

***MEADOW VIEW  
AT TWIN CREEKS***

*Community Development District*

*April 19, 2018*

# *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

April 11, 2018

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, April 19, 2018 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 March 15, 2018 Meeting
- IV. Consideration of Agreement with Riverside Management Services, Inc. for Amenities Management
- V. Consideration of Proposal from West Orange Nurseries for the Beacon Lake Entrance
- VI. Ratification of LED Lighting Agreement with FP&L
- VII. Other Business
- VIII. Staff Reports
  - A. District Counsel
  - B. District Engineer
    1. Ratification of Requisition Nos. 114-116 (2016B Bonds)
    2. Consideration of Requisition Nos. 117-122 (2017B Bonds)
    3. Consideration of Change Order #1 – Parkway Landscape Contract
  - C. District Manager
- IX. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Consideration of Funding Request No. 24
- X. Supervisors' Requests and Audience Comments
- XI. Next Scheduled Meeting – May 17, 2018 at 10:00 a.m. at the offices of GMS
- XII. Adjournment

Enclosed for your review and approval is a copy of the minutes of the March 15, 2018 meeting.

The fourth order of business is consideration of agreement with Riverside Management Services, Inc. for amenities management. A copy of the agreement is enclosed for your review and approval.

The fifth order of business is consideration of proposal from West Orange Nurseries for the Beacon Lake entrance. A copy of the proposal is enclosed for your review.

The sixth order of business is ratification of LED lighting agreement with FP&L. A copy of the agreement is enclosed for your review and approval.

Enclosed under financial reports is the balance sheet and income statement and funding request number 24.

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  
April 19, 2018  
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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## *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, March 15, 2018 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:

Blaz Kovacic	Vice Chairman
Ben Bishop	Supervisor (by phone)
Daniel Blanchard	Supervisor
Aaron Lyman	Supervisor

Also present were:

Jim Oliver	District Manager
Wes Haber	District Counsel (by phone)
Scott Lockwood	District Engineer
Ernesto Torres	GMS

The following is a summary of the discussions and actions taken at the March 15, 2018 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**

**Approval of Minutes of the February 15, 2018 Meeting**

There were no comments on the minutes.

On MOTION by Mr. Kovacic seconded by Mr. Blanchard with all in favor the minutes of the February 15, 2018 meeting were approved.
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**FOURTH ORDER OF BUSINESS****Consideration of Amenity Management Proposals**

- A. Evergreen Lifestyles Management**
- B. Riverside Management Services**
- C. Vesta Property Services**
- D. Melrose Lifestyle Services**

Mr. Oliver stated the amenity center is currently under construction expected to open around December. The idea right now is to bring someone on board so they can help with planning to make sure we have everything ready to open at that time and get some input from the people that will actually be operating the facility. There is a matrix in the agenda packet. I'll point out that Melrose Lifestyles shows that they do not have a local presence, however, I spoke with Bill Fife of that company last week and he mentioned they have just recently opened a Jacksonville office so it is fair to say that all four have a local presence.

Mr. Kovacic stated the board had asked the management company to prepare this matrix. For the purpose of reducing the four listed companies down to two, and thereafter interview each individual company so we can ultimately make a decision within the next 30 days, what I would like to propose to the board is we score based on what we're looking at to narrow the proposers down to two.

Mr. Oliver stated if you look at the three areas and total management fees and just a simple scoring matrix with the lowest price getting four points down to one point for the highest price, Vesta would get four points, Riverside would get three points, Melrose two points, and Evergreen one point. In terms of number of quality clients in the area, I think Vesta would get four points, second would be Riverside, third would be Evergreen and I don't know of any clients Melrose has in the area. Finally, local presence I think you can give them all four points.

Mr. Lyman stated it might make sense to go a level deeper and understand what the offerings are because what they're offering is a little different. One has lifeguards, one doesn't. One has HOA management, one doesn't. Maybe to get them on par we need to get some recommendations from the developer.

On MOTION by Mr. Kovacic seconded by Mr. Blanchard with all in favor to narrow the proposers down to Riverside Management Services and Vesta Property services with discussions with each proposer and one board member to follow for purposes of making a recommendation at the next meeting was approved.

**FIFTH ORDER OF BUSINESS**

**Assignment of the Partridge Welling Contract to the District**

Mr. Haber stated the goal is to assign the contract to the CDD, have the CDD pay for whatever work has already been done and have the CDD take the contract over from that point.

On MOTION by Mr. Kovacic seconded by Mr. Lyman with all in favor the assignment of the Partridge Welling contract was approved in substantial form.

**SIXTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Haber stated Jere has been working to secure the operating permit for the pool. We're waiting to hear back from the Department of Health on whether they are okay with our proposal.

**B. District Engineer**

**1. Consideration of Requisition Nos. 97-113**

Mr. Lockwood gave an overview of each requisition. The requisitions total \$1,096,859.44.

On MOTION by Mr. Kovacic seconded by Mr. Blanchard with all in favor requisition numbers 97 through 113 were approved.

**2. Consideration of Change Order No. 3 – Beacon Lake Amenity Center**

Mr. Lockwood stated change order three is to add gutters and downspouts, roundabouts, ribbon curb, water activity slopes and feature value engineering package.

Mr. Lyman stated because of timing I'm going to pull some of the ribbon curbs out of Hughes Brothers contract and get a credit from them. I asked Dicky Smith to pick that up.

Mr. Kovacic stated change order number three is a net gain of \$11,800 because there is a value engineering deduct of \$51,000.

On MOTION by Mr. Kovacic seconded by Mr. Blanchard with all in favor change order number three was approved.

**3. Consideration of Change Order No. 6 – Beacon Lake Phase 1**

Mr. Lockwood stated change orders six and seven were submitted by Hughes Brothers for phase one construction for different issues. Some is related to the retaining wall and sleeving for change order seven. That was a net increase of \$52,000. Change order six is a net add of \$200,000 for retaining walls and some underdrain that they added to the project for different water issues.

On MOTION by Mr. Kovacic seconded by Mr. Lyman with all in favor change order number six was approved.

**4. Consideration of Change Order No. 7 – Beacon Lake Phase 1**

On MOTION by Mr. Kovacic seconded by Mr. Lyman with all in favor change order number seven was approved.

**5. Ratification of Change Order No. 2 – Beacon Lake Entrance**

Mr. Lockwood stated change order two is a contract extension of 60 days for Dicky Smith.

Mr. Lyman stated there was an end of contract time for the entrance feature. We held them off on some of their items so they're trying to cover their bases on their contract date.

On MOTION by Mr. Kovacic seconded by Mr. Lyman with all in favor change order number two was ratified.

**C. District Manager**

There being none the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Financial Reports**

**A. Balance Sheet & Income Statement**

Mr. Oliver stated there are no unusual variances.

**B. Consideration of Construction Funding Request No. 23**

Funding request number 23 is in the amount of \$19,918.30.

On MOTION by Mr. Parker seconded by Mr. Lyman with all in favor Funding Request No. 23 was approved.

**NINTH ORDER OF BUSINESS**

**Supervisors' Requests and Audience Comments**

Mr. Kovacic stated the plat of Beacon Lake phase one through its dedication language had all its common area tracts dedicated to the homeowners association in error. The language was such that it covered it one way or the other but for the purpose of making this clean we recently executed quit claim deed documents to deed these common area tracts to the CDD. Once in hand, Hopping Green & Sams will record the documents.

**TENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – April 19, 2018 at 10:00 a.m. at the Offices of GMS**

Mr. Oliver stated the next scheduled meeting is April 19, 2018 at 10:00 a.m.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Kovacic seconded by Mr. Lyman with all in favor the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *FOURTH ORDER OF BUSINESS*

## AMENITIES MANAGEMENT AGREEMENT

This Agreement (“**Agreement**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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*, and located in St. Johns County, Florida, and whose address is 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (“**District**”), and

**Riverside Management Services, Inc.**, a Florida corporation, whose address is 9655 Florida Mining Blvd. West, Suite 305, Jacksonville, Florida 32257 (“**Amenity Manager**,” together with the District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District owns certain Amenities (as defined herein) located within the District and serving the community of Meadow View at Twin Creeks; and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to operate and maintain the Amenities; and

**WHEREAS**, the Amenity Manager provides such Services (as defined herein) and now desires to contract with the District in accordance with the terms and specifications in this Agreement; and

**WHEREAS**, it is intended that the Amenities be operated and maintained for an exclusively public purpose and that any monies generated from the operation of the Amenities be used to defray the public expense associated with operating and maintaining the Amenities;

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

### I. RECITALS & DEFINITIONS

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. **Definitions.** The following definitions apply to this Agreement:

- a. **“Amenities”** – shall mean the District’s clubhouse, swimming pool, canoe launch, and other appurtenant facilities and areas, and specifically those areas located within Tracts 47 (Amenity), 7, 9, 19, 26, 28, 41, 42 and 52 (Parks) as identified on the plat known as Beacon Lake Phase 1, recorded in the Official Records of St. Johns County, Florida at Map Book 89, Pages 53 et seq. A sketch of the Amenities is included herein as **Attachment E**.
- b. **“District Manager”** – shall mean Governmental Management Services, LLC, or such other District Manager as the District’s Board may appoint from time to time.
- c. **“O&M Budget”** – shall mean the annual operations and maintenance budget adopted by the District’s Board of Supervisors (**“Board”**) for each Fiscal Year (as herein defined) and as may be amended from time to time.
- d. **“Fiscal Year”** – shall mean the District’s fiscal year beginning October 1 and ending September 30.
- e. **“Operations Expenses”** – shall mean all costs of operating the Amenities, including, but not be limited to, the following: courier expenses (such as Federal Express, UPS), telephone, utilities, retail product expense, operating supplies, and other related expenses as outlined in the O&M Budget.
- f. **“Program Expenses”** – shall mean the expenses associated with providing the various activities, events and programs for patrons, as outlined in the O&M Budget.
- g. **“Services”** – shall mean those services described in **Attachment A** relating to the management, operation, and maintenance of the Amenities for the benefit of the District, which **Attachment A** is attached hereto and incorporated herein by this reference.
- h. **“Lifestyle Director”** – shall refer to the individual employed by the Amenity Manager to oversee the provision of the Services.

## **II. SCOPE OF SERVICES**

3. The Amenity Manager shall perform the Services on the terms and conditions set forth herein.

## **III. TERM & RENEWAL**

4. The term of this Agreement shall be from the date set forth above through September 30, 2018. Unless terminated pursuant to its terms, this Agreement shall automatically renew without amendment each subsequent Fiscal Year.

## **IV. COMPENSATION & REIMBURSEMENT**

5. The District shall pay the Amenity Manager for the Services as provided in **Attachments A and B**, which are attached hereto and incorporated herein by this reference. Further, the District shall reimburse the Amenity Manager for all approved Operating Expenses

and Program Expenses, pursuant to the terms of this Agreement. All payments shall be made in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.

## **V. REVENUE & TAX EXEMPT STATUS**

6. **Revenue for a Public Purpose.** The Parties agree that the Amenities shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Amenities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Amenities consistent with the terms of this Agreement.

7. **Collection of Revenue.** In the course of providing the Services, and subject to the other provisions of this section, the Amenity Manager shall maintain an accurate record of all revenues received from the operation of the Amenities and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Amenity Manager shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. The Amenity Manager shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Amenity Manager of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Amenity Manager shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Amenity Manager may: (1) directly collect such amenity fees, (2) use a third party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Amenity Manager, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Amenity Manager shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

8. **Tax-Exempt Status.** The District agrees to pay any applicable ad valorem taxes, unless the Amenities are subject to ad valorem taxation as a result of the Amenity Manager's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Amenity Manager shall be responsible for the payment of ad valorem taxes.

## **VI. BUDGET PREPARATION**

9. Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15<sup>th</sup> for each subsequent Fiscal Year, the Amenity Manager shall prepare an annual operating budget estimating the revenues and expenses, including all



Operating Expenses and Program Expenses, for all Services under this Agreement for the upcoming Fiscal Year. Such annual operating budget, if approved by the Board, shall be incorporated into the O&M Budget. At the request of the District, the Amenity Manager shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

## **VII. PROCUREMENT PROCEDURES**

**10. Purchases by the District.** The District will be responsible for payment of all Operations Expenses and Program Expenses and, except as provided in Paragraph 11, shall directly pay vendors for such Operations Expenses and Program Expenses. The following conditions apply to the purchase of supplies and inventory for the Amenities:

- a. **Amenity Manager Initiated Purchases.** If the Amenity Manager desires that a purchase be made by the District for Operations Expenses or Program Expenses, the Amenity Manager shall furnish a request ("Payment Request") to the District Manager detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof. Such request may be made by e-mail to the District Manager.
- b. **Purchase Order Issuance.** Upon receipt of a Payment Request, the District shall review the Payment Request, and, if approved by the District, issue a District purchase order directly to the supplier, with delivery to be made to the District.
- c. **Sales Tax Exemption.** The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- d. **Inspection and Bailment.** The Amenity Manager shall inspect, accept delivery of and store the materials pending the use of the supplies and/or sale of the inventory. The Amenity Manager's possession of the supplies and inventory will constitute a bailment. The Amenity Manager, as bailee, shall have the duty to safeguard, store, and protect the supplies and inventory while in the Amenity Manager's possession.
- e. **Invoice Processing.** After verifying that delivery is in accordance with the purchase order, the Amenity Manager shall submit a list indicating acceptance of goods from the supplier and concurrence with the District's issuance of payment to the supplier. The District will process the invoices and issue payment directly to the supplier.
- f. **Insurance.** The District shall purchase and maintain any necessary risk insurance sufficient to cover the supplies and inventory purchased directly by the District.

**11. Petty Cash.** For small or emergency purchases, the Amenity Manager shall have the authority to make payment directly to vendors for Operations Expenses and Program Expenses using a petty cash account ("**Petty Cash Account**") and/or, at the District's discretion, credit card ("**Petty Cash Credit Card**"), as described in this paragraph, provided, however, that any such purchase shall not exceed the budgeted amount for the applicable line item set forth in

the O&M Budget. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars at any given time and that shall be established in such a manner to allow the Amenity Manager, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Amenity Manager a District Petty Cash Credit Card with a one thousand dollar limit. The Lifestyle Director, on behalf of the Amenity Manager, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card and shall execute and abide by the District's Agreement Regarding Revenue Collection and Petty Cash, the form of which is attached hereto as **Attachment C** and incorporated herein by this reference. To the extent feasible, the Amenity Manager shall take all necessary steps consistent with Paragraph 10 above to ensure that any petty cash purchases are made on a tax exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. Any purchases pursuant to this paragraph that would require spending in excess of the applicable line item amounts set forth in the O&M Budget, shall require prior approval from the Board. The Amenity Manager shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the O&M Budget or by the Board.

#### **VIII. SPECIAL TERMS AND CONDITIONS**

12. **Permits, Licenses, and Other Approvals.** Unless the District expressly directs otherwise in writing, the Amenity Manager, at the District's expense, shall timely apply for, obtain, and maintain all applicable permits, licenses, certifications, consents, and other approvals for the Services and from all governmental agencies which have jurisdiction over such Services. The Amenity Manager, by applying for such permits, licenses, certifications, consents, and other approvals, does not in any way guarantee the approval of such applications. In the event an applicable permit, license, certification, consent, or other approval is not obtained for a particular service, or a permit, license, certificate, consent, or other approval necessary for a particular service is rescinded or revoked, the Amenity Manager shall immediately notify the District and shall not provide, and shall immediately abate the provision of, that Service.

13. **Alcohol Sales.** The Amenity Manager shall be responsible for the service of all food and beverages, including alcohol, at the Amenities. In doing so, the Contractor shall cause all activities at the Amenities to be performed in accordance with the District's Alcohol Policy (as amended from time to time) included in the Amenities Rules Handbook, all other rules and policies of the District, and all applicable laws, rules and regulations governing the sale and service of alcoholic beverages at the Amenities.

- a. **Alcohol License.** At the District's request, Amenity Manager and District shall be joint license holders on the District's alcohol licenses (together, "**Alcohol Licenses**"), and, regardless, the Amenity Manager shall cooperate with the District in all application processes relating to such licenses or amendments thereto, provided however that the District shall be responsible for all license application fees and expenses. Additionally, and in connection with the District's annual budget cycle, Amenity

Manager and District shall work together to identify any additional costs reasonably related to the Alcohol Licenses and service of alcohol that may need to be included in the District's budget and payable to the Contractor, provided however that all such expenses must be approved by the District's Board in its discretion and as part of the budget process. Regardless whether the Amenity Manager is a joint license holder, Amenity Manager shall be responsible for the service of alcohol at the Amenities, as stated herein.

- b. **Additional Requirements.** In addition to the other requirements of this Section, the Amenity Manager shall ensure compliance with the following:
1. In connection with the sale and service of alcohol, the Amenity Manager shall use only employees qualified and authorized to provide such services under Florida law, and shall take all reasonable steps to ensure that the employees are so qualified and authorized, including by requiring background checks, etc.
  2. The Amenity Manager's employees involved with serving alcohol shall attend training prior to working at the Amenities and shall periodically receive training on an annual basis, or more frequently if required by law. Training must include the dissemination of information covering the applicable subjects of Florida law and the District liquor license and an explanation of the District's Amenities Rules Handbook to those subjects. The training shall establish standard operating procedures and methods of assisting employees in dealing with underage customers, ways to prevent and notice third party sales, how to identify a fake identification card and guidance for maintaining records that relate to such incidents, and other similar issues.
  3. The Amenity Manager shall verify identification of anyone who may be under the age of 21 years of age so as to ensure that no person under the age of 21 purchases or consumes alcoholic beverages. Proper identification includes a valid driver's license, United States issued Military identification card or Passport. The Amenity Manager will make every attempt to prevent underage drinking at the Amenities.
  4. The Amenity Manager shall make every effort to avoid serving customers to the point of intoxication. The Amenity Manager will speak with the customer and watch for and observe signs of intoxication. The Amenity Manager will use good judgment when denying alcohol service to customers. Additionally, the Amenity Manager shall make every effort, short of force, to guard against persons who appear intoxicated from leaving District property until reasonable steps have been taken to ensure the person's safety and well-being. For example, the

Amenity Manager will call a cab or attempt to arrange alternative transportation, and will encourage a customer that appears intoxicated to stay on District property until alternative arrangements may be made.

5. The Amenity Manager shall not serve alcohol to disruptive customers. Should a customer become belligerent, the police should be contacted. In the case of an incident involving problems like refusing service or ejecting a customer etc., the Amenity Manager shall document the incident in a logbook, and immediately contact the District Manager. The report shall include the date and time of the incident; names of customers involved; witnesses; and the actions of staff. All incident reports are to be reported to the District Manager.

14. **Children's Activities.** With the District's prior approval, the Amenity Manager may provide children's activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- a. Unless prohibited by law, the Amenity Manager shall conduct a background check for all potential applicants for staff positions hired to assist with children's recreational programs or activities involving minor children.
- b. At least one Amenity Manager employee assisting with a children's program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- c. The Amenity Manager shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Amenity Manager shall notify the District of such requirement and assist the District in obtaining any required license or approval.

15. **Swim Amenities.** As part of the Services more fully described in **Attachment A**, the Amenity Manager shall oversee the management of the District's swim facilities, including the pool, pool deck, slide, etc. (together, "**Swim Amenities**"), including such tasks as checking in and monitoring patrons, responding to first aid situations, enforcing the Amenities Rules Handbook, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. The Amenity Manager shall be responsible for the supervision and safety of the patrons of the pool. The Amenity Manager shall employ such full- and part-time personnel for Swim Amenities to: (i) deliver the Services associated with the Swim Amenities at a level consistent with the District's annual O&M Budget, and (ii) ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s). To the extent required by

law, and provided for in the O&M Budget, the Amenity Manager shall employ lifeguards who have the current requisite certificate from the American Red Cross (or an acceptable alternative from another provider), undergo periodic in-service training and otherwise meet any other legal requirements. Documentation of such certification and training shall be on file at the Amenities and available upon request.

**16. Insurance Coverage Policies and Amounts.** The Amenity Manager shall maintain the following insurance with coverage for not less than the following amounts:

- a. Workers' Compensation
  - i. State Worker's Compensation – Greater of statutorily required amount or \$1,000,000 per occurrence / \$1,000,000 aggregate / \$1,000,000 per disease
  - ii. Employer's Liability \$1,000,000
- b. Commercial General Liability Insurance
  - i. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence \$1,000,000
  - ii. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate \$1,000,000
  - iii. Products/Completed Operations \$1,000,000
  - iv. Personal and Advertising Injury \$1,000,000
- c. Employment Dishonesty Insurance \$150,000
- d. Employment Practices Liability Insurance \$1,000,000
- e. Abuse and Molestation Insurance \$1,000,000
- f. Liquor Liability Insurance \$1,000,000
- g. Automobile Liability
  - i. Bodily Injury:
    - Each Person \$1,000,000
    - Each Accident \$1,000,000
  - ii. Property Damage:
    - Each Occurrence \$1,000,000
- a. Professional Liability Insurance \$1,000,000  
(Consultants as well as Medical/Spa)
- b. Umbrella Insurance (above the insurance listed above) \$1,000,000

**17. Other Insurance Provisions.** The following provisions shall apply to the insurance requirements set forth herein:

- a. All such insurance shall be obtained from insurance companies that are duly licensed or authorized, in Florida, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Agreement shall have an A.M. Best rating of A-VII or better.
- b. With the exception of the Worker's Compensation and Professional Liability insurance policies, all such policies shall include and list as

additional insureds the following: the District and its Supervisors, managers, attorneys, engineers, staff, representatives, consultants, agents, and employees. Insurance obtained by Amenity Manager shall be primary and noncontributory with respect to insurance outlined above. No policy may be canceled or materially changed during the term of this Agreement without at least thirty (30) days written notice to the District, and in the event of any cancellation or material change, Amenity Manager shall promptly notify the District.

- c. With the exception of Workers Compensation and Professional Liability Insurance, all such insurance shall be on an occurrence basis. For insurance that is not on an occurrence basis, such insurance shall be maintained throughout the duration of the Agreement and for a minimum of two years after any termination of the Agreement.
- d. Amenity Manager shall deliver certificates of insurance establishing that Amenity Manager has obtained and is maintaining the policies, coverages, and endorsements required by the Agreement. Upon request by District, Amenity Manager shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.
- e. The insurance and insurance limits required herein shall not be deemed as a limitation on Amenity Manager's liability under this Agreement. Further, the fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Agreement is not intended to constitute a waiver of any rights of any kind by the additional insured.

18. **Indemnification.** Amenity Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Amenity Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Amenity Manager to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Amenity Manager as jointly liable parties; however, Amenity Manager shall indemnify the District for any and all percentage of fault attributable to Amenity Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Amenity Manager further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties,

forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. For purposes of this section, "acts or omissions" on the part of the Amenity Manager's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Amenities in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenities, unless such permit, license, certification, consent, or other approval is first obtained or the District's Board has expressly directed the Amenity Manager in writing not to obtain such permit license, certification, consent, or other approval. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the parties shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

19. **Non-Solicitation.** The District agrees that during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, whether on account of default, permitted election to terminate or otherwise), the District will not solicit for hire any "**Protected Person.**" A Protected Person shall mean an individual employed by the Amenity Manager or assigned to providing the Services to the District, including without limitation, the Amenity Manager and Associated Staff, corporate representatives of the Amenity Manager, and other Amenity Manager employees who supervise the operation of the District and any company, partnership, corporation or other entity formed, managed, operated, owned (in whole or in part) or controlled by such individual.

## **IX. TERMINATION OR DEFAULT OF THE AGREEMENT**

20. **Termination at Will.** Any party may terminate this Agreement with cause immediately upon written notice, or without cause upon thirty (30) days prior written notice. The Amenity Manager will continue to receive compensation for services performed through the date of termination, consistent with the terms of this Agreement, but subject to any setoffs to which the terminating party may be entitled, as its sole means of recovery hereunder. The Amenity Manager shall not be entitled to any other damages of any kind, including but not limited to consequential damages or lost profits.

21. **Transition.** Upon termination of this Agreement, the Amenity Manager shall, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenities, and such other accountings, papers, and records as the District shall request and are in the Amenity Manager's possession or under the Amenity Manager's reasonable direct control pertaining to the Amenities;
- b. vacate any portion of the Amenities then accessed by the Amenity Manager as a consequence of this Agreement; and

- c. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Amenity Manager's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Amenity Manager shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

22. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

23. **Remedies Cumulative.** The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting Party by law.

## **X. GENERAL TERMS AND CONDITIONS**

24. **Care of the Property.** This Agreement grants to the Amenity Manager access to the Amenities for the purposes described in this Agreement. The Amenity Manager shall (a) use all due care to protect the property of the District from damage; (b) promptly repair any damage or harm resulting from the Amenity Manager's activities and work; and (c) promptly provide a full written report as to all accidents or claims for damage occurring to the Amenities, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

25. **Public Records.** The Amenity Manager agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Amenity Manager agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Amenity Manager must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from 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.
- 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 Amenity Manager does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Amenity Manager or keep and maintain public records



required by the District to perform the service. If the Amenity Manager transfers all public records to the District upon completion of this Agreement, the Amenity Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Amenity Manager keeps and maintains public records upon completion of the Agreement, the Amenity Manager 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.

**IF THE AMENITY MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE AMENITY MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JIM OLIVER, C/O GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092, (904)940-5850, JOLIVER@GMSNF.COM.**

26. **Ownership of Books and Records.** The parties agree and acknowledge that any and all agreements, notes, or other documents relating to the management of the Amenities are the property of the District. Amenity Manager shall promptly upon request furnish District with all documents and records relating to the management of the Amenities.

27. **Audits.** In connection with the annual audit of the District's financial affairs, the Amenity Manager shall cooperate in good faith to provide access to all books and records of the Amenity Manager relating to the provision of the Services and necessary to the audit for review by the District's internal or independent auditors. In addition thereto, the Amenity Manager shall provide access to such books and records to a District representative at any time, and such records shall be made available to the District's offices in Florida.

28. **Sovereign Immunity.** Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to 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 under the Doctrine of Sovereign Immunity or by operation of law.

29. **Compliance with Laws.** Amenity Manager shall perform its duties and obligations in a diligent, careful and professional manner and shall take all action to comply in all material respects with applicable laws, ordinances, rules, regulations, permits, licenses, certifications, consents, approvals, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, or any other body exercising functions similar to those of any of the foregoing which may be applicable to the Amenities. Without limiting the generality of the foregoing, Amenity Manager shall not operate and manage the Amenities in a manner that would require a permit, license, certification, consent, or other

approval from any governmental agency which has jurisdiction over the operation and management of the Amenities, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly instructed the Amenity Manager to do so in writing. Unless the District has expressly instructed the Amenity Manager otherwise, the Amenity Manager shall promptly notify the District in writing of any and all orders or requirements affecting the Amenities placed thereon by any governmental authority having jurisdiction within twenty four (24) hours of obtaining actual notice thereof, and shall take such action as necessary to comply promptly with any and all such orders or regulations. The Amenity Manager shall also prepare for execution and filing by the Board any forms or reports which may be required by law in connection with the ownership, maintenance and operation of the Amenities.

30. **Adherence to District Rules and Policies.** The Amenity Manager and its personnel shall be familiar with, and comply with, all District rules and policies, and further shall ensure that all persons using the Amenities are informed with respect to the rules and policies and ensure that said persons conform therewith. The Amenity Manager has the authority to have patrons, guests, and others who are failing to comply with District rules and policies removed from the Amenities only to the extent such authorization is set forth in the District's rules and policies and only to the extent the Amenity Manager acts in a manner consistent with the District's rules and policies. Such incidents shall be reported promptly to the District.

31. **Independent Contractor.** In all matters relating to this Agreement, the Amenity Manager shall be acting as an independent contractor. Neither the Amenity Manager nor any individual employed or used by the Amenity Manager in connection with the provision of the Services are employees of the District under the meaning or application of any federal or state laws. The Amenity Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to its employees in the performance of this Agreement. The Amenity Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the Amenity Manager shall have no authority to represent as agent, employee, or in any other capacity, the District unless otherwise set forth differently in this Agreement.

32. **No Joint Venture.** The Amenity Manager shall not be deemed to be a partner, or joint venturer, with the District.

33. **Employment Verification.** The Amenity Manager agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, as may be amended, of all persons it employs in the performance of this Agreement.

34. **Controlling Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue shall be in St. Johns County, Florida.

35. **Attorney's Fees and Costs.** In the event that either of the parties is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be

entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs.

36. **Entire Agreement.** This instrument, together with the documents that are required to be created under this instrument, shall constitute the final and complete expression of this Agreement among the parties relating to the subject matter of this Agreement.

37. **Arm's Length Negotiation.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The 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, the parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted nor construed against any party.

38. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by all parties.

39. **Assignment.** No party may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other party. Any attempted assignment without first obtaining the other party's written consent shall be void.

40. **Subcontractors.** The District understands that the Amenity Manager may subcontract with contractors ("**Subcontractors**") from time to time and in connection with provision of the Services hereunder. Notwithstanding anything to the contrary herein, the Amenity Manager shall be responsible for all acts or omissions of any Subcontractor retained by the Amenity Manager pursuant to the terms of the Agreement, to the same extent as the Amenity Manager is responsible for its own acts or omissions. In the event that the Amenity Manager desires to subcontract for community programming activities, the Amenity Manager shall ensure that a contract, in the form attached hereto as **Attachment D**, is executed and in force between the Amenity Manager and any Subcontractor. Further, the District reserves the right to require the Amenity Manager to replace any Subcontractor for cause, provided however that the District first provides the Amenity Manager with a reasonable opportunity to cure (not to exceed 30 days).

41. **Successors.** Except as otherwise provided herein, all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

42. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or any 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 nor shall be construed to confer upon any person or legal entity other than the parties 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 parties and their respective representatives, successors, and assigns.

43. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties, each of the parties has complied with all the requirements of law, and each of the parties has full power and authority to comply with the terms and provisions of this Agreement.

44. **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.

45. **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.

46. **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.

## **XI. NOTICES**

47. 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 to the parties, at the addresses first written above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for any of the parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the party and addressees set forth herein.

**[CONTINUED ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective as of the date first written above.

Attest:

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

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Print Name of Witness

**RIVERSIDE MANAGEMENT SERVICES,  
INC.**

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Print Name of Witness

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

**Attachment A:**

Scope of Services – CDD

**Attachment B:**

Compensation & Reimbursement

**Attachment C:**

Agreement Regarding Revenue Collection & Petty Cash

**Attachment D:**

Subcontractor Form for Program Providers

**Attachment E:**

Sketch of Amenities

## ATTACHMENT A – SCOPE OF SERVICES

The Amenity Manager shall perform all normal duties associated with managing and maintaining community amenities in order to ensure the smooth operation of the Amenities and to help promote the safe enjoyment of the District's Amenities, including but not limited to overseeing direct service vendors, interacting with residents, prospective residents and their guests, social event execution, and promoting the District and its activities. The exact duties performed by the Amenity Manager shall be those duties mutually agreeable to the District and the Amenity Manager, and as set forth below.

### A. GENERAL SERVICES

- The Services include provision of a full-time (40 hours per week) Lifestyle Director who will be responsible for the oversight of all of the Services involved.
- The Lifestyle Director's primary area of responsibility will be management of District owned amenities and recreational facilities, to include the planning and execution of social events, programming of Patron activities and Amenity rentals.
- The Lifestyle Director will be assisted by an Assistant Manager, who will serve part-time (20 hours per week), to ensure coverage of the Amenities \_\_\_ per day, 7 days per week.

#### ***Board Liaison***

- The Lifestyle Director will serve as the liaison for the District's Board of Supervisors and will attend all District meetings.
- The Lifestyle Director will prepare a monthly Manager's Report detailing all activity such as all social events, clubs, upcoming events, resident concerns, information regarding completed and planned maintenance projects, etc.
- The Amenity Manager shall provide recommendations for the Amenities' annual budget, marketing social events, promoting community clubs, etc.
- The Amenity Manager shall provide recommendations for the operation and maintenance of the Amenities.
- The Amenity Manager shall provide, at no cost to the District, company uniforms to all personnel providing Services hereunder.

#### ***Communication / Marketing***

- The Amenity Manager shall respond to all resident questions and concerns regarding the District in a timely and professional manner.
- The Amenity Manager shall maintain a professional relationship with all Patrons, welcoming and educating new Patrons, issuing access cards, updating Patron information, supervising staff members, and monitoring facility usage and rentals.
- The Amenity Manager shall develop and implement a promotional plan to increase and maintain usage levels of the Amenities.
- The Amenity Manager shall:
  - i. maintain up-to-date information on the "Community Bulletin Board" in the Amenities clubhouse and on the community website;
  - ii. highlight upcoming activities on the entrance marquee;

- iii. coordinate with the District's web-site provider for website updates and to maintain an on-line community social event calendar;
- iv. publish a quarterly activities calendar and newsletter, which shall be posted on the bulletin board, posted on the community website, distributed via e-mail, and made available in hard copy at the Amenities clubhouse;
- v. respond to Patron telephone and e-mail messages within one business day of receipt;
- vi. issue community e-blasts where appropriate to promote District activities; and
- vii. take such other actions as are reasonably necessary to promote the District and its Amenities activities.

## **B. AMENITY PROGRAMMING; RENTALS**

With respect to the operations of the Amenities, the Amenity Manager shall:

- Coordinate, organize, and promote year-round community based activities including the appropriate mix of social, recreational, and educational programming;
  - Input from the Board of Supervisors and residents will be sought regarding the selections of activities, clubs, etc.
  - Youth activities may include, but are not limited to summer camp, teen scene and numerous sports leagues.
  - Adult activities may include but are not limited to trivia, group fitness classes, aqua aerobics, themed dinners, and more.
  - The Amenity Manager may also help facilitate the use of the Amenities by clubs such as fitness clubs, book clubs, coffee clubs, etc.
- Manage, hire, and train personable, articulate, well-groomed and highly motivated individuals as needed for select events and throughout the year, consistent with the District's O&M Budget. Any such training shall include a review of the District's rules and policies, Emergency Action Plan, CPR, First Aid, AED device, facility safety, crisis plan and customer service procedures;
- Achieve all objectives above within the financial parameters provided and approved by the District, and as set forth in the O&M Budget; and
- Administer the rental of District Amenities for private parties, social events and clubs, pursuant to the District's rules and policies.

## **C. AMENITY OPERATIONS**

With respect to the operations of the Amenities, the Amenity Manager shall:

- Manage the Amenities clubhouse to a standard that provides a "fresh experience" visit after visit any and every day of the week;
- Provide seamless day-to-day amenity operation creating a comfortable and safe environment;

- Greet patrons as they enter the Amenities clubhouse;
- Ensure that the Amenities are accessed and used only by those allowed to do so under the District's rules and policies, and further ensure that all individuals accessing the Amenities have executed appropriate releases and other documentation, as may be required by the District from time to time;
- Ensure that Patrons are using the Amenities consistent with the District's rules and policies, and shall enforce such rules and policies to the extent provided by the District's rules and policies;
- Monitor and report on the daily use and condition of the Amenities;
- Submit monthly written reports to the District summarizing operations, programming, and participation levels, and describing any other areas or items of interest pertinent to the Amenities;
- In coordination with cleaning service contractor, provide light cleaning of the Amenities, which shall include, but not be limited to, dusting, furniture positioning, kitchen cleanup, refreshing restroom supplies, etc.;
- Inspect the Amenities at the beginning of each day, which inspection shall include, but not be limited to, picking up loose trash, inspecting for property damage, arranging furniture, ensuring that door locks and/or gate latches are secure and functional, ensuring that any equipment is clean, functional, and free from safety hazards, and reviewing the security recording for the period since the director was last on site;
- On a daily basis, and when the Amenity Manager's employees have completed their shifts, inspect the Amenities to ensure that all doors and windows at the clubhouse are secure, and the card access system is engaged, and ensure that the gate latches are secure at the pool and other facilities;
- Promptly investigate and provide a written report as to all accidents or claims for damage relating to the Amenities, including any damage or destruction of the property, and cooperate with and make any and all reports required by any insurance company or the District in connection therewith, provided however that the Amenity Manager shall not file any claims with the District's insurance company without the prior consent of the District;
- On a weekly basis, walk the Amenities paths/trails to inspect for litter, property damage, foliage overgrowth or other items of concern;
- In the event of forecasted inclement weather, secure outdoor furniture to help prevent loss of damage;
- Respond to any necessary repairs and recommend to the District when repairs are needed;
- Maintain an inventory of, and order and stock when necessary, supplies and equipment for the operation of the Amenities;
- Recommend and implement a maintenance and replacement program for fitness equipment;
- Identify and report on trends in the use of the recreation field;
- Inspect the Amenities periodically in order to make recommendations to improve safety and minimize potential hazards in order to prevent accidents from occurring;



- Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions and operational improvements;
- Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate;
- Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster;
- Oversee contracted services for the cleaning of the Amenities including the interior, rest rooms, fitness center, and facility exterior;
- Ensure that the District's landscaping and hardscaping located at the Amenities are properly maintained and in good condition, including but not limited to by overseeing contracted services for the maintenance of the District's landscaping and hardscaping located at the Amenities;
- Oversee maintenance and operation of the security systems and structures installed at the Amenities and at the main entry gate (even though otherwise the Amenities are limited to just the Amenities site identified herein), and respond to calls and other items from the security provider;
- Coordinate with the District's Manager (and Operations Manager if applicable) to ensure all District contracts such as pool maintenance, landscape, janitorial, security, pest control, etc. are in compliance with contract specifications;
- Resolve any issues requiring attention on behalf of authorized patrons; and
- Conduct other related tasks as directed by the District.

#### **D. JANITORIAL AND MAINTENANCE SERVICES**

In addition to the services set forth above, the District may further authorize in writing and on an hourly basis (at \$35 per hour), additional janitorial and/or maintenance services to include:

- Light inspections and replacements
- Property inspections and trash removal
- Inspect and remove debris from lakes and outfall structures
- Inspect and clean pet receptacles
- Wildlife relocation program
- Paint facilities
- Refurbish spray ground & playground equipment
- Fence repairs
- Grinding of sidewalks (trip hazards)
- Fitness equipment preventive maintenance

#### **E. EMERGENCY SERVICES**

The Amenity Manager shall supply at the request of the District Manager emergency

maintenance or management services to address emergencies or unscheduled visits (i.e. vandalism, Acts of God, unsafe conditions, etc.) outside of regular business hours at a cost of \$35 per hour.

## **F. SWIM AMENITIES OVERSIGHT**

The Amenity Manager shall oversee the management of the District's swimming amenities (e.g., the swimming pool, slide, etc.) (together, "**Swim Amenities**"), including such tasks as checking in and monitoring Patrons, responding to first aid situations, enforcement of the District's policies and procedures, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. The Amenity Manager shall be responsible for the supervision and safety of the patrons of the Swim Amenities.

The Amenity Manager shall employ such full and part time personnel for Swim Amenities to: (i) deliver the Services associated with the Swim Amenities at a level consistent with the District's annual O&M Budget, and (ii) ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the *Florida Administrative Code*, the District's pool operating permit (including any related capacity limits set forth therein), and any County-approved safety plan(s).

**Lifeguards.** The Amenity Manager shall hire, train and be responsible for providing one or more lifeguards at a cost of \$16 per lifeguard per hour ("**Lifeguards**") for the Amenities, as called for in the District's annual O&M Budget. All Lifeguards shall be employees of the Amenity Manager, and the Amenity Manager shall be responsible for all acts or omissions of such Lifeguards. Further, all Lifeguards shall be American Red Cross certified in Lifeguarding, Water Park Lifeguarding, CPR, First Aid and AED for Adults, Infants and Children, and shall be at least 16 years of age and perform standard duties associated with an aquatic facility. The District will only be invoiced for actual hours of service. Documentation of all certifications and training for Lifeguards shall be on file at the Amenities and available upon request.

- The Lifeguards will be "Rescue Ready" at all times and report unsafe conditions.
- The Lifeguards shall enforce all District rules and policies in consultation with the Facility Director, and additionally shall ensure that the pool capacity requirements are not exceeded.
- The Lifeguards shall complete daily pool logs, equipment checklist and necessary forms that correspond with daily activities and incidents.
- The Lifeguards shall complete required in-service training to review EAP, CPR, First Aid, AED and all rescue procedures.
- The Lifeguards shall straighten pool deck furniture, wipe tables, removing debris from pool deck area and walkways, replacing trashcan liners (as time permits) and maintaining restroom cleanliness and supplies, are all secondary responsibilities.
- The Lifeguards shall supervise and staff the water slide, during its operating hours.
- Lifeguards shall be visited frequently by the Amenity Manager. Other secondary responsibilities of Lifeguards include but are not limited to:

- o Cleaning pool tiles as time permits
- o Inspecting and maintaining First Aid supplies
- o Inspecting the slide and slide structure before opening pool
- o Testing pH and chlorine levels to maintain Health Department Requirements (Twice daily)
- o Skimming pool

The number and schedule for the lifeguards shall be as determined annually in connection with the District's adoption of the O&M Budget. Amenity Manager shall make recommendations in connection with staffing of the Swim Amenities.

### **[DISCUSS CANOE LAUNCH]**

#### **G. POOL MAINTENANCE**

Upon written request by the District, the Amenity Manager may provide pool maintenance Services, including the following:

- o Service 3 days per week (Summer Months)
- o Service 2 days per week (Winter Months)
- o Pool vacuuming and Skimming
- o Brushing tiles
- o Pool and equipment inspections
- o Cleaning of filters
- o Chemical balance (Chlorine, PH, Alkalinity, Sequestriant)
- o Blow off pool deck
- o Chemicals provided by client
- o Emergency call out services to be invoiced separately

In providing such Services, the Amenity Manager shall ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s).

## ATTACHMENT B – COMPENSATION

For the services described in the Agreement, the Amenity Manager shall receive compensation as set forth below:

### I. INVOICE

The Amenity Manager shall invoice monthly for its Services, and the District shall pay such invoices within thirty days of receipt and in a manner consistent with Florida's Prompt Payment Act, Sections 218.70 through 218.80 of the *Florida Statutes*.

### II. BASE FEE

In consideration for the Services, the District shall pay the Amenity Manager the following amounts on a monthly basis:

<b>Service</b>	<b>Monthly Amount</b>
Facility Manager/Lifestyle Director – (F/T Salaried Position)*	\$5,000.00
Assistant/Weekend Manager – (P/T Hourly Position)*	\$2,166.67
Lifeguards/Pool Attendants*** <ul style="list-style-type: none"><li>• Specific schedule to be set by District</li><li>• Anticipate 4 guards working from St. Johns County Spring Break through September, including all holidays</li></ul>	\$16 per hour (for services actually worked)
Canoe Launch Attendants <ul style="list-style-type: none"><li>• Specific schedule to be set by District</li><li>• Anticipate 1 attendant working 8 hours per day, 7 days a week, from March through September, including all holidays</li></ul>	\$16 per hour (for services actually worked)
Janitorial Services**	Upon request (\$35 per hour)
Pool Services****	Upon request
Operations Manager	Upon request
Special Event Staffing	Upon request (\$25 per hour)

\*This line item applies to Items A, B, and C in the Scope of Services.

\*\*This line item applies to Item D in the Scope of Services.

\*\*\*This line item applies to Item F in the Scope of Services.

\*\*\*\*This line item applies to Item G in the Scope of Services.

All pricing above includes social security and Medicare taxes, federal and state unemployment tax, worker's compensation insurance, paid vacation, paid sick leave, employee prescreening (drug and background check), payroll processing, administrative costs and health insurance single standard for full-time employees.

## ATTACHMENT C

### **AGREEMENT REGARDING REVENUE COLLECTION & PETTY CASH**

As the Lifestyle Director for the Meadow View at Twin Creeks Community Development District (“District”), and pursuant to the Amenities Management Agreement (“**Agreement**”) between the District and Riverside Management Services, Inc. (“**Amenity Manager**”) dated \_\_\_\_\_, 2018, I, \_\_\_\_\_, understand that I am authorized to collect amenities revenue on behalf of the District, and to use the Petty Cash Account and/or Petty Cash Credit Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

- ***Compliance with Agreement, Rules & Policies.*** I agree to abide by all of the terms of the Agreement, and the District’s rules and policies, all as may be amended from time to time. I further agree to abide by the policies of the bank where the Petty Cash Account is held and/or from which the Petty Cash Credit Card is issued. I understand all such terms, rules, and policies.
- ***Collection of Revenues.*** I understand that I may collect checks and/or cash for amenities revenues on behalf of the District and in the course of my duties as Lifestyle Director. I agree to keep an accounting of all such checks and/or cash and to promptly remit such monies to the Amenity Manager. I shall not deposit any such monies in the Petty Cash Account.
- ***Authorized Expenditures Only.*** I agree to use the Petty Cash Credit Card and/or Petty Cash Account for approved District expenditures only, as set forth in the Agreement, and not personal expenses. I further agree not to use the Petty Cash Credit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that, in all cases of misuse, the District reserves the right to recover any monies and other damages from me.
- ***Security.*** I agree to maintain the security of any checks and/or cash received by me on behalf of the District. I further agree to maintain the security of the Petty Cash Account and/or Petty Cash Credit Card at all times in order to prevent the account and/or credit card from being used for fraudulent or corrupt purposes, and to account for all expenditures with appropriate receipts.
- ***Accounting.***
  - I understand that the Petty Cash Account and/or Petty Cash Credit Card will be funded only up to One Thousand Dollars at any given time, and that, for the account to be replenished, I must submit appropriate receipts to the District pursuant to the terms of the Agreement.
  - I understand that unaccounted for monies received by me, or unaccounted for or unapproved expenditures, are my responsibility, and that I may be liable for them at the discretion of the District.
  - In the event of lost monies, lost receipts, or loss of the Petty Cash Credit Card, I will notify the District immediately.
  - I agree that any cash shortage will be my responsibility and I will pay back that amount immediately.
- ***Termination of Employment.*** Upon termination of my position as Lifestyle Director, I agree to submit all cash and receipts, and the Petty Cash Credit Card, within 24 hours of my last day of work.

Lifestyle Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT D

### SUBCONTRACT AGREEMENT FOR PROGRAM SERVICES

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

**Riverside Management Services, Inc.**, a Florida corporation, whose address is 9655 Florida Mining Blvd. West, Suite 305, Jacksonville, Florida 32257 (“**Amenity Manager**”); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (“**Contractor**”).

#### RECITALS

**WHEREAS**, under contract with the Meadow View at Twin Creeks Community Development District (“**District**”), the Amenity Manager operates a community amenity center for the benefit of the community and the public; and

**WHEREAS**, the Amenity Manager desires to enter into a subcontract agreement with Contractor whereby Contractor will provide the following lessons, activities or programs (“**Services**”): \_\_\_\_\_; and

**WHEREAS**, Contractor represents that Contractor is qualified to provide the Services and desires to enter into an agreement with the Amenity Manager to do so in accordance with the terms and specifications in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Amenity Manager and Contractor hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. **Duties.** The scope of Services, and schedule for the Services, are as set forth in **Exhibit A**. Contractor shall:

- a. Coordinate Services directly with Amenity Manager’s representative, or his or her designee;
- b. Ensure that only District Patrons and Guests, within the meaning of the District rules and policies, as amended from time to time, participate in the lessons, activities or programs offered as part of the Services;
- c. Shall abide by the District rules and policies, as amended from time to time, and shall notify the Amenity Manager in the event that any Patron, Guest or other person fails to abide by the District rules and policies;
- d. Maintain the area where the Services are provided during Contractor’s use of the amenities, including, but not limited to, ensuring cleanliness and debris-free condition;

- e. Be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are performed; and
- f. Maintain all necessary licenses, permits and other authority to provide such Services.

The Contractor agrees that it has obtained, read and understood the District's rules and policies, as amended from time to time. Among other provisions, the Contractor recognizes that all persons participating in lessons, activities or programs offered by the Contractor must be District residents, individuals who have paid the District's annual user fees, or guests of the foregoing.

3. **Care of Property.** Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in its lessons, activities or programs to do the same. The Contractor agrees that it shall assume responsibility for any and all damage to the District's facility or lands as a result of Contractor's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility or lands occurs, the Contractor shall promptly notify the Amenity Manager. The Contractor agrees that the Amenity Manager may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the Amenity Manager and/or District reflecting the cost of the repairs made under this section.

4. **Use of Amenities.** Contractor understands and agrees that, at the Amenity Manager's option, the Contractor may not have exclusive use of the amenity area where the lesson, activity or program is being provided by the Contractor, and instead may have access to only an area designated by the Amenity Manager. Contractor shall be responsible for ensuring that its lesson, activity or program sizes do not exceed the capacity of the amenities, and shall timely provide class size information to the Amenity Manager to assist with this determination. Further, the District, through the Amenity Manager, reserves the right to cancel any lesson, activity or program with no or limited notice to Contractor and for any or no reason.

5. **Professional Judgment.** Contractor represents that it is qualified to provide the Services and has all applicable licenses, certifications and other regulatory approvals or qualifications, consistent with industry standards. For those offering swim instruction, Contractor further represents that Contractor has the certification(s) as provided in s. 514.071, *Florida Statutes* and other applicable law. Contractor shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in providing the Services, including taking precautions for the safety of the attendees and others at the amenities. All minors participating in any lessons, activities or programs shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant or other person while using District facilities. All such participants shall execute the District's form waiver agreement, and the Contractor shall be responsible for ensuring that participants have executed the form.

6. **Compensation.** The compensation for the Services is as set forth in **Exhibit A**. Collection of the fees for the Services is as described in **Exhibit A**. Contractor agrees to keep accurate records of the Services it provides, including the number of attendees, as well as any fees collected (if any), and the Amenity Manager and/or District may audit such records at any time.

7. **Term.** Unless terminated pursuant to the terms of this Agreement, this Agreement shall commence upon the date first written above, shall continue through September 30, 20\_\_, and shall automatically renew for one year periods ending September 30 of each year.

8. **Insurance.** Contractor agrees to obtain insurance acceptable to the District and Amenity Manager and in the amounts set forth in **Exhibit B**. The District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on certain of the policies, as shown on **Exhibit B**. The Contractor shall furnish the Amenity Manager and District with the Certificate of Insurance (and any endorsements) evidencing compliance with the insurance requirements set forth herein. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Amenity Manager. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

9. **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless the District and its Supervisors, Staff (including District Manager, District Counsel, etc.), Meadow View at Twin Creeks Homeowners' Association, Inc., Amenity Manager, contractors, agents, and representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the parties shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

10. **Independent Contractor.** The Contractor shall serve as an independent contractor of the Amenity Manager.

11. **Taxes.** The Contractor is responsible for paying income tax and self-employment tax, and the Amenity Manager will not withhold taxes from any compensation paid hereunder. Amenity Manager and District shall not be obligated to pay, and shall be immediately reimbursed by Contractor if Amenity Manager or District does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Contractor to comply with the Agreement, applicable laws or governmental regulations, and Contractor's defense, indemnification and hold harmless obligations set forth in paragraph 9 above extend to, among other things (and without intending to limit paragraph 9 in any way), the payment of any and all such taxes, penalties and interest.

12. **Sovereign Immunity.** Contractor further agrees that nothing in the agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

13. **Enforcement.** 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.

14. **Third Party Rights.** The District shall have third party rights to enforce the provisions of this Agreement.

15. **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 of the parties to this Agreement.



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

17. **Assignment.** Neither the Amenity Manager nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

18. **Merger.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

19. **Public Records.** All records relating to this Agreement may be public records, and the Contractor agrees to comply with Florida law governing public records, including by responding to requests from the District and/or Amenity Manager for such records.

20. **Notices.** 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 to the parties, at the addresses first set forth above, with a copy to the District’s Manager. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each of the parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the party and addressees set forth herein.

21. **Termination.** This Agreement may be terminated immediately by the Amenity Manager for cause, or upon 30 days written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the Amenity Manager, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

[CONTINUED ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

**RIVERSIDE MANAGEMENT SERVICES,  
INC.**

\_\_\_\_\_  
[Print Name of Witness]

By:

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

\_\_\_\_\_  
[Print Name of Witness]

By:

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

ACKNOWLEDGED BY:  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: District Manager

**Exhibit A:** Scope, Schedule & Compensation  
**Exhibit B:** Insurance Certificate (with Endorsements)

**Exhibit A**  
**Scope, Schedule & Compensation**

***Services & Compensation.*** The Contractor shall provide the following type of Services, with the compensation as follows:

	Lesson, Activity or Program	Permitted Fee to Patrons	Contractor Compensation
	Fitness Class ( )		
	Yoga		
	Tennis Lesson		
	Swimming Lesson		

***Collection of Fees.*** Collection of fees from Patrons shall be done as follows:  
\_\_\_\_\_ Contractor shall directly collect any and all fees from Patrons, and remit any amounts above Contractor's compensation to the Amenity Manager; OR  
\_\_\_\_\_ Patrons shall make payment directly to the Amenity Manager or through a third party service (e.g., Pay Pal).

***Schedule.*** The Contractor shall provide the Services on \_\_\_\_\_ an as needed basis at the request of the Amenity Manager OR \_\_\_\_\_ on the following schedule:

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Agreed to by Contractor: \_\_\_\_\_ (Initials)  
Agreed to by Amenity Manager: \_\_\_\_\_ (Initials)  
Date: \_\_\_\_\_

**Exhibit B**  
**Insurance Certificate (with Endorsements)**

Amounts:

___ General Liability	\$ _____
___ Professional Liability	\$ _____
___ Other	\$ _____
___ Other	\$ _____

The Meadow View at Twin Creeks Community Development District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on the General Liability policy and \_\_\_\_\_ polic(ies) identified above.

[NOTE TO AMENITY MANAGER: ATTACH INSURANCE CERTIFICATE AND ENDORSEMENTS]

**ATTACHMENT E**

DRAFT

## *FIFTH ORDER OF BUSINESS*



# WEST ORANGE NURSERIES, INC.

Landscape Construction Division

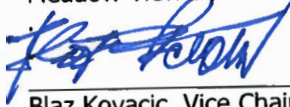


(407) 948-8589 Steve Pickens  
Fax (407) 656-0077

4001 Avalon Road  
Winter Garden, FL 34787

Meadow View @ Twin Creeks

DATE	Estimate
3/12/2018	UpgradesBL

DESCRIPTION	QTY	INSTALL...	TOTAL
Upgrades- On Beacon Lake- St. Johns, Florida			
Brackens Southern Magnolia- 24'- 26' Ht; 7'-8' W., 8" Cal (UPGRADED SIZE)	20	2,200.00	44,000.00
Southern Live Oak- 18'-20' Ht; 18'- 20' W., MATCHING; 12" Cal. (UPGRADED SIZE)	18	1,250.00	22,500.00
Accepted by: Meadow View at Twin Creeks Community Development District  Blaz Kovacic, Vice Chair			
3/26/18 Date			

This Estimate is valid for thirty days.  
All prices are subject to change without notice.

TOTAL

\$66,500.00

## *SIXTH ORDER OF BUSINESS*





FPL Account Number: 1108269190

FPL Work Request Number: 8108535

## LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Meadow View at Twin Creeks Community Development District (hereinafter called the Customer), requests on this 8 day of March, 2018, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) 200 Twin Creeks Dr Area, located in Saint Augustine, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass		10		10
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A <sup>(1)</sup>		
Not Under Pavement		350		350

(1) All new conductor installed is in conduit and billed as Not Under Pavement

**Fixtures** <sup>(2)</sup>

[illegible]

(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/partner/builders/lighting.html](http://www.fpl.com/partner/builders/lighting.html)

(b) Modification to existing facilities other than described above (explain fully): \_\_\_\_\_  
\_\_\_\_\_

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.


8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by


certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Meadow View at Twin Creeks Community Development District  
Customer (Print or type name of Organization)  
By:   
Signature (Authorized Representative)  
James Oliver  
(Print or type name)  
Title: District Secretary

**FLORIDA POWER & LIGHT COMPANY**  
By:   
(Signature)  
Scot Thrapp  
(Print or type name)  
Title: Sr. Sales Rep.

*EIGHTH ORDER OF BUSINESS*

*B.*

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

**April 19, 2018**

1. Ratification of Requisitions 114-116 (2016B Bond Account)
2. Consideration of Requisitions 117 – 122 (2017B Bond Account)
3. Consideration of Change Order #1 – Parkway Landscape Contract

**Scott Jordan Lockwood  
District Engineer  
England-Thims & Miller, Inc.**

**MEADOW VIEW AT TWIN CREEKS CDD**

**2016 SPECIAL ASSESSMENT BONDS  
(2016 PROJECT)  
REQUISITION SUMMARY  
April 19, 2018**

**2016B SPECIAL ASSESSMENT BONDS (2016 PROJECT) REQUISITIONS**

<u>Date of Requisition</u>	<u>Req #</u>	<u>Payee</u>	<u>Reference</u>	<u>Requisition Amount</u>
<b><u>TO BE RATIFIED</u></b>				
3/28/2018	114	St. Johns County Utility Department	Telemetry Payment Lift Station 1	\$16,250.00
3/28/2018	115	St. Johns County Utility Department	Telemetry Payment Lift Station 2	\$16,250.00
4/11/2018	116	Partridge Well Drilling Co., Inc.	Beacon Lake/CR210 Well Drilling Services	\$41,180.00
<b>Requisitions to be RATIFIED-2016B Special Assessment Bonds (2016 Project)</b>				<b>\$73,680.00</b>

<u>Date of Requisition</u>	<u>Req #</u>	<u>Payee</u>	<u>Reference</u>	<u>Requisition Amount</u>
<b><u>TO BE APPROVED</u></b>				
4/19/2018	117	ECS	Field and Engineering Services for Beacon Lake Townhomes through 2/3/18 - Invoice 638258	\$6,600.00
4/19/2018	118	ECS	Field and Engineering Services for Beacon Lake Phase 2 through 2/3/18 - Invoice 638260	\$7,500.00
4/19/2018	119	ECS	Field and Engineering Services for Beacon Lake Townhomes through 3/3/18 - Invoice 642719	\$1,000.00
4/19/2018	120	ECS	Field and Engineering Services for Beacon Lake Phase 2 through 3/3/18 - Invoice 642721	\$1,000.00
4/19/2018	121	Universal Engineering Sciences	Retaining wall designs, east and west side - Invoice 274192	\$9,500.00
4/19/2018	122	BBX Capital Corporation	Repayment request for deposit/payment to Partridge Well Drilling	\$41,180.00
<b>Requisitions to be Approved-2016B Special Assessment Bonds (2016 Project)</b>				<b>\$66,780.00</b>
<b>TOTAL REQUISITIONS TO BE APPROVED April 19, 2018</b>				<b>\$140,460.00</b>



3.

**CHANGE ORDER NO. 1**Date of Issuance: 3/22/2018Effective Date: 3/22/2018

Project: Parkway Landscape Contract	District: Meadow View at Twin Creeks Community Development District	District's Contract No.:
Contract: Parkway Landscape Contract		Date of Contract: December 2017
Contractor: West Orange Nurseries, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: Add additional scope and compensation

Attachments: Proposal

**CHANGE IN CONTRACT PRICE: PER BELOW**

Original Contract Price:

**\$1,498,878.49**

Increase/Decrease from prior Change Orders:

**\$0**

Contract Price prior to this Change Order:

**\$1,498,878.49**

Increase/Decrease of this Change Order:

**\$66,500.00**

Contract Price incorporating this Change Order:

**\$1,565,378.49****CHANGE IN CONTRACT TIMES: N/A**Original Contract Working days Calendar days  
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:  
DISTRICT ENGINEERBy: Scott Jordan Lockwood, P.E.Title: England Thims & Miller, Inc.Date: April 9, 2018

ACCEPTED:

MEADOW VIEW AT TWIN CREEKS CDD

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

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

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

ACCEPTED:

WEST ORANGE NURSERIES, INC.

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

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

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

REVIEWED BY:  
DISTRICT LANDSCAPE ARCHITECTBy: William W. Wilber, PLA

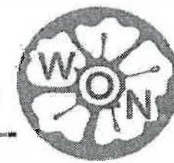
Basham &amp; Lucas Design Group, Inc.

Date: March 28, 2018**APPROVED**



# WEST ORANGE NURSERIES, INC.

Landscape Construction Division




(407) 948-8589 Steve Pickens  
Fax (407) 656-0077

4001 Avalon Road  
Winter Garden, FL 34787

Meadow View @ Twin Creeks

DATE	Estimate
3/12/2018	UpgradesBL

DESCRIPTION	QTY	INSTALL...	TOTAL
Upgrades- On Beacon Lake- St. Johns, Florida			
Brackens Southern Magnolia- 24'- 26' Ht; 7'-8' W., 8" Cal (UPGRADED SIZE)	20	2,200.00	44,000.00
Southern Live Oak- 18'-20' Ht; 18'- 20' W., MATCHING; 12" Cal. (UPGRADED SIZE)	18	1,250.00	22,500.00
Accepted by: Meadow View at Twin Creeks Community Development District  Blaz Kovacic, Vice Chair			
<u>3/26/18</u> Date			

This Estimate is valid for thirty days.  
All prices are subject to change without notice.

TOTAL

\$66,500.00

## *NINTH ORDER OF BUSINESS*

*A.*

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

*Unaudited Financial Statements*  
*as of*  
*March 31, 2018*

*Meadow View at Twin Creeks*  
*Community Development District*  
*Combined Balance Sheet*  
*March 31, 2018*

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Totals</u>
<b><u>Assets:</u></b>				
Cash	\$8,458	---	---	\$8,458
Investments:				
<b>Series 2016 A1 &amp; A2</b>				
Reserve A1	---	\$133,078	---	\$133,078
Reserve A2	---	\$114,483	---	\$114,483
Capitalized Interest A1	---	\$409	---	\$409
Capitalized Interest A2	---	\$373	---	\$373
Revenue A1	---	\$274,893	---	\$274,893
Revenue A2	---	\$204,332	---	\$204,332
Prepayment A1	---	\$1,078,030	---	\$1,078,030
Construction	---	---	\$131	\$131
COI	---	---	---	\$0
<b>Series 2016 B</b>				
Reserve	---	\$282,150	---	\$282,150
Capitalized Interest	---	\$282,823	---	\$282,823
Construction	---	---	\$5,233,007	\$5,233,007
COI	---	---	---	\$0
Due From Developer	\$12,695	---	---	\$12,695
Prepaid Expenses	\$1,580	\$0	---	\$1,580
<b>Total Assets</b>	<u>\$22,733</u>	<u>\$2,370,571</u>	<u>\$5,233,138</u>	<u>\$7,626,442</u>
<b><u>Liabilities:</u></b>				
Accounts Payable	\$14,835	---	---	\$14,835
<b>Fund Balances:</b>				
Nonspendable	\$1,580	\$0	\$0	\$1,580
Restricted for Capital Projects	\$0	\$0	\$5,233,138	\$5,233,138
Restricted for Debt Service	\$0	\$2,370,571	\$0	\$2,370,571
Unassigned	\$6,317	\$0	\$0	\$6,317
<b>Total Liabilities &amp; Fund Equity</b>	<u>\$22,733</u>	<u>\$2,370,571</u>	<u>\$5,233,138</u>	<u>\$7,626,442</u>

# Meadow View at Twin Creeks

## Community Development District

### GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending March 31, 2018

<i>Adopted</i>	<i>Prorated</i>	<i>Actual</i>	
<i>Budget</i>	<i>Thru 3/31/18</i>	<i>Thru 3/31/18</i>	<i>Variance</i>

#### REVENUES:

<i>Developer Contributions/Assessments</i>	\$402,012	\$52,878	\$52,878	\$0
<b>TOTAL REVENUES</b>	<b>\$402,012</b>	<b>\$52,878</b>	<b>\$52,878</b>	<b>\$0</b>

#### EXPENDITURES:

##### ADMINISTRATIVE:

<i>Engineering</i>	\$12,000	\$12,000	\$13,302	(\$1,302)
<i>Attorney Fees</i>	\$30,000	\$1,250	\$973	\$277
<i>Dissemination</i>	\$5,000	\$2,500	\$2,500	(\$0)
<i>Annual Audit</i>	\$4,000	\$0	\$0	\$0
<i>Arbitrage</i>	\$1,200	\$0	\$0	\$0
<i>Trustee Fees</i>	\$10,000	\$8,333	\$7,902	\$432
<i>Management Fees</i>	\$45,000	\$22,500	\$22,500	\$0
<i>Information Technology</i>	\$2,000	\$1,000	\$1,000	(\$0)
<i>Telephone</i>	\$250	\$125	\$69	\$56
<i>Postage</i>	\$1,000	\$500	\$102	\$398
<i>Insurance</i>	\$5,250	\$5,250	\$5,610	(\$360)
<i>Printing and Binding</i>	\$4,000	\$1,667	\$765	\$902
<i>Legal Advertising</i>	\$3,000	\$1,500	\$779	\$721
<i>Other Current Charges</i>	\$500	\$250	\$190	\$60
<i>Office Supplies</i>	\$500	\$250	\$121	\$129
<i>Dues, Licenses &amp; Subscriptions</i>	\$175	\$175	\$175	\$0

<b>TOTAL ADMINISTRATIVE</b>	<b>\$123,875</b>	<b>\$57,300</b>	<b>\$55,987</b>	<b>\$1,313</b>
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<i>Hydrology Quality/Mitigation</i>	\$6,400	\$3,200	\$0	\$3,200
<i>Landscape Maintenance</i>	\$100,000	\$50,000	\$0	\$50,000
<i>Landscape Contingency</i>	\$30,000	\$15,000	\$0	\$15,000
<i>Lake Maintenance</i>	\$12,000	\$6,000	\$0	\$6,000
<i>Grounds Maintenance</i>	\$12,000	\$6,000	\$0	\$6,000
<i>Pump Repairs</i>	\$2,500	\$1,250	\$0	\$1,250
<i>Streetlight Repairs</i>	\$5,000	\$2,500	\$0	\$2,500
<i>Irrigation Repairs</i>	\$7,500	\$3,750	\$0	\$3,750
<i>Miscellaneous</i>	\$5,000	\$2,500	\$0	\$2,500
<i>Contingency</i>	\$97,737	\$48,869	\$0	\$48,869

<b>TOTAL ADMINISTRATIVE</b>	<b>\$278,137</b>	<b>\$139,069</b>	<b>\$0</b>	<b>\$139,069</b>
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<b>TOTAL EXPENDITURES</b>	<b>\$402,012</b>	<b>\$196,369</b>	<b>\$55,987</b>	<b>\$140,381</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>(\$3,109)</b>		
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<b>FUND BALANCE - Beginning</b>	<b>\$0</b>	<b>\$11,007</b>		
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<b>FUND BALANCE - Ending</b>	<b>\$0</b>	<b>\$7,898</b>		
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**Meadow View at Twin Creeks**  
**Community Development District**  
**General Fund**  
Month By Month Income Statement  
Fiscal Year 2018

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Revenues:</u></b>													
Developer Contributions/Assessments	\$8,202	\$4,980	\$6,747	\$20,253	\$2,301	\$10,394	\$0	\$0	\$0	\$0	\$0	\$0	\$52,878
<b>Total Revenues</b>	<b>\$8,202</b>	<b>\$4,980</b>	<b>\$6,747</b>	<b>\$20,253</b>	<b>\$2,301</b>	<b>\$10,394</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$52,878</b>
<b><u>Expenditures:</u></b>													
<b><u>Administrative</u></b>													
Engineering	\$1,988	\$6,319	\$2,220	\$2,775	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,302
Attorney Fees	\$301	\$452	\$220	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$973
Dissemination	\$417	\$417	\$417	\$417	\$417	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Artbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$7,902	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,902
Management Fees	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$22,500
Information Technology	\$167	\$167	\$167	\$167	\$167	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
Telephone	\$27	\$0	\$0	\$0	\$35	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$69
Postage	\$21	\$23	\$1	\$3	\$54	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$102
Insurance	\$5,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,610
Printing and Binding	\$221	\$156	\$90	\$92	\$132	\$74	\$0	\$0	\$0	\$0	\$0	\$0	\$765
Legal Advertising	\$80	\$453	\$81	\$80	\$85	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$779
Other Current Charges	\$45	\$23	\$0	\$25	\$22	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$190
Office Supplies	\$15	\$15	\$33	\$25	\$21	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$121
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</b>	<b>\$12,817</b>	<b>\$11,774</b>	<b>\$14,881</b>	<b>\$7,331</b>	<b>\$4,683</b>	<b>\$4,502</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$55,987</b>
Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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
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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Administrative</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>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Expenses</b>	<b>\$12,817</b>	<b>\$11,774</b>	<b>\$14,881</b>	<b>\$7,331</b>	<b>\$4,683</b>	<b>\$4,502</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$55,987</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$4,615)</b>	<b>(\$6,794)</b>	<b>(\$8,133)</b>	<b>\$12,922</b>	<b>(\$2,382)</b>	<b>\$5,892</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$3,109)</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>Balance Due From Developer</i>
10	2/8/17	3/6/17	\$10,190.50	\$10,190.50		\$0.00
11	3/7/17	3/29/17	\$11,138.71	\$11,138.71		\$0.00
12	4/5/17	4/24/17	\$4,986.51	\$4,986.51		\$0.00
13	5/5/17	7/12/17	\$8,538.72	\$8,538.72		\$0.00
14	6/8/17	7/12/17	\$5,917.72	\$5,917.72		\$0.00
15	7/12/17	8/12/17	\$12,469.67	\$12,469.67		\$0.00
16	8/4/17	10/16/17	\$8,268.86	\$8,268.86		\$0.00
17	9/7/17	10/25/17	\$4,680.67	\$4,680.67	\$5,610.00	\$0.00
18	10/11/17	11/15/17	\$18,604.64	\$13,987.40	\$4,617.24	\$0.00
19	11/7/17	12/14/17	\$7,652.98	\$2,871.22	\$4,781.76	\$0.00
20	12/14/17	1/19/18	\$8,640.92	\$1,440.45	\$7,200.47	\$0.00
21	1/10/18	2/2/18	\$20,253.47		\$20,253.47	\$0.00
22	2/5/18				\$6,876.84	(\$6,876.84)
23	5/5/18				\$5,818.30	(\$5,818.30)
TOTAL			\$121,343.37	\$95,222.67	\$55,158.08	(\$12,695.14)

# Meadow View at Twin Creeks

## Community Development District

### *Debt Service Fund Series 2016 B*

#### *Statement of Revenues & Expenditures*

*For The Period Ending March 31, 2018*

<i>Adopted Budget</i>	<i>Prorated Thru 3/31/18</i>	<i>Actual Thru 3/31/18</i>	<i>Variance</i>
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#### **REVENUES:**

<i>Interest Income</i>	\$600	\$100	\$375	\$275
<i>Special Assessments - 2016 B</i>	\$564,300	\$282,150	\$282,150	\$0
<i>Special Assessments - Prepayments</i>	\$0	\$0	\$0	\$0

#### ***TOTAL REVENUES***

\$564,900	\$282,250	\$282,525	\$275
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#### **EXPENDITURES:**

<i>Interest Expense - 11/01</i>	\$282,150	\$282,150	\$282,150	\$0
<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	\$282,150	\$0
-----------	-----------	-----------	-----

#### **OTHER SOURCES/(USES)**

<i>Interfund Transfer In/(Out)</i>	\$0	\$0	(\$280)	(\$280)
<i>Bond Proceeds</i>	\$0	\$0	\$0	\$0

#### ***TOTAL OTHER SOURCES AND USES***

\$0	\$0	(\$280)	(\$280)
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#### ***EXCESS REVENUES (EXPENDITURES)***

\$600	\$95
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#### ***FUND BALANCE - Beginning***

\$0

\$564,878

#### ***FUND BALANCE - Ending***

\$600

\$564,973

# Meadow View at Twin Creeks

## Community Development District

### Debt Service Fund Series 2016 A1 & A2

#### Statement of Revenues & Expenditures

For The Period Ending March 31, 2018

<i>Adopted</i> <i>Budget</i>	<i>Prorated</i> <i>Thru 3/31/18</i>	<i>Actual</i> <i>Thru 3/31/18</i>	<i>Variance</i>
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#### REVENUES:

Interest Income	\$600	\$100	\$356	\$256
Special Assessments - Tax Collector	\$443,376	\$443,376	\$511,491	\$68,115
Special Assessments - Prepayments	\$381,610	\$381,610	\$1,045,764	\$664,154

#### **TOTAL REVENUES**

\$825,586	\$825,086	\$1,557,611	\$732,525
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#### EXPENDITURES:

##### Series 2016 A1

Interest Expense - 11/01	\$171,375	\$171,375	\$171,375	\$0
Interest Expense - 05/01	\$171,375	\$0	\$0	\$0
Principal Expense - 05/01	\$100,000	\$0	\$0	\$0

##### Series 2016 A2

Interest Expense - 11/01	\$156,310	\$156,310	\$156,310	\$0
Interest Expense - 05/01	\$156,310	\$0	\$0	\$0
Principal Expense - 05/01	\$70,000	\$0	\$0	\$0

#### **TOTAL EXPENDITURES**

\$825,370	\$327,685	\$327,685	\$0
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#### OTHER SOURCES/(USES)

Interfund Transfer In/(Out)	\$0	\$0	(\$362)	(\$362)
Bond Proceeds	\$0	\$0	\$0	\$0

#### **TOTAL OTHER SOURCES AND USES**

\$0	\$0	(\$362)	(\$362)
-----	-----	---------	---------

#### **EXCESS REVENUES (EXPENDITURES)**

\$216	\$1,229,565
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#### **FUND BALANCE - Beginning**

\$328,247	\$576,034
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#### **FUND BALANCE - Ending**

\$328,463	\$1,805,598
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*Meadow View at Twin Creeks*  
Community Development District  
*Capital Projects Fund Series 2016 A1 & A2*  
*Statement of Revenues & Expenditures*  
*For The Period Ending March 31, 2018*

	Series 2016 A1/A2
<b><u>REVENUES:</u></b>	
Interest Income	\$1,245
<b>TOTAL REVENUES</b>	<b>\$1,245</b>
<b><u>EXPENDITURES:</u></b>	
Capital Outlay	\$3,118,356
Cost of Issuance	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$3,118,356</b>
<b><u>OTHER SOURCES/(USES)</u></b>	
Bond Proceeds	\$0
Interfund Transfer In (Out)	\$362
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$362</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$3,116,749)</b>
<b>FUND BALANCE - Beginning</b>	<b>\$3,116,881</b>
<b>FUND BALANCE - Ending</b>	<b>\$131</b>

*Meadow View at Twin Creeks*  
*Community Development District*  
*Capital Projects Fund Series 2016 B*  
*Statement of Revenues & Expenditures*  
*For The Period Ending March 31, 2018*

Series 2016 B
------------------

**REVENUES:**

Interest Income	\$7,860
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<b>TOTAL REVENUES</b>	<b>\$7,860</b>
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**EXPENDITURES:**

Capital Outlay	\$3,077,674
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Cost of Issuance	\$0
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<b>TOTAL EXPENDITURES</b>	<b>\$3,077,674</b>
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**OTHER SOURCES/(USES)**

Bond Proceeds	\$0
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Interfund Transfer In (Out)	\$280
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<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$280</b>
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<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$3,069,534)</b>
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<b>FUND BALANCE - Beginning</b>	<b>\$8,302,541</b>
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<b>FUND BALANCE - Ending</b>	<b>\$5,233,007</b>
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***Meadow View at Twin Creeks***  
***Community Development District***  
***Long Term Debt Report***

**Series 2016 A1 Special Assessment Bonds**

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:	\$133,078.13
Bonds outstanding - 10/26/2016	\$6,640,000
Less: May 1, 2017	\$0
Current Bonds Outstanding	\$6,640,000

**Series 2016 A2 Special Assessment Bonds**

Interest Rate:	5.8%%
Maturity Date:	11/1/47
Reserve Fund Definition:	30% of Max Annual Debt Service
Reserve Fund Requirement:	\$114,483.00
Reserve Balance:	\$114,483.00
Bonds outstanding - 10/26/2016	\$5,390,000
Less: May 1, 2017	\$0
Current Bonds Outstanding	\$5,390,000

**Series 2016 B Special Assessment Bonds**

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
Current Bonds Outstanding	\$9,405,000

**MEADOWVIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2018 ASSESSMENT RECEIPTS**

ASSESSED	# UNITS	SERIES 2016A-1 DEBT SERVICE NET	SERIES 2016A-2 DEBT SERVICE NET	SERIES 2016B DEBT SERVICE NET	FY18 O&M NET	TOTAL ASSESSED
HEARTWOOD 23 LLC (ACRES)	506.20	443,376.00	381,610.00	564,300.00	-	1,389,286.00
<b>SUBTOTAL SERIES 2016 LOTS</b>	<b>506.20</b>	<b>443,376.00</b>	<b>381,610.00</b>	<b>564,300.00</b>	<b>-</b>	<b>1,389,286.00</b>
<b>TAX ROLL ASSESSED</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL ASSESSED</b>	<b>506</b>	<b>443,376.00</b>	<b>381,610.00</b>	<b>564,300.00</b>	<b>-</b>	<b>1,389,286.00</b>

DUE / RECEIVED	BALANCE DUE	SERIES 2016A-1 DEBT SERVICE RECEIVED	SERIES 2016A-2 DEBT SERVICE RECEIVED	SERIES 2016B DEBT SERVICE RECEIVED	FY18 O&M RECEIVED	TOTAL RECEIVED
HEARTWOOD 23 LLC	595,644.68	274,893.12	236,598.20	282,150.00	-	793,641.32
<b>DIRECT RECEIPTS</b>	<b>595,644.68</b>	<b>274,893.12</b>	<b>236,598.20</b>	<b>282,150.00</b>	<b>-</b>	<b>793,641.32</b>
<b>TAX ROLL RECEIPTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL RECEIPTS</b>	<b>595,644.68</b>	<b>274,893.12</b>	<b>236,598.20</b>	<b>282,150.00</b>	<b>-</b>	<b>793,641.32</b>

NO LOTS PLATTED IN TIME TO BE PLACED ON 2016 PROPERTY TAX BILLS. ASSESSMENTS INVOICED  
DIRECTLY WITH PAYMENTS DUE IN INSTALLMENTS DUE 4/1/18, 9/30/18

THERE IS AN ADDITIONAL \$400,012 DUE FOR DEVELOPER CONTRIBUTION

PERCENT COLLECTED DIRECT	62%	62%	50%	0.0%	57.1%
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*B.*

# Meadow View at Twin Creeks

Community Development District

Funding Request #24

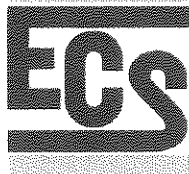
April 5, 2018

PAYEE		GENERAL FUND	
1	<b>ESC Florida, LLC</b> Engineering Services Inv# 642719 3/8/18 Engineering Services Inv# 642721 3/8/18	\$ \$	1,000.00 1,000.00
2	<b>Ferguson Waterworks</b> February Service Charges Inv #SC139277 2/28/18	\$	160.82
3	<b>Governmental Management Services, LLC</b> April Management Fees Inv #27 4/2/18	\$	4,418.75
4	<b>Hopping Green &amp; Sams</b> January General Counsel Inv #98925 2/28/18	\$	1,200.00
<b>Total Funding Request</b>		<b>\$</b>	<b>7,779.57</b>

Please make check payable to: **Meadown View at Twin Creek CDD**  
c/o GMS LLC  
475 West Town Place  
Suite 114  
St. Augustine FL 32092

Signature: \_\_\_\_\_  
Chairman/Vice Chairman

Signature: \_\_\_\_\_  
Secretary/Asst. Secretary



PLEASE REMIT TO:

**ECS FLORIDA, LLC**  
**14026 THUNDERBOLT PLACE, SUITE 600**  
**CHANTILLY, VA 20151**

Invoice Date

03/08/2018

Invoice Number

642719

Always Refer To  
Above Number

Page 1 of 1

PROJECT NAME: Beacon Lake Townhomes  
St. Johns County, FL

TO: Mr. Blaz Kovacic  
Meadow View at Twin Creeks Community Development District  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT No.	BILLED THRU DATE	TERMS
NG5701	35:26589	03/03/2018	DUE UPON RECEIPT

Please Pay  
This Amount:

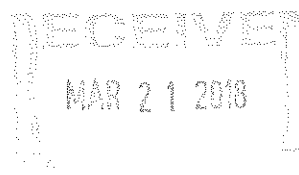
**\$1,000.00**

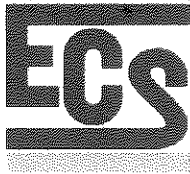
Description	Quantity	Units	Unit Price	Extension	Total
For Report dated February 14, 2018					\$1,000.00
				Subtotal:	\$1,000.00
*****					
* Invoice Total - Please Remit =>					\$1,000.00
*****					

If you have any questions regarding this  
invoice please contact Colin Shaw at  
904.880.0960

\* BUDGET SUMMARY \*

Budget Estimate: \$7,600.00  
Previously Invoiced: \$6,600.00  
Amt. This Invoice: \$1,000.00  
Amt. Remaining: \$0.00





PLEASE REMIT TO:

**ECS FLORIDA, LLC**  
**14026 THUNDERBOLT PLACE, SUITE 600**  
**CHANTILLY, VA 20151**

Invoice Date

03/08/2018

Invoice Number

642721

Always Refer To  
Above Number

Page 1 of 1

PROJECT NAME: Beacon Lake - Phase 2  
St. Johns County, FL

TO: Mr. Blaz Kovacic  
Meadow View at Twin Creeks Community Development District  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT No.	BILLED THRU DATE	TERMS
NG5701	35:26588	03/03/2018	DUE UPON RECEIPT

**Please Pay  
This Amount:**

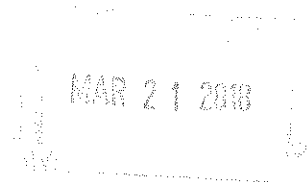
**\$1,000.00**

Description	Quantity	Units	Unit Price	Extension	Total
For Report Dated February 13, 2018					\$1,000.00
				Subtotal:	\$1,000.00
*****					
* Invoice Total - Please Remit =>					\$1,000.00
*****					

If you have any questions regarding this  
invoice please contact Colin Shaw at  
904.880.0960

**\*BUDGET SUMMARY\***

Budget Estimate: \$8,500.00  
Previously Invoiced: \$7,500.00  
Amt. This Invoice: \$1,000.00  
Amt. Remaining: \$0.00



Task	XI	CR 210 Driveway Connection			
			Current	Prior	To-Date
Total Billings			0.00	2,765.50	2,765.50
Contract Limit					5,000.00
Remaining					2,234.50
Total this Task					0.00

Task	XP	Expenses			
Expenses					
Reproductions					11.55
	<b>Total Expenses</b>		<b>1.15 times</b>	<b>11.55</b>	<b>13.28</b>
			<b>Total this Task</b>		<b>\$13.28</b>

Invoice Total this Period \$6,641.28

**WATERWORKS**801 THORPE ROAD  
ORLANDO, FL 32824-8016

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
SC139277	\$160.82	50078	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**FEI-ORLANDO WATERWORKS #126  
801 THORPE ROAD  
ORLANDO, FL 32824-8016

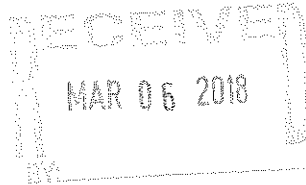
Please contact with Questions: 407-859-7473

7958 1 AB 0.408 E0152X I0262 D3386994781 S2 P5141409 0001:0001

MEADOWVIEW AT TWIN CREEKS COMM  
BEACON PO#16-156-01  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649**SHIP TO:**

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
	126					02/28/18	
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			SERVICE CHARGE FOR FEBRUARY	160.820		160.82	

RECEIVED  
MAR 06 2018



Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS:	TOTAL DUE	\$160.82
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html) and are incorporated by reference. Seller may convert checks to ACH.

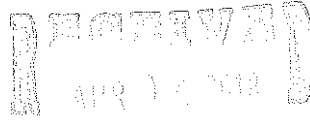
0001:0001

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Bill To:**

Meadow View at Twin Creeks CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092



BT: .....

**Invoice #:** 27**Invoice Date:** 4/2/18**Due Date:** 4/2/18**Case:****P.O. Number:**

Description	Hours/Qty	Rate	Amount
Management Fees - April 2018		3,750.00	3,750.00
Information Technology - April 2018		166.67	166.67
Dissemination Agent Services - April 2018		416.67	416.67
Office Supplies		23.93	23.93
Postage		46.71	46.71
Copies		5.55	5.55
Telephone		9.22	9.22
<b>Total</b>			<b>\$4,418.75</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$4,418.75</b>

# Hopping Green & Sams

Attorneys and Counselors

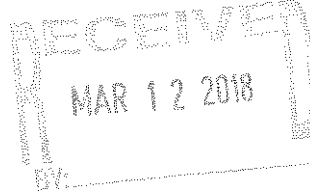
119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

## STATEMENT

February 28, 2018

Meadow View at Twin Creeks Community Development  
District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bill Number 98925  
Billed through 01/31/2018



### General Counsel

MVTCDD 00001 JLE

### FOR PROFESSIONAL SERVICES RENDERED

01/02/18	JLE	Review engineer's report; email correspondence with Lockwood regarding use of bond proceeds.	0.30 hrs
01/13/18	JLE	Respond to questions regarding pool; prepare draft rules and policies for pool; follow-up regarding the same.	0.90 hrs
01/18/18	JLE	Prepare for and attend Board meeting; follow-up regarding the same.	0.40 hrs
01/25/18	JLE	Confer with Parker regarding election process; follow up regarding the same.	0.30 hrs
01/29/18	JLE	Confer with Parker regarding plat and property transfer; begin to prepare memorandum regarding election process; prepare deed for property transfer.	0.90 hrs
01/30/18	JLE	Continue to prepare memorandum regarding election process; email correspondence regarding the same.	1.30 hrs
01/30/18	APA	Review quit claim deeds and legal regarding same.	0.50 hrs
Total fees for this matter			\$1,200.00

### MATTER SUMMARY

Papp, Annie M. - Paralegal	0.50 hrs	145 /hr	\$72.50
Earlywine, Jere L.	4.10 hrs	275 /hr	\$1,127.50
TOTAL FEES			\$1,200.00
TOTAL CHARGES FOR THIS MATTER			<u>\$1,200.00</u>

### BILLING SUMMARY

Papp, Annie M. - Paralegal	0.50 hrs	145 /hr	\$72.50
Earlywine, Jere L.	4.10 hrs	275 /hr	\$1,127.50



=====	
TOTAL FEES	\$1,200.00
<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,200.00</b>

**Please include the bill number on your check.**