Basham &amp; Lucas Design Group

7645 Gate Parkway, Suite 201

Jacksonville, FL 32256

ATTN: Michael Lucas

Email: [michael@bashamlucas.com](mailto:michael@bashamlucas.com)

Description	Amount
-------------	--------

Provide all necessary supervision, labor, materials, tools, and equipment to complete the below items as coordinated with the Owner and Architect onsite for an enhanced appearance in lieu of a rubbed concrete finish.	\$ 1,382
--	----------

1. Complete six (6) inches of NPT, 2x2 Cobalt BX250 tile at the base of five (5) each slide pedestals at the Water Activity Pool.

2. Complete Dryvit Sandblast DPR (ST) - SW Color Match, Campbellsville White synthetic stucco at the five (5) each slide pedestals at the Water Activity Pool.

Subtotal	\$ 1,382
DSC OH & P @ 10%	\$ 138
Subtotal	\$ 1,520
Bonds & Insurance @ 1%	\$ 15
<b>TOTAL ADD THIS CHANGE ORDER</b>	<b>\$ 1,535</b>

This Change Order adds 0 days to the contract completion date.

Please execute this change request in the space provided below to authorize DSC to proceed with changes in the work as stated herein. DSC shall proceed with changes as stated herein upon receipt of this PCO signed by an authorized project representative. Approved PCO's will be included and summarized in monthly contract change orders and requisitions for payment.

Owner:

Architect:

Date

12-13-18

Date

12/13/18

12740 Atlantic Blvd., Suite 7 • Jacksonville, FL 32225-6111

P:904.220.7600 • F:904.220.7900 • License CGC034933





# PROPOSED CHANGE ORDER

Job Name: **BEACON LAKE AMENITY**

Date: **12/11/2018**

Job Number: **17-14**

PCO #: **68**

Meadow View at Twin Creeks CDD

Basham & Lucas Design Group

475 W. Town Place, Suite 114

7645 Gate Parkway, Suite 201

St. Augustine, FL 32092

Jacksonville, FL 32256

ATTN: Blaz Kovacic

ATTN: Michael Lucas

Email: [bkovacic@bbxcapital.com](mailto:bkovacic@bbxcapital.com)

Email: [michael@bashamlucas.com](mailto:michael@bashamlucas.com)

## Description

## Amount

Provide all necessary supervision, labor, materials, tools, and equipment to complete the below items as coordinated with the Owner and Architect onsite:

1. Clean, prep, and apply 3M Fasara Lausanne window film at the Beacon Lake Amenity Center cupola windows.

\$ **451**

3. Clean, prep, and apply blackout window film at the three (3) each Fitness Center restroom windows located on the "Right Side" elevation on sheet A2.1.

**NO CHARGE**

Subtotal \$	<b>451</b>
DSC OH & P @ 10% \$	<b>45</b>
Subtotal \$	<b>496</b>
Bonds & Insurance @ 1% \$	<b>5</b>
<b>TOTAL ADD THIS CHANGE ORDER</b>	<b>\$ 501</b>

This Change Order adds **0** days to the contract completion date.

Please execute this change request in the space provided below to authorize DSC to proceed with changes in the work as stated herein. DSC shall proceed with changes as stated herein upon receipt of this PCO signed by an authorized project representative. Approved PCO's will be included and summarized in monthly contract change orders and requisitions for payment.

Owner:

Architect:

12740 Atlantic Blvd., Suite 7 • Jacksonville, FL 32225-8111

**12-13-18**

Date

**12/13/18**

Date

P: 904.220.7600 • F: 904.220.7900 • License CGC034933





# PROPOSED CHANGE ORDER

Job Name: **BEACON LAKE AMENITY**  
Job Number: **17-14**

Date: **12/11/2018**  
PCO #: **69**

Meadow View at Twin Creeks CDD  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092  
ATTN: Blaz Kovacic  
Email: [bkovacic@bbxcapital.com](mailto:bkovacic@bbxcapital.com)

Basham & Lucas Design Group  
7645 Gate Parkway, Suite 201  
Jacksonville, FL 32256  
ATTN: Michael Lucas  
Email: [michael@bashamlucas.com](mailto:michael@bashamlucas.com)

Description	Amount
Provide all necessary supervision, labor, materials, tools, and equipment to complete handrail and gate post cover flanges for project enhancement as coordinated with the Owner and Architect onsite.	\$ 1,755

## Qualifications:

1. Cover flanges to be "white" and fabricated similar to the attached drawing.
2. Fencing and guard rails are not included.

Subtotal \$	1,755
DSC OH & P @ 10%	NO CHARGE
Subtotal \$	1,755
Bonds & Insurance @ 1%	18
<b>TOTAL ADD THIS CHANGE ORDER</b>	<b>\$ 1,773</b>

This Change Order adds 0 days to the contract completion date.

Please execute this change request in the space provided below to authorize DSC to proceed with changes in the work as stated herein. DSC shall proceed with changes as stated herein upon receipt of this PCO signed by an authorized project representative. Approved PCO's will be included and summarized in monthly contract change orders and requisitions for payment.

Owner:

Architect:

12-13-18

Date

12/13/18

Date

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P:904.220.7600 • F:904.220.7900 • License CGC034933





## PROPOSED CHANGE ORDER

Job Name: **BEACON LAKE AMENITY**Date: **12/11/2018**Job Number: **17-14**PCO #: **70**

Meadow View at Twin Creeks CDD  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092  
ATTN: Blaz Kovacic  
Email: [bkovacic@bbxcapital.com](mailto:bkovacic@bbxcapital.com)

Basham & Lucas Design Group  
7645 Gate Parkway, Suite 201  
Jacksonville, FL 32256  
ATTN: Michael Lucas  
Email: [michael@bashamlucas.com](mailto:michael@bashamlucas.com)

Description	Amount
Provide all necessary supervision, labor, materials, tools, and equipment to paint the pre-finished synthetic stucco wall caps at the CMU Enclosures per the Architect's revised paint selection.	\$ 1,705

**Qualifications:**

1. Revised paint selection to be SW6200 Link Gray.

Subtotal	\$ 1,705
DSC OH & P @ 10%	\$ 171
Subtotal	\$ 1,876
Bonds & Insurance @ 1%	\$ 19
<b>TOTAL ADD THIS CHANGE ORDER</b>	<b>\$ 1,895</b>

This Change Order adds 0 days to the contract completion date.

Please execute this change request in the space provided below to authorize DSC to proceed with changes in the work as stated herein. DSC shall proceed with changes as stated herein upon receipt of this PCO signed by an authorized project representative. Approved PCO's will be included and summarized in monthly contract change orders and requisitions for payment.

Owner:

Architect:

12740 Atlantic Blvd., Suite 7 • Jacksonville, FL 32225-6111

12-13-18

Date

12-13-18

Date

P: 904.220.7800 • F: 904.220.7900 • License CGC034933



6.



**WORK AUTHORIZATION NO. 12  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
BEACON LAKE – TOWNHOMES  
CONSTRUCTION PLAN REVISIONS**

**SCOPE OF WORK**

England-Thims & Miller, Inc., shall provide general engineering consultation services for the Meadow View at Twin Creeks Community Development District (CDD). Services shall include, but not be limited to:

**I. TASK ONE – PLAN REVISION COORDINATION**

Includes coordination with Prosser and Owner on proposed collector road design revisions to accommodate proposed access drives on Beacon Lake Parkway to the adjacent commercial parcels. This task will be invoiced on an hourly basis, with the estimated budget amount provided below.

**FEE.....HOURLY**  
**(Budget Estimate: \$5,000.00)**

**II. TASK TWO – MASTER DEVELOPMENT PLAN REVISION**

If required by St. Johns County, the recorded Master Development Plan (MDP) will be revised based on the approved revised road design and access points, submitted and processed. This task includes MDP map and text revisions, processing of the revised MDP application package, and attendance at any public hearings or meetings with staff.

**LUMP SUM FEE ..... \$3,000.00**  
**(If required by St. Johns County)**

**III. TASK THREE – COLLECTOR ROAD REVISED ENGINEERING AND CONSTRUCTION PLAN REVISIONS**

ETM proposes to revise the approved engineering and construction plan sheets associated with the collector roadway, Beacon Lake Parkway. Construction documents will be in accordance with St. Johns County Utility Department and St. Johns County criteria. Plan revisions are anticipated to the approved roadway geometry, stormwater collection system, and grading, along with the addition of turn lanes at specific access drives to the adjacent parcels will include the following:

1. Revised Roadway Design (Plans and Profile)
2. Revised Stormwater Collection System Design and Details
3. Future Roadway Stubouts
4. Revised Erosion and Sediment Control Plan
5. Stormwater Pollution Prevention Plan
6. Utilities (water, sewer and reuse) to serve the adjacent parcels

**LUMP SUM FEE ..... \$9,550.00**

**IV. TASK FOUR – REGULATORY PERMITTING/APPROVALS**

We shall prepare applicable permit application modifications and coordinate the review process for the following:

1. St. Johns County MDCP Submittal and Construction Plan Application  
**LUMP SUM FEE ..... \$3,000.00**
2. Department of Environmental Protection Water Distribution System General Permit  
**LUMP SUM FEE. .... \$1,000.00**



3. Department of Environmental Protection Sanitary Sewer Collection System General Permit  
LUMP SUM FEE.....\$1,000.00
4. SJRWMD Environmental Resource Permit  
LUMP SUM FEE.....\$1,500.00

**V. TASK FIVE – LANDSCAPE AND TREE MITIGATION PLAN REVISIONS**

Provide revised landscape plans in accordance with the Twin Creeks PUD and the St. Johns County Land Development Code to accommodate the proposed access drives for the adjacent parcels. This will include street tree design and negotiation with St. Johns County to satisfy minimum Code requirements.

LUMP SUM FEE .....\$4,200.00

**REIMBURSABLE EXPENSES**

Costs such as final printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

**FEE SUMMARY**

<b>TASK DESCRIPTION</b>	<b>FEE</b>
Task I – Plan Revision Coordination (Hourly)	\$5,000.00
Task II – Master Development Plan Revision	\$3,000.00
Task III – Collector Road Revised Engineering and Construction Plan Revisions	\$9,550.00
Task IV –Regulatory Permitting/Approvals	
1. SJC DRC Permit	\$3,000.00
2. DEP Water Distribution System General Permit	\$1,000.00
3. DEP Sanitary Sewer Collection System General Permit	\$1,000.00
4. SJRWMD Environmental Resource Permit	\$1,500.00
Task V – Landscape and Tree Mitigation Plan Revisions	\$4,200.00
<b>TOTAL FEE SUMMARY</b>	<b>\$28,250.00</b>

**ITEMS NOT INCLUDED**

- |  |  |
|--|--|
| 1. Geotechnical Investigations                 | 13. Individual Lot Surveys                     |
| 2. Material Testing                            | 14. Permit Application Fees                    |
| 3. Street Lighting                             | 15. Groundwater Modeling                       |
| 4. As-Built Surveys                            | 16. Traffic Study                              |
| 5. Preparation of Offsite Easement(s)          | 17. Mitigation Area Design                     |
| 6. Easement Staking                            | 18. Park Design                                |
| 7. Plat Filing Fees                            | 19. Concurrency Application                    |
| 8. Plat & Easement Processing                  | 20. Contract Administration (CEI)              |
| 9. Land Use Planning                           | 21. Project Bidding                            |
| 10. Platting                                   | 22. Cost Estimating                            |
| 11. Ownership Issues at Proposed New Access    | 23. Offsite Roadway Improvements at New Access |
| 12. PUD MOD related to Proposed Use and Access | 24. Signalization                              |
|  | 25. Revised Pump Station Design                |



**ENGLAND-THIMS & MILLER, INC.  
HOURLY FEE SCHEDULE - 2019**

Principal – Vice President .....	\$244.00/Hr.
Senior Engineer .....	\$194.00/Hr.
Engineer .....	\$151.00/Hr.
Project Manager .....	\$178.00/Hr.
Senior Planner .....	\$178.00/Hr.
Planner .....	\$146.00/Hr.
Senior Landscape Architect .....	\$163.00/Hr.
Landscape Architect .....	\$146.00/Hr.
Senior Engineering Designer / Senior LA Designer .....	\$146.00/Hr.
Engineering/Landscape Designer .....	\$125.00/Hr.
CADD/GIS Technician .....	\$118.00/Hr.
Administrative Support .....	\$81.00/Hr.

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule.

**APPROVAL**

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
England-Thims & Miller, Inc.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Meadow View at Twin Creeks Community Development District



7.





**WORK ORDER #01 -  
ADDITIONAL LIGHTING &  
POWER AT POOL DECK**

Job Name: BEACON LAKE AMENITY - ADDITIONAL SCOPE

Date: 1/26/2019

Job Number: 17-14

Meadow View at Twin Creeks CDD

475 West Town Place, Suite 114

St. Augustine, Florida 32092

Attn: Aaron Lyman

Email: [alyman@bbxcapital.com](mailto:alyman@bbxcapital.com)

**Description**

**Amount**

Provide all necessary supervision, labor, materials, tools, and equipment to complete the below listed Project Enhancements as coordinated with the Owner and Architect onsite:

- |   |    |        |
|---|----|--------|
| 1. Furnish and install two (2) each additional 120-volt quad receptacles with four (4) each dedicated circuits mounted on a 4x4 wood post to include all necessary conduit, wire, and breakers per the attached drawing.                            | \$ | 2,929  |
| 2. Furnish and install additional site lighting to include: three (3) each ground mounted flood lights, two (2) each tree mounted flood lights, and one (1) each wall mounted wall pack per the attached drawing provided by the Architect and EOR. | \$ | 10,191 |

**Qualifications:**

1. Lead time for fixtures is approximately 6-weeks upon receipt of approved Work Order.
2. All fixtures noted above are per the attached drawing and will match the existing lighting.
3. The two (2) each additional 120-volt quad receptacles will be fed from Panel PM.
4. All landscape restoration/clean-up will be handled by the Owner's Landscape Maintenance Contractor as needed.
5. Tree mounted flood lights will be mounted using tree straps and exposed conduit painted black.

Subtotal	\$	13,120
DSC OH & P @ 10%	\$	1,312
Subtotal	\$	14,432
Insurance @ 1%	\$	144

**TOTAL COST**

**\$ 14,576**

Please execute this work order request in the space provided below to authorize DSC to proceed with the work as stated herein. DSC shall proceed with the work as stated herein upon receipt of this Work Order signed by an authorized project representative.

Owner:

Architect:

*Michael Suras*

Date

Date

*2/16/19*

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## WORK ORDER #02 - FOYER PLASTER FINISH

Job Name: BEACON LAKE AMENITY - ADDITIONAL SCOPE

Date: 1/28/2019

Job Number: 17-14

Meadow View at Twin Creeks CDD

475 West Town Place, Suite 114

St. Augustine, Florida 32092

Attn: Aaron Lyman

Email: [aalyman@bbxcapital.com](mailto:aalyman@bbxcapital.com)

Description	Amount
Provide all necessary supervision, labor, materials, tools, and equipment to complete the painting of the Foyer plaster walls and radius box beams to include all necessary prep, priming, and two (2) coats of finish paint.	\$ 3,004

### Qualifications:

1. Physical mock-up sample approved by Basham & Lucas on 1/21/2019.

Subtotal	\$	3,004
DSC OH & P @ 10%	\$	300
Subtotal	\$	3,304
Insurance @ 1%	\$	33
TOTAL COST	\$	3,337

Please execute this work order request in the space provided below to authorize DSC to proceed with the work as stated herein. DSC shall proceed with the work as stated herein upon receipt of this Work Order signed by an authorized project representative.

Owner:

Architect:

Michael Lucas

Date

2/6/19

Date

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## WORK ORDER #03 - DEMO KITCHEN CAMERA

Job Name: BEACON LAKE AMENITY - ADDITIONAL SCOPE

Date: 1/28/2019

Job Number: 17-14

Meadow View at Twin Creeks CDD

475 West Town Place, Suite 114

St. Augustine, Florida 32092

Attn: Aaron Lyman

Email: [alyman@bbxcapital.com](mailto:alyman@bbxcapital.com)

Description	Amount
Provide all necessary supervision, labor, materials, tools, and equipment to complete the "Demonstration Kitchen Camera" to include: one (1) each network camera, seven (7) each video decoders, power over ethernet injector, and all necessary wire & cables.	\$ 7,062

### Qualifications:

1. Network camera to be: AXIS P3915-R Mk II (cut sheet attached).
2. Video decoders to be: AXIS T8705 (cut sheet attached).
3. The network camera and video decoders will allow HDTV 1080p to be displayed on seven (7) televisions.
4. Location of the network camera to be mounted per the attached drawing.
5. Optional integrated audio/external microphone is excluded.

Subtotal	\$ 7,062
DSC OH & P @ 10%	\$ 706
Subtotal	\$ 7,768
Insurance @ 1%	\$ 78

**TOTAL COST** \$ 7,846

Please execute this work order request in the space provided below to authorize DSC to proceed with the work as stated herein. DSC shall proceed with the work as stated herein upon receipt of this Work Order signed by an authorized project representative.

Owner:

\_\_\_\_\_

Date

Architect:



2/6/19  
Date

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# WORK ORDER #04 - ADDITIONAL LANDSCAPE

Job Name: BEACON LAKE AMENITY - ADDITIONAL SCOPE  
Job Number: 17-14

Date: 1/28/2019

Meadow View at Twin Creeks CDD  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: Aaron Lyman  
Email: [alyman@bbxcapital.com](mailto:alyman@bbxcapital.com)

Description	Amount
Provide all necessary supervision, labor, materials, tools, and equipment to complete the below listed Landscape Project Enhancements as coordinated with the Owner and Architect onsite:	\$ 17,307

1. Remove existing specified plant material and install 20-EA 45-gallon Podocarpus.
2. Remove existing specified plant material and install 70-EA 7-gallon Burfordi Holly.
3. Install 20-EA 15-gallon Podocarpus.
4. Install 133-EA 3-gallon Loropetalum.
5. Remove existing plant material and make annual beds for Grand Opening to include all necessary top soil.
6. Remove existing specified clean shell at Stop-A-While 'B' and install crimson red rock.
7. Install 8-EA 3-gallon Loropetalum.
8. Install 8-EA 7-gallon Burfordi Holly.
9. Install 20-EA Drift Roses.
10. Install 25-EA 3-gallon Muhly Grass.

Subtotal	\$ 17,307
DSC OH & P @ 10%	\$ 1,731
Subtotal	\$ 19,038
Insurance @ 1%	\$ 190
<b>TOTAL COST</b>	<b>\$ 19,228</b>

Please execute this work order request in the space provided below to authorize DSC to proceed with the work as stated herein. DSC shall proceed with the work as stated herein upon receipt of this Work Order signed by an authorized project representative.

Owner:

\_\_\_\_\_  
Architect:  
Michael Lucas

\_\_\_\_\_  
Date  
2/6/19  
\_\_\_\_\_  
Date





**WORK ORDER #05 -  
ENTRANCE ELECTRIC  
ADDITIONS & RE-WORK**

Job Name: BEACON LAKE AMENITY - ADDITIONAL SCOPE

Date: 1/28/2019

Job Number: 17-14

Meadow View at Twin Creeks CDD  
475 West Town Place, Suite 114  
St. Augustine, Florida 32082

Attn: Aaron Lyman  
Email: [alyman@bbbxcapital.com](mailto:alyman@bbbxcapital.com)

Description	Amount
Provide all necessary supervision, labor, materials, tools, and equipment to complete the below listed items for the Beacon Lake Entrance:	

- |   |    |       |
|---|----|-------|
| 1. Furnish and install two (2) each 120-volt GFCI duplex receptacles at the Entrance Sign for temporary seasonal lighting. The receptacles will be installed on either side of the Entrance Sign and will be mounted on the existing sign lights' post assemblies. The receptacles will be connected to the existing Entrance Sign light circuit and therefore will be controlled via the time clock. | \$ | 697   |
| 2. Inspect existing site lighting and make necessary repairs at the Entrance due to landscape repairs and/or upgrades, site grading re-work, and added site drainage. Does not include new fixtures and/or replacement parts.   | \$ | 2,379 |

**Qualifications:**

1. Reference attached photos for damages to include: fixture damage and/or displacement, buried and/or submerged fixtures, and damaged wire.
2. This proposal does not include new fixtures or replacement parts. Fixtures will be reset and adjusted back to the original elevations.
3. Please note all electrical work was originally installed properly, per code, and passed all necessary/required inspections.

Subtotal	\$	3,076
DSC OH & P @ 10%	\$	308
Subtotal	\$	3,384
Insurance @ 1%	\$	34

<b>TOTAL COST</b>	\$	<b>3,418</b>
-------------------	----	--------------

Please execute this work order request in the space provided below to authorize DSC to proceed with the work as stated herein. DSC shall proceed with the work as stated herein upon receipt of this Work Order signed by an authorized project representative.

Owner:

Architect:

Michael Lucas

12740 Atlantic Blvd., Suite 7 - Jacksonville, FL 32225-6111

Date

2/6/19

Date

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*D.*



# ***Meadow View at Twin Creek Community Development District***

**9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257**

## **Memorandum**

**Date:** February 2019

**To:** Meadow View at Twin Creek Board of Supervisors  
Jim Oliver, Richard Whetsel

**From:** Danielle Simpson, Leah Tincher & Brian Stephens  
Facility Operations Manager, Facility Manager & Operations Manager

**Re:** Meadow View at Twin Creek CDD  
Monthly Operations Report

The following is a summary of activities related to the Operations of the Meadow View at Twin Creek Community Development District.

### **Landscape/Irrigation:**

- None at this time

### **Amenities:**

- Completed Facility Walk-thru/Turnover with Mike Smith
- Assisted in Soft Opening preparation and staffing on February 2<sup>nd</sup>
- Coordinated with District Management and Comcast regarding phone lines, WI-FI and internet
- Coordinated with Softico regarding fitness equipment assembly, delivery and installation
- IT was on-site for technical issues and facility set up
- Wellbeats is scheduled to be installed on Friday, February 15<sup>th</sup>
- Continued to work with District Counsel and Management on policies, facility forms, safety plan and rates
- Assisted in Grand Opening preparation and staffing for February 23<sup>rd</sup>
- Reviewed kitchenware list, shelving and storage with Lisa
- Purchased and received all aquatic supplies, office supplies, AED's that were approved by Board
- Set up account with Southeastern Paper Company for restroom and paper product supplies
- RMS continues Pool Service three (3) days a week
- Obtained two (2) proposals regarding kayak, canoes and equipment purchases
- Obtained four (4) janitorial proposals
- Initiated steps for Manager's and staff's food handler cards
- Met with Jessica with Restaurant Compliant Solution in preparation for DOH inspection
- Contacted Comcast and reduced static IP addresses by 12



- Set up training with Atlantic Security for access cards, security cameras, sound system, etc. on Tuesday, February 19<sup>th</sup>
- Set up on-site meetings with Sysco, Seabreeze and US Foods for food, supplies, etc.
- Contacted Micamy regarding office furniture; it was approved and check was submitted
- Splashtacular invoices for slide structure security panels were ordered, paid and delivered

**Other Projects:**

- We are currently working with Blackcreek Outfitters and Progressive Water Sports for kayak and canoe pricing.

Should you have any questions or comments regarding the above information, please feel free to contact me at (602) 373-7227 or Rich at (904) 759-8923.



*FOURTEENTH ORDER OF BUSINESS*



*A.*



*Meadow View at Twin Creeks*  
*Community Development District*

*Unaudited Financial Statements*

*as of*

*January 31, 2019*



*Meadow View at Twin Creeks*

*Community Development District*

*Combined Balance Sheet*

January 31, 2019

	<i>General</i>	<i>Debt Service</i>	<i>Capital Project</i>	<i>Totals</i>
<b><u>Assets:</u></b>				
Cash	\$311,187	---	---	\$311,187
Investments:				
<b><u>Series 2016 A1</u></b>				
Reserve	---	\$133,385	---	\$133,385
Interest	---	\$0	---	\$0
Revenue	---	\$72,267	---	\$72,267
<b><u>Series 2016 A2</u></b>				
Reserve	---	\$68,870	---	\$68,870
Interest	---	\$0	---	\$0
Revenue	---	\$51,152	---	\$51,152
Prepayment	---	\$799,563	---	\$799,563
Construction	---	---	\$288	\$288
<b><u>Series 2016 B</u></b>				
Reserve	---	\$282,150	---	\$282,150
Interest	---	\$73	---	\$73
Revenue	---	\$3	---	\$3
Prepayment	---	\$894	---	\$894
Construction	---	---	\$589	\$589
<b><u>Series 2018 A1</u></b>				
Reserve	---	\$183,830	---	\$183,830
Interest	---	\$458,708	---	\$458,708
Revenue	---	\$162	---	\$162
Construction	---	---	\$9,319,425	\$9,319,425
COI	---	---	\$15,506	\$15,506
<b><u>Series 2018 A2</u></b>				
Reserve	---	\$156,288	---	\$156,288
Interest	---	\$400,862	---	\$400,862
Revenue	---	\$142	---	\$142
Due From Developer	\$69,696	---	---	\$69,696
Due From Other	\$3,330	---	---	\$3,330
Electric Deposits	\$1,530	---	---	\$1,530
<b><u>Total Assets</u></b>	<b><u>\$385,743</u></b>	<b><u>\$2,608,349</u></b>	<b><u>\$9,335,807</u></b>	<b><u>\$12,329,899</u></b>
<b><u>Liabilities:</u></b>				
Accounts Payable	\$211,587	---	---	\$211,587
<b><u>Fund Balances:</u></b>				
Restricted for Capital Projects	---	---	\$9,335,807	\$9,335,807
Restricted for Debt Service	---	\$2,608,349	---	\$2,608,349
Unassigned	\$174,156	\$0	---	\$174,156
<b><u>Total Liabilities &amp; Fund Equity</u></b>	<b><u>\$385,743</u></b>	<b><u>\$2,608,349</u></b>	<b><u>\$9,335,807</u></b>	<b><u>\$12,329,899</u></b>



# Meadow View at Twin Creeks

## Community Development District

### GENERAL FUND

Statement of Revenues & Expenditures  
For The Period Ending January 31, 2019

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru 1/31/19</i>	<i>Thru 1/31/19</i>	<i>Variance</i>

#### REVENUES:

<i>Developer Contributions</i>	\$639,014	\$142,006	\$142,006	\$0
<i>Assessments - Direct</i>	\$301,988	\$212,221	\$212,221	\$0

#### **TOTAL REVENUES**

<b>\$941,002</b>	<b>\$354,227</b>	<b>\$354,227</b>	<b>\$0</b>
------------------	------------------	------------------	------------

#### EXPENDITURES:

##### ADMINISTRATIVE:

<i>Engineering</i>	\$12,000	\$4,000	\$5,286	(\$1,286)
<i>Attorney Fees</i>	\$30,000	\$10,000	\$12,472	(\$2,472)
<i>Annual Audit</i>	\$4,000	\$0	\$0	\$0
<i>Arbitrage</i>	\$1,200	\$0	\$0	\$0
<i>Dissemination</i>	\$5,000	\$1,667	\$2,167	(\$500)
<i>Trustee Fees</i>	\$10,000	\$10,000	\$11,062	(\$1,062)
<i>Management Fees</i>	\$45,000	\$15,000	\$15,000	\$0
<i>Information Technology</i>	\$2,000	\$667	\$667	(\$0)
<i>Telephone</i>	\$250	\$83	\$104	(\$21)
<i>Postage</i>	\$1,000	\$333	\$83	\$250
<i>Insurance</i>	\$6,171	\$6,171	\$5,610	\$561
<i>Printing and Binding</i>	\$4,000	\$1,333	\$2,458	(\$1,125)
<i>Legal Advertising</i>	\$3,000	\$1,000	\$444	\$556
<i>Other Current Charges</i>	\$500	\$167	\$463	(\$297)
<i>Office Supplies</i>	\$500	\$167	\$92	\$75
<i>Dues, Licenses &amp; Subscriptions</i>	\$175	\$175	\$175	\$0

#### **ADMINISTRATIVE EXPENDITURES**

<b>\$124,796</b>	<b>\$50,763</b>	<b>\$56,084</b>	<b>(\$5,321)</b>
------------------	-----------------	-----------------	------------------

##### AMENITY CENTER:

<i>Utilities</i>				
<i>Telephone</i>	\$6,000	\$2,000	\$0	\$2,000
<i>Electric</i>	\$55,000	\$18,333	\$5,581	\$12,752
<i>Water/Irrigation</i>	\$20,000	\$6,667	\$2,704	\$3,962
<i>Cable</i>	\$3,200	\$1,067	\$0	\$1,067
<i>Gas</i>	\$400	\$133	\$279	(\$146)
<i>Trash Removal</i>	\$6,000	\$2,000	\$0	\$2,000
<i>Security</i>				
<i>Security Monitoring</i>	\$1,200	\$400	\$0	\$400
<i>Access Cards</i>	\$1,000	\$333	\$0	\$333
<i>Contracted Security</i>	\$20,000	\$6,667	\$0	\$6,667
<i>Management Contracts</i>				
<i>Facility Management</i>	\$125,000	\$41,667	\$0	\$41,667
<i>Pool Attendants</i>	\$48,000	\$16,000	\$0	\$16,000
<i>Canoe Launch Attendant</i>	\$28,800	\$9,600	\$0	\$9,600
<i>Snack Bar Attendant</i>	\$16,640	\$5,547	\$0	\$5,547
<i>Field Mgmt / Admin</i>	\$25,000	\$8,333	\$5,000	\$3,333
<i>Pool Maintenance</i>	\$30,000	\$10,000	\$0	\$10,000
<i>Pool Chemicals</i>	\$15,000	\$5,000	\$1,650	\$3,350
<i>Janitorial</i>	\$12,000	\$4,000	\$0	\$4,000
<i>Facility Maintenance</i>	\$15,000	\$5,000	\$2,450	\$2,550



# Meadow View at Twin Creeks

## Community Development District

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending January 31, 2019

	<i>Adopted Budget</i>	<i>Prorated Thru 1/31/19</i>	<i>Actual Thru 1/31/19</i>	<i>Variance</i>
<b><i>AMENITY CENTER CONTINUED</i></b>				
Repairs & Maintenance	\$10,000	\$3,333	\$0	\$3,333
Maintenance Reserves	\$0	\$0	\$0	\$0
Capital Projects	\$0	\$0	\$0	\$0
Snack Bar Inventory- CGS	\$0	\$0	\$0	\$0
Food Service License	\$250	\$83	\$0	\$83
Special Events	\$30,000	\$10,000	\$0	\$10,000
Holiday Decorations	\$9,000	\$3,000	\$0	\$3,000
Fitness Center Repairs/Supplies	\$0	\$0	\$0	\$0
Office Supplies	\$500	\$167	\$0	\$167
ASCAP/BMI Licenses	\$1,000	\$333	\$0	\$333
Property Insurance	\$40,000	\$24,223	\$24,223	\$0
<b><i>AMENITY CENTER EXPENDITURES</i></b>	<b>\$518,990</b>	<b>\$183,886</b>	<b>\$41,888</b>	<b>\$141,999</b>
<b><i>GROUND MAINTENANCE EXPENDITURES</i></b>				
Hydrology Quality/Mitigation	\$6,400	\$2,133	\$0	\$2,133
Electric	\$2,200	\$733	\$1,490	(\$757)
Landscape Maintenance	\$125,000	\$41,667	\$92,320	(\$50,654)
Landscape Contingency	\$5,000	\$1,667	\$0	\$1,667
Lake Maintenance	\$12,000	\$4,000	\$0	\$4,000
Grounds Maintenance	\$12,000	\$4,000	\$0	\$4,000
Pump Repairs	\$2,500	\$833	\$0	\$833
Streetlighting	\$20,000	\$6,667	\$6,375	\$292
Streetlight Repairs	\$5,000	\$1,667	\$0	\$1,667
Irrigation Repairs	\$7,500	\$2,500	\$0	\$2,500
Miscellaneous	\$5,000	\$1,667	\$0	\$1,667
Contingency	\$94,616	\$31,539	\$5,395	\$26,144
<b><i>GROUNDS MAINTENANCE EXPENDITURES</i></b>	<b>\$297,216</b>	<b>\$99,072</b>	<b>\$105,580</b>	<b>(\$6,508)</b>
<b><i>TOTAL EXPENDITURES</i></b>	<b>\$941,002</b>	<b>\$333,721</b>	<b>\$203,551</b>	<b>\$130,170</b>
<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$0</b>		<b>\$150,676</b>	
<b><i>FUND BALANCE - Beginning</i></b>	<b>\$0</b>		<b>\$23,480</b>	
<b><i>FUND BALANCE - Ending</i></b>	<b>\$0</b>		<b>\$174,156</b>	



**Meadow View at Twin Creeks**  
**Community Development District**  
**General Fund**  
Month By Month Income Statement  
Fiscal Year 2019

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Revenues:</u></b>													
Developer Contributions	\$15,543	\$28,841	\$31,743	\$65,879	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$142,006
Assessments - Tax Roll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessments - Direct	\$56,676	\$23,585	\$40,828	\$91,132	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$212,221
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$72,219</b>	<b>\$52,426</b>	<b>\$72,571</b>	<b>\$157,011</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$354,227</b>
<b><u>Expenditures:</u></b>													
<b><u>Administrative</u></b>													
Engineering	\$2,276	\$1,207	\$1,803	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,286
Attorney Fees	\$4,217	\$8,255	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,472
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$917	\$417	\$417	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,167
Trustee Fees	\$1,580	\$0	\$9,482	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,062
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
Information Technology	\$167	\$167	\$167	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$667
Telephone	\$20	\$53	\$16	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104
Postage	\$24	\$54	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83
Insurance	\$5,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,610
Printing and Binding	\$1,654	\$191	\$351	\$262	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,458
Legal Advertising	\$444	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$444
Other Current Charges	\$426	\$9	\$17	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$463
Office Supplies	\$24	\$24	\$24	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Administrative Expenditures</b>	<b>\$21,284</b>	<b>\$14,126</b>	<b>\$16,031</b>	<b>\$4,642</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$56,084</b>
<b><u>Amenity Center</u></b>													
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$1,340	\$406	\$0	\$3,835	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,581
Water/Irrigation	\$0	\$0	\$141	\$2,563	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,704
Cable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$102	\$82	\$83	\$12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$279
Trash Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contracted Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Attendants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Canoe Launch Attendant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Snack Bar Attendant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Field Mgmt / Admin	\$0	\$1,667	\$1,667	\$1,667	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Pool Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Chemicals	\$0	\$0	\$0	\$1,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650
Janitorial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Maintenance	\$0	\$0	\$0	\$2,450	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,450



*Meadow View at Twin Creeks*  
**Community Development District**  
**General Fund**  
*Month By Month Income Statement*  
*Fiscal Year 2019*

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><i>Amenity Center Continued</i></b>													
Repairs & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Snack Bar Inventory- CGS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Food Service License	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fitness Center Repairs/Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASCAP/BMI Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Insurance	\$3,378	\$0	\$0	\$20,845	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,223
<b><i>Total Amenity Center Expenditures</i></b>	<b>\$4,820</b>	<b>\$2,154</b>	<b>\$1,891</b>	<b>\$33,023</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$41,888</b>
<b><i>Ground Maintenance Expenditures</i></b>													
Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$370	\$667	\$186	\$267	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,490
Landscape Maintenance	\$17,000	\$20,461	\$27,430	\$27,430	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,320
Landscape Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pump Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Streetlights	\$1,545	\$1,545	\$1,545	\$1,739	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,375
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$5,395	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,395
<b><i>Total Administrative</i></b>	<b>\$18,915</b>	<b>\$22,674</b>	<b>\$29,160</b>	<b>\$34,831</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$105,580</b>
<b><i>Total Expenses</i></b>	<b>\$45,019</b>	<b>\$38,954</b>	<b>\$47,082</b>	<b>\$72,496</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$203,551</b>
<b><i>Excess Revenues (Expenditures)</i></b>	<b>\$27,199</b>	<b>\$13,472</b>	<b>\$25,489</b>	<b>\$84,516</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,676</b>



*Meadow View at Twin Creeks  
Community Development District  
Funding Requests*

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Check Amount Developer</i>	<i>Requested Funding Amount FY 2017</i>	<i>Requested Funding Amount FY 2018</i>	<i>Requested Funding Amount FY 2019</i>	<i>Balance Due From Developer</i>
17	9/7/17	10/25/17	\$10,290.67	\$4,680.67	\$5,610.00	\$0.00	\$0.00
18	10/11/17	11/15/17	\$18,604.64	\$13,987.40	\$4,617.24	\$0.00	\$0.00
19	11/7/17	12/14/17	\$7,652.98	\$0.00	\$7,652.98	\$0.00	\$0.00
20	12/14/17	1/19/18	\$8,640.92	\$0.00	\$8,640.92	\$0.00	\$0.00
21	1/10/18	2/2/18	\$20,253.47	\$0.00	\$20,253.47	\$0.00	\$0.00
22	2/5/18	3/26/18	\$6,876.84	\$0.00	\$6,876.84	\$0.00	\$0.00
23	3/5/18	4/20/18	\$5,818.30	\$0.00	\$5,818.30	\$0.00	\$0.00
24	4/5/18	6/7/18	\$5,618.75	\$0.00	\$5,618.75	\$0.00	\$0.00
25	5/4/18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	5/9/18		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dep*		6/1/18	\$0.00	\$0.00	\$23,461.93	\$0.00	\$0.00
27	6/11/18	8/10/18	\$15,723.53	\$0.00	\$15,723.53	\$0.00	\$0.00
28	7/11/18	8/10/18	\$25,010.84	\$0.00	\$25,010.84	\$0.00	\$0.00
29	8/8/18	9/20/18	\$16,049.17	\$0.00	\$16,049.17	\$0.00	\$0.00
30	9/11/18	1/23/19	\$34,148.68	\$0.00	\$25,160.68	\$8,988.00	\$0.00
31	10/10/18	1/23/19	\$14,973.18	\$0.00	\$8,417.99	\$6,555.19	\$0.00
32	11/7/18	12/21/18	\$31,919.36	\$0.00	\$3,078.35	\$28,841.01	\$0.00
33	12/12/18	1/2/19	\$35,012.39	\$0.00	\$3,269.35	\$31,743.04	\$0.00
34	1/10/19	2/4/19	\$0.00	\$0.00	\$3,817.06	\$65,879.04	\$69,696.10
TOTAL			\$145,267.26	\$90,911.00	\$189,077.40	\$142,006.28	\$69,696.10

\*County Materials Corp Dep



# Meadow View at Twin Creeks

## Community Development District

### Debt Service Fund Series 2016 A1 & A2

#### Statement of Revenues & Expenditures

For The Period Ending January 31, 2019

<i>Adopted Budget</i>	<i>Prorated Thru 1/31/19</i>	<i>Actual Thru 1/31/19</i>	<i>Variance</i>
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#### REVENUES:

<i>Special Assessments - 2016 A1</i>	\$443,376	\$68,775	\$68,775	\$0
<i>Special Assessments - 2016 A2</i>	\$229,350	\$59,194	\$59,194	\$0
<i>Prepayments A2</i>	\$0	\$0	\$772,046	\$772,046
<i>Interest Income</i>	\$600	\$200	\$1,402	\$1,202

#### **TOTAL REVENUES**

\$673,326	\$128,169	\$901,416	\$773,247
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#### EXPENDITURES:

##### Series 2016 A1

<i>Interest Expense - 11/01</i>	\$169,125	\$169,125	\$169,125	\$0
<i>Interest Expense - 05/01</i>	\$169,125	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$105,000	\$0	\$0	\$0

##### Series 2016 A2

<i>Interest Expense - 11/01</i>	\$92,510	\$92,510	\$92,510	\$0
<i>Principal - Prepayment 11/1</i>	\$0	\$0	\$1,475,000	(\$1,475,000)
<i>Interest Expense - 05/01</i>	\$92,510	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$45,000	\$0	\$0	\$0

#### **TOTAL EXPENDITURES**

\$673,270	\$261,635	\$1,736,635	(\$1,475,000)
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#### OTHER SOURCES/(USES)

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	(\$92)	(\$92)
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#### **TOTAL OTHER SOURCES AND USES**

\$0	\$0	(\$92)	(\$92)
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#### **EXCESS REVENUES (EXPENDITURES)**

\$56	(\$835,311)
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#### *FUND BALANCE - Beginning*

\$322,305	\$1,960,548
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#### *FUND BALANCE - Ending*

\$322,361	\$1,125,237
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# Meadow View at Twin Creeks

## Community Development District

### *Debt Service Fund Series 2016 B*

Statement of Revenues & Expenditures  
For The Period Ending January 31, 2019

<i>Adopted Budget</i>	<i>Prorated Thru 1/31/19</i>	<i>Actual Thru 1/31/19</i>	<i>Variance</i>
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#### **REVENUES:**

<i>Special Assessments - 2016 B</i>	\$564,300	\$25,328	\$25,328	\$0
<i>Special Assessments - Prepayments</i>	\$0	\$0	\$3,400,000	\$3,400,000
<i>Interest Income</i>	\$600	\$200	\$1,254	\$1,054

#### ***TOTAL REVENUES***

\$564,900	\$25,528	\$3,426,582	\$3,401,054
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#### **EXPENDITURES:**

<i>Interest Expense - 11/01</i>	\$282,150	\$282,150	\$282,150	\$0
<i>Principal Expense - 11/01 (Prepayment)</i>	\$0	\$0	\$3,400,000	(\$3,400,000)
<i>Interest Expense - 12/15</i>	\$0	\$0	\$26,067	
<i>Interest Expense - 05/01</i>	\$282,150	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$0	\$0	\$0	\$0

#### ***TOTAL EXPENDITURES***

\$564,300	\$282,150	\$3,708,217	(\$3,400,000)
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#### **OTHER SOURCES/(USES)**

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	(\$283)	(\$283)
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#### ***TOTAL OTHER SOURCES AND USES***

\$0	\$0	(\$283)	(\$283)
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#### ***EXCESS REVENUES (EXPENDITURES)***

\$600	(\$281,918)
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#### ***FUND BALANCE - Beginning***

\$0	\$565,039
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#### ***FUND BALANCE - Ending***

\$600	\$283,121
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# Meadow View at Twin Creeks

## Community Development District

### Debt Service Fund Series 2018 A1/A2

#### Statement of Revenues & Expenditures

For The Period Ending January 31, 2019

<i>Proposed Budget</i>	<i>Prorated Thru 1/31/19</i>	<i>Actual Thru 1/31/19</i>	<i>Variance</i>
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#### REVENUES:

<i>Special Assessments - 2016 B</i>	\$0	\$0	\$0	\$0
<i>Special Assessments - Prepayments</i>	\$0	\$0	\$0	\$0
<i>Interest Income</i>	\$0	\$0	\$424	\$424

#### **TOTAL REVENUES**

\$0	\$0	\$424	\$424
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#### EXPENDITURES:

##### 2018 A1

<i>Interest Expense - 11/01</i>	\$0	\$0	\$0	\$0
<i>Interest Expense - 05/01</i>	\$0	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$0	\$0	\$0	\$0

##### 2018 A2

<i>Interest Expense - 11/01</i>	\$0	\$0	\$0	\$0
<i>Interest Expense - 05/01</i>	\$0	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$0	\$0	\$0	\$0

#### **TOTAL EXPENDITURES**

\$0	\$0	\$0	\$0
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#### OTHER SOURCES/(USES)

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	(\$55)	(\$55)
<i>Bonds Proceeds</i>	\$0	\$0	\$1,199,623	\$1,199,623

#### **TOTAL OTHER SOURCES AND USES**

\$0	\$0	\$1,199,567	\$1,199,567
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#### **EXCESS REVENUES (EXPENDITURES)**

\$0	\$1,199,991
-----	-------------

#### *FUND BALANCE - Beginning*

\$0	\$0
-----	-----

#### *FUND BALANCE - Ending*

<u>\$0</u>	<u>\$1,199,991</u>
------------	--------------------



***Meadow View at Twin Creeks***  
***Community Development District***  
***Capital Projects Fund Series 2016***  
*Statement of Revenues & Expenditures*  
*For The Period Ending January 31, 2019*

	Series 2016 A1/A2	Series 2016 B	Series 2018
<b><u>REVENUES:</u></b>			
Interest Income	\$0	\$69	\$3,833
<b><i>TOTAL REVENUES</i></b>	<b>\$0</b>	<b>\$69</b>	<b>\$3,833</b>
<b><u>EXPENDITURES:</u></b>			
Capital Outlay	\$0	\$218,576	\$2,593,968
Cost of Issuance	\$0	\$0	\$335,575
<b><i>TOTAL EXPENDITURES</i></b>	<b>\$0</b>	<b>\$218,576</b>	<b>\$2,929,543</b>
<b><u>OTHER SOURCES/(USES)</u></b>			
Interfund Transfer In (Out)	\$92	\$283	\$55
Bond Proceeds	\$0	\$0	\$12,260,585
<b><i>TOTAL OTHER SOURCES/(USES)</i></b>	<b>\$92</b>	<b>\$283</b>	<b>\$12,260,640</b>
<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$92</b>	<b>(\$218,224)</b>	<b>\$9,334,931</b>
<b><i>FUND BALANCE - Beginning</i></b>	<b>\$195</b>	<b>\$218,813</b>	<b>\$0</b>
<b><i>FUND BALANCE - Ending</i></b>	<b>\$288</b>	<b>\$589</b>	<b>\$9,334,931</b>



***Meadow View at Twin Creeks***  
***Community Development District***  
***Long Term Debt Report***

<b>Series 2016 A1 Special Assessment Bonds</b>	
Interest Rate:	4.5% -5.5%
Maturity Date:	11/1/47
Reserve Fund Definition:	30% of Max Annual Debt Service
Reserve Fund Requirement:	\$133,012.50
Reserve Balance:	\$133,384.89
Bonds outstanding - 10/26/2016	\$6,640,000
Less: May 1, 2017	\$0
Less: May 1, 2018	(\$100,000)
Current Bonds Outstanding	\$6,540,000

<b>Series 2016 A2 Special Assessment Bonds</b>	
Interest Rate:	5.80%
Maturity Date:	11/1/47
Reserve Fund Definition:	30% of Max Annual Debt Service
Reserve Fund Requirement:	\$114,483.00
Reserve Balance:	\$68,870.00
Bonds outstanding - 10/26/2016	\$5,390,000
Less: May 1, 2017	\$0
Less: May 1, 2018	(\$70,000)
Less: May 1, 2018 (Prepayment)	(\$1,075,000)
Less: August 1, 2018 (Prepayment)	(\$1,055,000)
Less: November 1, 2018 (Prepayment)	(\$1,475,000)
Current Bonds Outstanding	\$1,715,000

<b>Series 2016 B Special Assessment Bonds</b>	
Interest Rate:	6.00%
Maturity Date:	11/1/26
Reserve Fund Definition:	6 months of Interest
Reserve Fund Requirement:	\$282,150.00
Reserve Balance:	\$282,150.00
Bonds outstanding - 10/26/2016	\$9,405,000
Less: May 1, 2017	\$0
Less: November 1, 2018 (Prepayment)	(\$3,400,000)
Current Bonds Outstanding	\$6,005,000

<b>Series 2018 A1 Special Assessment Bonds</b>	
Interest Rate:	4.25%-5.8%
Maturity Date:	5/1/49
Reserve Fund Definition:	30% of MADS
Reserve Fund Requirement:	\$183,765.00
Reserve Balance:	\$183,829.95
Bonds outstanding - 11/19/2018	\$8,955,000
Current Bonds Outstanding	\$8,955,000

<b>Series 2018 A2 Special Assessment Bonds</b>	
Interest Rate:	5.60%-5.80%
Maturity Date:	5/1/49
Reserve Fund Definition:	30% of MADS
Reserve Fund Requirement:	\$156,288.00
Reserve Balance:	\$156,288.00
Bonds outstanding - 11/19/2018	\$7,535,000
Current Bonds Outstanding	\$7,535,000



*B.*



**MEADOWVIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2019 ASSESSMENT RECEIPTS**

ASSESSED	# UNITS	SERIES 2016A-1 DEBT SERVICE NET	SERIES 2016A-2 DEBT SERVICE NET	SERIES 2016B DEBT SERVICE NET	FY19 O&M NET	TOTAL ASSESSED
HEARTWOOD 23 LLC	727	140,085.67	120,570.83	564,300.00	163,313.64	988,270.14
MATTAMY JACKSONVILLE, LLC	91	138,636.33	-	-	63,389.23	202,025.56
DREAM FINDERS HOMES, LLC	114	164,653.53	-	-	75,285.00	239,938.53
<b>SUBTOTAL SERIES 2016 LOTS</b>	<b>932</b>	<b>443,375.53</b>	<b>120,570.83</b>	<b>564,300.00</b>	<b>301,987.87</b>	<b>1,430,234.23</b>
<b>TAX ROLL ASSESSED</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL ASSESSED</b>	<b>932</b>	<b>443,375.53</b>	<b>120,570.83</b>	<b>564,300.00</b>	<b>301,987.87</b>	<b>1,430,234.23</b>

DUE / RECEIVED	BALANCE DUE	SERIES 2016A-1 DEBT SERVICE RECEIVED	SERIES 2016A-2 DEBT SERVICE RECEIVED	SERIES 2016B DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
HEARTWOOD 23 LLC	606,069.33	140,085.67	120,570.83	-	121,544.31	382,200.81
MATTAMY JACKSONVILLE, LLC	170,330.94	-	-	-	31,694.62	31,694.62
DREAM FINDERS HOMES, LLC	-	164,653.53	-	-	75,285.00	239,938.53
<b>DIRECT RECEIPTS</b>	<b>776,400.27</b>	<b>304,739.20</b>	<b>120,570.83</b>	<b>-</b>	<b>228,523.93</b>	<b>653,833.96</b>
<b>TAX ROLL RECEIPTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL RECEIPTS</b>	<b>776,400.27</b>	<b>304,739.20</b>	<b>120,570.83</b>	<b>-</b>	<b>228,523.93</b>	<b>653,833.96</b>

NO LOTS PLATTED IN TIME TO BE PLACED ON 2018 PROPERTY TAX BILLS. ASSESSMENTS INVOICED

DIRECTLY WITH PAYMENTS DUE IN INSTALLMENTS DUE 10/1/18, 1/1/19, 4/1/19, 7/1/19 FOR O&M AND 4/15/19, 10/15/19 FOR D/S

THERE IS AN ADDITIONAL \$639,014.06 DUE FOR DEVELOPER CONTRIBUTION

PERCENT COLLECTED DIRECT	69%	100%	0%	75.7%	45.7%
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*C.*



# Meadow View at Twin Creeks

Community Development District

Funding Request #35

February 12, 2019

PAYEE	GENERAL FUND
<b>1 England Thims &amp; Miller</b> November Professional Services Inv #189019 12/5/18 \$ 1,206.65 December Professional Services Inv #189369 1/10/19 \$ 1,347.08	
<b>2 Florida Natural Gas</b> December Amenity Center Gas Inv #266717ES 1/10/19 \$ 12.37	
<b>3 Governmental Management Services, LLC</b> February Management Fees Inv #38 2/1/19 \$ 4,503.65	
<b>4 Hopping Green &amp; Sams</b> December General Counsel Inv #104965 1/18/19 \$ 6,157.03	
<b>5 Life Safe Services</b> Automated External Defibrillator Service Annual Billing Inv #111070893 1/30/19 \$ 400.00 M5066A Phillips Onsite \$ 2,050.00	
<b>6 Micamy Design Studio</b> Office Furniture Freight and Delivery Inv #17-007.0-06 2/8/19 \$ 4,727.55	
<b>7 Municipalasset Management Inc</b> 1st Lease Payment for fitness equipment Inv #10252018M3 1/14/19 \$ 2,307.62 2nd Lease Payment for fitness equipment \$ 2,307.62	
<b>8 Poolsure</b> January Pool Chemical Inv #131295583713 1/29/19 \$ 975.00 February Pool Chemical Inv #131295583935 1/14/19 \$ 675.00	
<b>9 Riverside Management Services Inc</b> Operations Manangement Services February Inv #4 2/1/19 \$ 1,666.67	
<b>10 TECO Peoples Gas</b> December Gas Amenity Center 1/9/19 \$ 183.67 January Gas Amenity Center 1/9/20 \$ 83.41	
<b>11 Splashtacular</b> 2 Fiberglass Slide Covers Inv #51908 1/29/19 \$ 3,310.00 Custom Netting Slide Covers Inv #51908 1/29/19 \$ 2,085.00	
<b>12 West Orange Nurseries, Inc.</b> January Monthly Lawn Maintenance Inv #11504 1/1/19 \$ 20,461.29 December Monthly Lawn Maintenance - Amenity Inv #11523 12/21/18 \$ 6,968.21 January Monthly Lawn Maintenance - Amenity Inv #11524 1/1/19 \$ 6,968.21 February Monthly Lawn Maintenance - Amenity Inv #11526 2/1/19 \$ 6,968.21 February Monthly Lawn Maintenance Inv #11529 2/1/19 \$ 20,461.29	
<b>Total Funding Request</b>	<b>\$ 95,825.53</b>

Please make check payable to:

**Meadow View at Twin Creeks CDD**  
c/o GMS LLC  
475 West Town Place  
Suite 114  
St. Augustine FL 32092

Signature: \_\_\_\_\_  
Chairman/Vice Chairman

Signature: \_\_\_\_\_  
Secretary/Asst. Secretary



Meadow View at Twin Creeks Community  
Development District  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

December 5, 2018  
Project No: 17348.00000  
Invoice No: 0189019

Project 17348.00000 Meadow View at Twin Creek CDD - 2017/2018 General Consulting  
Services (WA#8)

**Professional Services rendered through November 30, 2018**

**Professional Personnel**

		Hours	Rate	Amount	
Project Manager					
Lockwood, Scott	11/10/2018	1.00	178.00	178.00	
Lockwood, Scott	11/17/2018	4.25	178.00	756.50	
Administrative Support					
Blair, Shelley	11/17/2018	1.50	81.00	121.50	
Totals		6.75		1,056.00	
<b>Total Labor</b>					<b>1,056.00</b>

**Expenses**

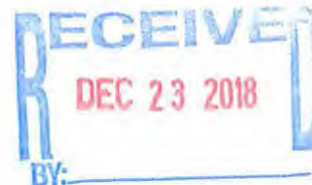
Reproductions				131.00	
<b>Total Expenses</b>		<b>1.15 times</b>	<b>131.00</b>		<b>150.65</b>

**Invoice Total this Period \$1,206.65**

**Outstanding Invoices**

Number	Date	Balance
0188210	8/31/2018	3,317.06
0188494	9/30/2018	3,078.35
0188566	10/31/2018	2,276.28
<b>Total</b>		<b>8,671.69</b>

**Total Now Due \$9,878.34**



**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32226 • Tel 904-642-8900 • Fax 904-646-0425  
CA-00002584 LC-00000115



Meadow View at Twin Creeks Community  
Development District  
9145 Narcoossee Road  
Suite A206  
Orlando, FL 32827

RECEIVED  
JAN 22 2019

January 10, 2019  
Project No: 17348.00000  
Invoice No: 0189369

BY: .....

Project 17348.00000 Meadow View at Twin Creek CDD - 2017/2018 General Consulting  
Services (WA#8)

Professional Services rendered through December 31, 2018

**Professional Personnel**

		Hours	Rate	Amount	
Project Manager					
Lockwood, Scott	12/1/2018	.75	178.00	133.50	
Lockwood, Scott	12/8/2018	1.00	178.00	178.00	
Lockwood, Scott	12/15/2018	2.75	178.00	489.50	
Inspector					
Hicks, Sommer	12/8/2018	3.00	118.00	354.00	
Administrative Support					
Blair, Shelley	12/15/2018	.50	81.00	40.50	
Blair, Shelley	12/22/2018	.50	81.00	40.50	
Totals		8.50		1,236.00	
<b>Total Labor</b>					<b>1,236.00</b>

**Expenses**

Mileage		50.69	
Reproductions		45.90	
<b>Total Expenses</b>	<b>1.15 times</b>	<b>96.59</b>	<b>111.08</b>

**Invoice Total this Period \$1,347.08**

**Outstanding Invoices**

Number	Date	Balance
0189019	11/30/2018	1,206.65
<b>Total</b>		<b>1,206.65</b>

**Total Now Due \$2,553.73**

**England-Thimig & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32226 • Tel: 904-412-8620 • Fax: 904-435-4465  
CA 00002894 LC-00000116



**Florida Natural Gas**P.O. Box 934726  
Atlanta, GA 31193-4726

Phone: 877-436-4427

Fax: 844-393-9006

Email: customerservice@onlyfng.com

# Invoice

MDG2019 00000400 01

Meadow View at Twin Creeks CDD dba Beacon Lakes Amenity Center  
Accounts Payable  
475 W. Town Place #114  
St Augustine, FL 32092-0000

Billing Group #:	39005
Invoice Date:	January 10, 2019
Invoice #:	268717ES
Due Date:	February 04, 2019
Current Charges:	\$13.17
Last Payment:	
Payment Date:	
Prior Balance Due:	\$0.00
Total Amount Due:	\$13.17



Description	Term	Therm	Cost
INSIDE FERC FGT Z3	12/03/18 - 01/03/19	11.60	\$5.34
Fuel	12/03/18 - 01/03/19	0.33	\$0.15
<b>Commodity Charges Sub Total:</b>		<b>11.93</b>	<b>\$5.49</b>
Transportation			\$0.93
<b>Transportation Charges Sub Total:</b>			<b>\$0.93</b>
Customer Charge			\$5.95
<b>Miscellaneous Charges Sub Total:</b>			<b>\$5.95</b>
<b>Pre-Tax Sub Total:</b>			<b>\$12.37</b>
Sales Taxes			\$0.80
<b>Taxes Sub Total:</b>			<b>\$0.80</b>
<b>Total Current Charges:</b>			<b>\$13.17</b>

Thank you for your business.



Please detach and remit this portion with your payment

Billing Group #:	39005
Invoice Date:	January 10, 2019
Invoice #:	268717ES
Due Date:	February 04, 2019
Current Charges:	\$13.17
Last Payment:	
Payment Date:	
Prior Balance Due:	\$0.00
Total Amount Due:	\$13.17
Amount Paid:	

Meadow View at Twin Creeks C  
Accounts Payable  
475 W. Town Place #114  
St Augustine, FL 32092-0000**Make Checks Payable To: Florida Natural Gas**

Please include your Billing Group # on your check.

**Wire/ACH Payment To:**

Bank: Wells Fargo Bank Atlanta GA

ABA #: 121000248

Acct Name: Florida Natural Gas

Account #: 2000036933330

**Mail Payment To:**

Florida Natural Gas  
P.O. Box 934726  
Atlanta, GA 31193-4726





Florida Natural Gas

Phone: 877-436-4427 Fax: 844-393-9006  
Email: customerservice@onlyfng.com

Page 2 of 2

Invoice #: 268717ES

### Account Detail

Service Address:	850 Beacon Lakes Pkwy	City, State:	St Johns, FL
Utility:	TECO - Peoples Gas	Utility Account #:	221004398311

### Current Charges

#### Natural Gas - Commodity

Description	Term	Therm	Price	Cost
INSIDE FERC FGT Z3	12/03/18 - 01/03/19	11.60	\$0.4600	\$5.34
Fuel	12/03/18 - 01/03/19	0.33	\$0.4600	\$0.15
Totals:		11.93		\$5.49

#### Transportation Charges

Description	Units	Price	Cost
Transportation	11.60	\$0.0801	\$0.93
Totals:			\$0.93

#### Miscellaneous Charges

Description	Cost
Customer Charge	\$5.95
Totals:	\$5.95

#### Taxes

Description	Cost
Florida State Tax	\$0.74
St. Johns County Tax	\$0.06
Totals:	\$0.80

Total Account Charges: \$13.17



**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice**

Invoice #: 38

Invoice Date: 2/1/19

Due Date: 2/1/19

Case:

P.O. Number:

**Bill To:**

Meadow View at Twin Creeks CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

RECEIVED  
FEB 07 2019

BY: .....

Description	Hours/Qty	Rate	Amount
Management Fees - February 2019		3,750.00	3,750.00
Information Technology - February 2019		166.67	166.67
Dissemination Agent Services - February 2019		416.67	416.67
Office Supplies		17.71	17.71
Postage		3.29	3.29
Copies		129.75	129.75
Telephone		19.56	19.56
Total			\$4,503.65
Payments/Credits			\$0.00
Balance Due			\$4,503.65



# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

January 18, 2019

Meadow View at Twin Creeks Community Development  
District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 104965  
Billed through 12/31/2018

## General Counsel

MVTCDD 00001 JLE

### FOR PROFESSIONAL SERVICES RENDERED

12/03/18	JLE	Review bid protest; email regarding the same; confer with Board Supervisor regarding the same.	0.20 hrs
12/04/18	JLE	Analyze issues regarding bid protest; follow-up regarding the same; confer with Board Supervisor regarding the same.	0.70 hrs
12/04/18	KCD	Research regarding bid protest remedies; document review; draft and revise bid protest dismissal order; call with client.	2.80 hrs
12/05/18	JLE	Prepare letter regarding Phase 2 bid award; conform forms of documents to bid; prepare order and letter regarding Townhomes bid project; confer with Board Supervisor regarding the same; confer with District Manager regarding special meeting; follow-up regarding the same; follow-up with counsel regarding bid protest correspondence.	5.80 hrs
12/05/18	LMG	Conference call regarding restaurant tax bill.	0.10 hrs
12/05/18	KCD	Review drafted documents and HOA procedures.	0.40 hrs
12/11/18	DKS	Conference call with Earlywine regarding John Hall's request for discharge of Bid Bond.	0.30 hrs
12/11/18	KCD	Research regarding repudiation of contract; draft demand letter.	2.00 hrs
12/13/18	JLE	Follow-up with agency staff on pool permit; review demand letter to bond company; follow-up regarding the same; prepare for Board meeting.	0.40 hrs
12/14/18	JLE	Prepare for, travel to and from, and attend Board meeting.	4.20 hrs
12/14/18	KCD	Prepare demand letter; research proper method for service; correspondence with district regarding payment.	0.50 hrs
12/18/18	LMG	Review and revise Phase 2 contract documents; prepare Townhomes contract documents.	1.40 hrs
12/19/18	DKS	Call with Earlywine and Bruce regarding strategy; draft and send response to Glenn Ray on bid bond.	0.80 hrs



12/19/18 JLE Confer with Simpson regarding pool policies; review and revise pool policies and safety plan; prepare email correspondence to agency staff; email to working group regarding the same; review correspondence regarding bid bond; follow-up call with Board Supervisor regarding the same. 2.60 hrs

12/27/18 JLE Follow-up with agency staff regarding pool permit. 0.20 hrs

Total fees for this matter \$5,827.00

**DISBURSEMENTS**

Travel 126.04

Conference Calls 50.83

Recording Fees 145.00

United Parcel Service 8.16

Total disbursements for this matter \$330.03

**MATTER SUMMARY**

Safriet, D. Kent 1.10 hrs 365 /hr \$401.50

Earlywine, Jere L. 14.10 hrs 275 /hr \$3,877.50

Diot, Kristen C. 5.70 hrs 215 /hr \$1,225.50

Gentry, Lauren M. 1.50 hrs 215 /hr \$322.50

TOTAL FEES \$5,827.00

TOTAL DISBURSEMENTS \$330.03

**TOTAL CHARGES FOR THIS MATTER \$6,157.03**

**BILLING SUMMARY**

Safriet, D. Kent 1.10 hrs 365 /hr \$401.50

Earlywine, Jere L. 14.10 hrs 275 /hr \$3,877.50

Diot, Kristen C. 5.70 hrs 215 /hr \$1,225.50

Gentry, Lauren M. 1.50 hrs 215 /hr \$322.50

TOTAL FEES \$5,827.00

TOTAL DISBURSEMENTS \$330.03

**TOTAL CHARGES FOR THIS BILL \$6,157.03**

**Please include the bill number on your check.**



LifeSafe Services LLC  
5971 Powers Avenue, #108  
Jacksonville, FL 32217  
(888) 767-0050

# INVOICE

**CLIENT – BILL TO:**

025-27133  
Beacon Lake - Riverside Management  
850 Beacon Lake Parkway  
St Augustine, FL 32095

**LOCATION**

025-27133  
Beacon Lake - Riverside Management  
850 Beacon Lake Parkway  
St Augustine, FL 32095

INVOICE #	PURCHASE ORDER #	DATE	TOTAL	TERMS
111070893		01/30/2019	\$2,583.25	Net 60

EQUIPMENT & SERVICES	QTY	RATE	AMOUNT
Basic Service for Client-Owned Automated External Defibrillator (AED) Annual Billing	2	200.00	400.00
M5066A Phillips Onsite	2	1,025.00	2,050.00T

*To pay by credit card, please call Sheryl @ (888) 767-0050, ext 13. Thank you!*

REMIT TO:  
LIFESAFE SERVICES LLC  
5971 Powers Ave, Suite 108  
Jacksonville, FL 32217

SUBTOTAL: 2,450.00  
SHIPPING:  
TAX: 133.25  
TOTAL: 2,583.25  
BALANCE DUE: \$2,583.25



BY: .....





**Micamy Design Studio**  
2619 Rolac Road  
Jacksonville, FL 32207  
Acct@MicamyDesign.com

**BILL TO**

Meadow View at Twin Creek CDD  
Attn: James Oliver  
475 W Town Place, Suite 114  
St. Augustine, FL 32092

**SHIP TO**

Beacon Lake Amenity  
Office Furniture

**INVOICE 17-007.0-06****DATE** 02/08/2019 **TERMS** Net 10**DUE DATE** 02/18/2019**TRACKING NO.**

17-007.0

**P.O. NUMBER**

17-007.0

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
<b>Furniture Fee</b>	Furniture Fee - Office Furniture	1	3,877.55	3,877.55
<b>Freight</b>	Freight	1	400.00	400.00
<b>Delivery and Set-Up</b>	Delivery & Install	1	450.00	450.00

**TOTAL DUE****\$4,727.55**



# MUNICIPAL ASSET MANAGEMENT, INC.

25288 FOOTHILLS DRIVE NORTH  
GOLDEN, CO 80401  
PHONE: 303-273-9494  
FAX: 303-273-9505  
EMAIL: PECOLLINGS@MAMGT.COM

## INVOICE

INVOICE NO: 10252018M3  
DATE: January 14, 2019

To: **Meadow View at Twin Creeks CCD**  
475 West Town Place  
St. Augustine, FL 32902

RECEIVED  
JAN 21 2019

BY: .....

TERMS
February 7, 2019

DESCRIPTION	AMOUNT
First (1) Lease Payment for Tax-Exempt Lease Purchase agreement dated October 25, 2018 between Meadow View at Twin Creek "Lessee" and Municipal Asset Management, Inc. "Lessor"	\$2,307.62

SUBTOTAL	\$2,307.62
TOTAL DUE	\$2,307.62

Please make check payable to **Municipal Asset Management** and mail it to the following address:

25288 Foothills Drive North  
Golden, CO 80401

If you have any questions concerning this invoice, call: Municipal Asset Management, Paul Collings, 303-273-9494

**THANK YOU FOR YOUR BUSINESS!**





## Invoice

Date  
Invoice #1/9/2019  
131295583713

1707 Townhurst Dr  
Houston TX 77043  
ar@poolsure.com  
800-858-POOL (7665)  
www.poolsure.com

Terms	Net 20
Due Date	1/29/2019
PO #	
Delivery Ticket #	Sales Order #1325110
Delivery Date	1/9/2019
Delivery Location	Meadow View at Twin Creeks CDD Pool
Customer #	13BEA030

**Bill To**  
Meadow View at Twin Creeks CDD  
475 West Town Place  
Suite 114  
St. Augustine FL 32092

**Ship To**  
Meadow View at Twin Creeks CDD  
755 Cr-210 W  
St Johns FL 32259

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

Item ID	Item	Quantity	Units	Rate	Amount
115-300	Bleach Minibulk Delivered	500	gal	1.50	750.00
160-050	Pool Acid bulk by Gallon	75	gal	3.00	225.00
<div>RECEIVED JAN 16 2019 BY: _____</div>					

Total 975.00  
Amount Due \$975.00

## Remittance Slip

Customer  
13BEA030  
Invoice #  
131295583713

Amount Due \$975.00

Amount Paid \_\_\_\_\_

Make Checks Payable To

Poolsure  
PO Box 55372  
Houston, TX 77255-5372



131295583713





## Invoice

Date  
Invoice #1/14/2019  
131295583935

1707 Townhurst Dr  
Houston TX 77043  
ar@poolsure.com  
800-858-POOL (7665)  
www.poolsure.com

<b>Terms</b>	Net 20
<b>Due Date</b>	2/3/2019
<b>PO #</b>	
<b>Delivery Ticket #</b>	Sales Order #1325125
<b>Delivery Date</b>	1/11/2019
<b>Delivery Location</b>	Meadow View at Twin Creeks CDD Activity Po...
<b>Customer #</b>	13BEA030

<b>Bill To</b>
Meadow View at Twin Creeks CDD 475 West Town Place Suite 114 St. Augustine FL 32092

<b>Ship To</b>	Meadow View at Twin Creeks CDD 755 Cr-210 W St Johns FL 32259
----------------	---

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

Item ID	Item	Quantity	Units	Rate	Amount
115-300	Bleach Minibulk Delivered	300	gal	1.50	450.00
160-050	Pool Acid bulk by Gallon	75	gal	3.00	225.00
<div>RECEIVED DEC 23 2018 BY: _____</div>					

**Total** 675.00  
**Amount Due** \$675.00

## Remittance Slip

**Customer**  
13BEA030  
**Invoice #**  
131295583935

**Amount Due** \$675.00

**Amount Paid** \_\_\_\_\_

**Make Checks Payable To**

Poolsure  
PO Box 55372  
Houston, TX 77255-5372



131295583935



Riverside Management Services, Inc

9655 Florida Mining Blvd West

Suite 305

Jacksonville, FL 32257

# Invoice

Date	Invoice #
2/1/2019	4

Bill To

Meadow View @ Twin Creeks CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

RECEIVED  
FEB 01 2019

BY: .....

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Operations Management Services - February 2019  320,538,4600	1,666.67	1,666.67
		Total	\$1,666.67

RAW  
2, 1, 19





## ACCOUNT INVOICE

peoplesgas.com



MEADOW VIEW AT TWIN CREEKS CDD BEACON LAKES  
AMENITY CENTER  
BEACON LAKES AMENITY CENTER  
850 BEACON LAKES PKWY  
ST AUGUSTINE, FL 32095

Statement Date: 01/09/2019

Account: 221004398311

**Past Due – Pay Immediately \$183.67**

**Current month's charges: \$83.41**

**Total amount due: \$267.08**

**Payment Due By: 01/30/2019**

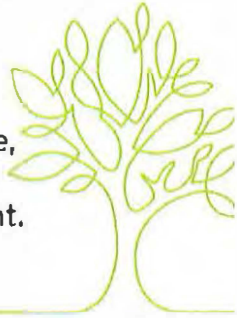
### Your Account Summary

Previous Amount Due	\$183.67
Payment(s) Received Since Last Statement	\$0.00
<b>Past Due – Pay Immediately</b>	<b>\$183.67</b>
<b>Current Month's Charges</b>	<b>\$83.41</b>
<b>Total Amount Due</b>	<b>\$267.08</b>

## Go paperless for perks!

Goodbye clutter. Hello convenience.

Paperless Billing is free, and a good way the environment.



and sign up > [tecoupport.com/paperlessbilling](http://tecoupport.com/paperlessbilling)

Amount not paid by due date may be assessed a late fee.



Best in Customer Residential Natural Gas in a row."

visit [jdpower.com/awards](http://jdpower.com/awards).

2/20/19  
Deadline

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



mail



phone



online



pay agent

See reverse side for more information

Account: 221004398311

**Past Due – Pay Immediately \$183.67**

**Current month's charges: \$83.41**

**Total amount due: \$267.08**

**Payment Due By: 01/30/2019**

**Amount Enclosed \$**

614346066108

00000517 01 AV 0.37 32092 FTECO101081823205110 00000 05 01000000 007 06 28450 002

MEADOW VIEW AT TWIN CREEKS CDD BEACON LAKES AMENITY



CENTER

BEACON LAKES AMENITY CENTER  
475 W TOWN PLACE, SUITE 114  
ST AUGUSTINE, FL 32092-3649

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

61434606610822100439831100000000267081



**Account:** 221004398311  
**Statement Date:** 01/09/2019  
**Current month's charges due** 01/30/2019

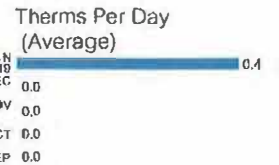
## Details of Current Month's Charges – Service from - 12/05/2018 to 01/04/2019

Service for: 850 BEACON LAKES PKWY, ST AUGUSTINE, FL 32095

Rate Schedule: General Service 2 - Transportation

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion	=	Total Used	Billing Period
ALQ12613	01/04/2019	10		0		10 CCF		1.043		1.1168		11.6 Therms	31 Days
<div> <div>Customer Charge</div> <div>Distribution Charge</div> <div>Swing Service Charge</div> <div>Florida Gross Receipts Tax</div> <div><b>Natural Gas Service Cost</b></div> <div><b>Other Fees and Charges</b></div> <div>Gas Late Payment Fee</div> <div><b>Total Other Fees and Charges</b></div> <div><b>Miscellaneous Charges</b></div> <div>Gas Management</div> <div><b>Total Miscellaneous Charges</b></div> <div><b>Total Current Month's Charges</b></div> </div> <div> <div>\$47.52</div> <div>11.6 THMS @ \$0.26035</div> <div>11.6 THMS @ \$0.02170</div> <div>\$0.31</div> <div><b>\$51.10</b></div> <div>\$2.31</div> <div><b>\$2.31</b></div> <div></div> <div>1 X \$30.0000</div> <div><b>\$30.00</b></div> <div><b>\$83.41</b></div> </div>													

### Peoples Gas Usage History



## Important Messages

### Important information about your deposit interest

Per the Florida Public Service Commission (FPSC) tariff requirements, TECO Peoples Gas pays interest annually on any customer cash deposit. As such, customers with a cash deposit on record is more than six months old (per the FPSC) receives a deposit interest credit on this bill.







# Invoice

401 N East St.  
Paola, KS 66071

RECEIVED  
FEB 06 2019

**BY:** .....

Date	Invoice #
1/29/19	51908

Bill To
Meadow View At Twin Creeks Community 475 West Town Place, Suite 114 St. Augustine, FL 32092

Ship To

P.O. No.	Project
	51908.St. Augustine, FL Beacon Lake

[illegible]



# Invoice



WEST ORANGE  
NURSERIES, INC.

4001 Avalon Road, Winter Garden, FL 34787  
T 407.877.2930  
www.westorangenurseries.com

DATE

1/1/2019

INVOICE #

11504

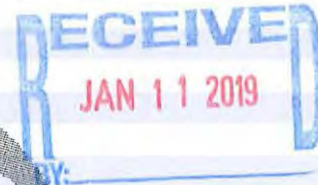
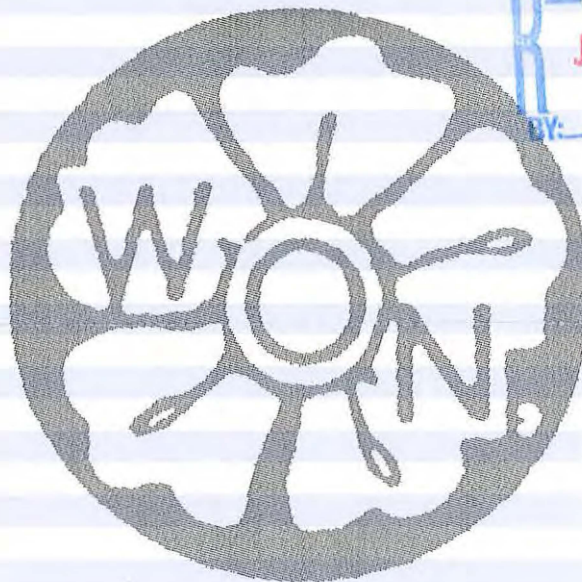
**BILL TO:**

Meadow View @ Twin Creeks  
C/O GMS  
475 West Town Place Suite 114  
St. Augustine, FL 32092

**SHIP TO:**

January 2019

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
			1/1/2019			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	Maintenance	Monthly Lawn Maintenance : January 2019			20,461.29	20,461.29



**TOTAL**

\$20,461.29



296791



# Invoice



**WEST ORANGE  
NURSERIES, INC.**

4001 Avalon Road . Winter Garden, FL 34787  
T 407.877.2930  
www.westorangenurseries.com

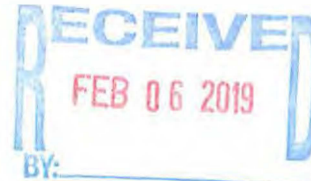
DATE	INVOICE #
12/21/2018	11523

**BILL TO:**

Meadow View @ Twin Creeks  
C/O GMS  
475 West Town Place Suite 114  
St. Augustine, FL 32092

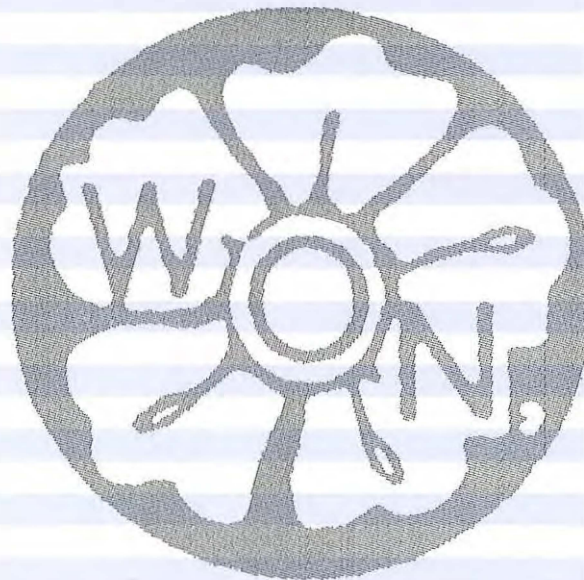
**SHIP TO:**

Beacon Amenity Maintenance  
December 2018



P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
			12/21/2018			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Maintenance	Monthly Lawn Maintenance : includes Pest Control & Fertilization to Property December 2018	6,968.21	6,968.21



**TOTAL** \$6,968.21



296791



4001 Avalon Road . Winter Garden, FL 34787  
T 407.877.2930  
[www.westorangenursuries.com](http://www.westorangenursuries.com)

DATE \_\_\_\_\_

1/1/2019

**INVOICE #**

11524

**BILL TO:**

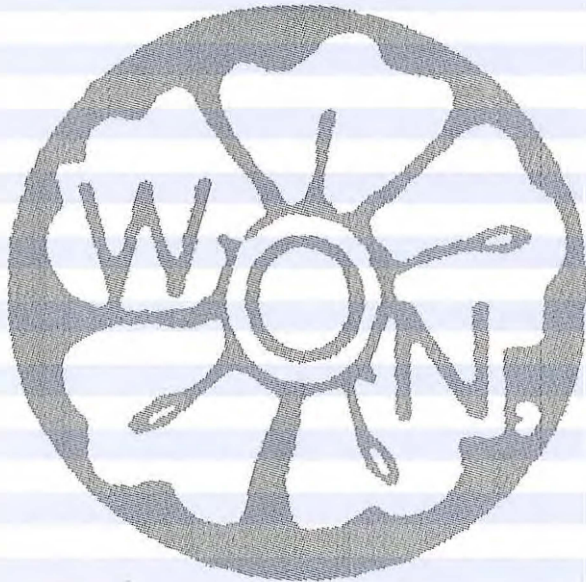
Meadow View @ Twin Creeks  
C/O GMS  
475 West Town Place Suite 114  
St. Augustine, FL 32092

## SHIP TO:

## Beacon Amenity Maintenance

### January 2019



P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
			1/1/2019			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	Maintenance	Monthly Lawn Maintenance : includes Pest Control & Fertilization to Property January 2019			6,968.21	6,968.21
						
					<b>TOTAL</b>	\$6,968.21





# Invoice



WEST ORANGE  
NURSERIES, INC.

4001 Avalon Road . Winter Garden, FL 34787  
T 407.877.2930  
www.westorangenurseries.com

DATE

2/1/2019

INVOICE #

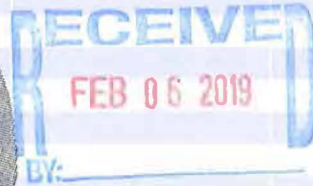
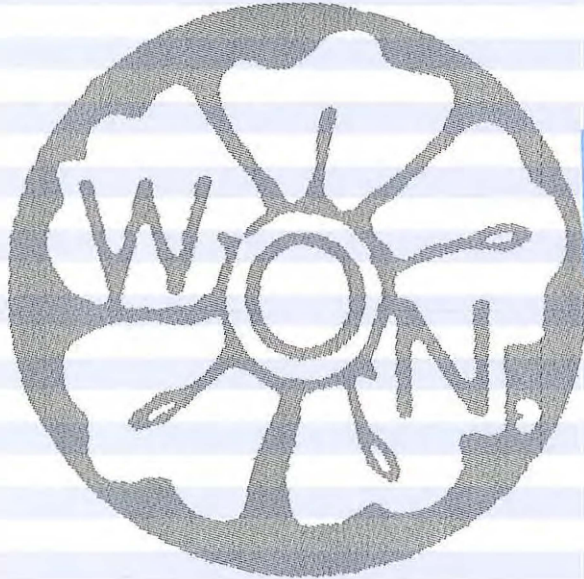
11526

**BILL TO:**

Meadow View @ Twin Creeks  
C/O GMS  
475 West Town Place Suite 114  
St. Augustine, FL 32092

**SHIP TO:**

Beacon Amenity Maintenance  
February 2019

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
			2/1/2019			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	Maintenance	Monthly Lawn Maintenance : includes Pest Control & Fertilization to Property February 2019			6,968.21	6,968.21
<div></div>						
TOTAL					\$6,968.21	



296791



# Invoice



**WEST ORANGE  
NURSERIES, INC.**

4001 Avalon Road . Winter Garden, FL 34787  
T 407.877.2930  
www.westorangenurseries.com

DATE

2/1/2019

INVOICE #



11529

**BILL TO:**

Meadow View @ Twin Creeks  
C/O GMS  
475 West Town Place Suite 114  
St. Augustine, FL 32092

**SHIP TO:**

Beacon Lake  
February 2019

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
			3/1/2019			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	Maintenance	Monthly Lawn Maintenance : includes Pest Control & Fertilization to Property February 2019			20,461.29	20,461.29
<div></div>						
TOTAL					\$20,461.29	



296791