# MEADOW VIEW AT TWIN CREEKS

Community Development District

November 16, 2017

# Meadow View at Twin Creeks

# Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092 Phone: 904-940-5850 - Fax: 904-940-5899

November 9, 2017

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, November 16, 2017 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 October 19, 2017 Meeting
- IV. Consideration of Proposal from Universal Engineering Sciences for Retaining Wall Designs
- V. Other Business
- VI. Staff Reports
  - A. District Counsel
  - B. District Engineer
    - 1. Consideration of Requisition Nos. 55-63
    - 2. Consideration of Work Authorization No. 6
    - 3. Consideration of Work Authorization No. 7
    - 4. Consideration of Work Authorization No. 2, Amendment 1
  - C. District Manager
- VII. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Consideration of Funding Request No. 19
- VIII. Supervisors' Requests and Audience Comments
  - IX. Next Scheduled Meeting December 21, 2017 at 10:00 a.m. at the offices of GMS
  - X. Adjournment

Enclosed for your review and approval are copies of the minutes of the October 19, 2017 meeting.

The fourth order of business is consideration of proposal from Universal Engineering Sciences for retaining wall designs. A copy of the proposal is enclosed for your review.

Enclosed under financial reports is the balance sheet and income statement and funding request number 19.

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 Perry

James Perry

District Manager Meadow View at Twin Creeks Community Development District



# Meadow View at Twin Creeks Community Development District Agenda

Thursday November 16, 2017 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

- I. Call to Order
- II. Public Comment
- III. Approval of Minutes of the October 19, 2017 Meeting
- IV. Consideration of Proposal from Universal Engineering Sciences for Retaining Wall Designs
- V. Other Business
- VI. Staff Reports
  - A. District Counsel
  - B. District Engineer
    - 1. Consideration of Requisition Nos. 55-63
    - 2. Consideration of Work Authorization No. 6
    - 3. Consideration of Work Authorization No. 7
    - 4. Consideration of Work Authorization No. 2, Amendment 1
  - C. District Manager
- VII. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Consideration of Funding Request No. 19
- VIII. Supervisors' Requests and Audience Comments

- IX. Next Scheduled Meeting December 21, 2017 at 10:00 a.m. at the offices of GMS
- X. Adjournment



# 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, October 19, 2017 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

#### Present and constituting a quorum were:

Bruce Parker Chairman

Blaz Kovacic Vice Chairman (by phone)

Ben BishopSupervisorAaron LymanSupervisorDaniel BlanchardSupervisor

Also present were:

Jim Oliver District Manager

Jere Earlywine District Counsel (by phone)

Scott Land District Engineer

The following is a summary of the discussions and actions taken at the October 19, 2017 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

A. August 17, 2017 Workshop

#### B. September 29, 2017 Meeting

There were no comments on the minutes.

On MOTION by Mr. Parker seconded by Mr. Lyman with all in favor the minutes of the August 17, 2017 workshop and September 29, 2017 meeting were approved.

#### FOURTH ORDER OF BUSINESS

#### Acceptance of Engagement Letter from Berger, Toombs, Elam Gaines & Frank for FY 2017 Audit

Mr. Oliver stated this firm was selected through the RFP process and they did the FY 2016 audit. The engagement letter amount is for \$2,315; the budgeted amount is \$4,000 so it comes in under budget.

On MOTION by Mr. Parker seconded by Mr. Bishop with all in favor the engagement letter was accepted.

#### FIFTH ORDER OF BUSINESS

#### **Other Business**

There being none, the next item followed.

#### SIXTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. District Counsel

Mr. Earlywine stated I received an update from Mike Lucas on the amenity center contract. It sounds like they are doing some more value engineering and they're supposed to get some pricing back so it sounds like they're pretty close to signing that contract.

#### **B.** District Engineer

#### 1. Consideration of Requisition Nos. 48-54

Mr. Land stated number 48 is to Ferguson Waterworks for \$180; 49 is to Hopping Green & Sams for \$789.84; number 50 is to Hopping Green & Sams for \$2,012.50; 51 is to ETM for \$2,959.50; 52 is to ETM for \$388; 53 is to Hughes Brothers for \$543,409.69 and 54 is to Dicky Smith for \$64,949.

On MOTION by Mr. Bishop seconded by Mr. Kovacic with all in favor requisition numbers 48-54 were approved.

#### 2. Consideration of Change Order No. 1 – Beacon Lake Entrance

Mr. Land stated this is from Dicky Smith on the entrance. One of them is to provide a 5-foot custom vinyl fence and the other one is to provide a single-hung aluminum window with surface slide grids and the last one is to provide revised electrical fixtures per the revised

architectural sheets. These are all savings from what they had on the original plan. The total savings is \$116,716.

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

C. District Manager – Discussion of the Fiscal Year 2018 Meeting Schedule There being none, the next item followed.

#### SEVENTH ORDER OF BUSINESS Financial Reports

#### A. Balance Sheet & Income Statement

Mr. Oliver stated the financial reports for September 30, 2017 are in your agenda packet. There are no unusual variances on the balance sheet. The audit will begin for FY 2017.

#### B. Consideration of Construction Funding Request No. 18

Mr. Oliver stated funding request number 18 is in the amount of \$18,604.64.

On MOTION by Mr. Bishop seconded by Mr. Parker with all in favor Funding Request No. 18 was approved.

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

Supervisors' Requests and Audience Comments

There being none, the next item followed.

#### NINTH ORDER OF BUSINESS

Next Scheduled Meeting – November 16, 2017 at 10:00 a.m. at the Offices of GMS

Mr. Oliver stated the next scheduled meeting is November 16, 2017 at 10:00 a.m.

TI	TI	JTH	UBDEB	OF BUSINESS	Adiournment
11	יונים	١П	UNDER	OF DUBLINGS	Autouriilieli

On MOTION by Mr. Parker seconded by Mr. Bishop with all in favor the meeting was adjourned.

Chairman/Viaa Chairman	_
	Chairman/Vice Chairman





October 25, 2017

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

Attention:

Mr. James Perry, District Manager

Reference:

Proposal for Redi-Rock Retaining Wall Designs

North Side of Pump Station PS-2 &

Hutchinson Lane Wetland Crossing (Sta. 25+65)

Beacon Lake Phase 1 St. Johns County, Florida UES Proposal No. 1498214v2

UES Opportunity No. 0130.1017.00028

Dear Mr. Perry:

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

#### PROJECT DESCRIPTION

We understand that the proposed project will include the design of three (3) Redi-Rock retaining walls as follows:

- 1) A small retaining wall located along the North side of Pump Station PS-2 in the Beacon Lake Phase 1 development in St. Johns County, Florida. Based on the plans provided by Scott Land, P.E. with ETM, Inc., we understand that the proposed retaining wall will be approximately 70 feet long and up to approximately 6 feet exposed height. The approximate total exposed wall face area will be on the order of 420 square feet.
- 2) Two retaining walls along the north and south sides of Hutchinson Lane at the wetland crossing located at an approximate station of 25+65. Based on the provided plans, we understand that each of these walls will be approximately 125 feet long and have up to 3 feet exposed height. The approximate total exposed wall face area for the walls will be on the order of 750 square feet. According to the provided plans, there will be two 18-inch diameter reinforced concrete pipes through the walls connecting the wetlands on the north and south sides of the roadway. At each end of the culvert pipes, a reinforced cast-in-place concrete headwall is shown on the civil plans, to be constructed in accordance with Florida Department of Transportation Index No. 250.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the

LOCATIONS:

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

Proposal for Redi-Rock Wall Designs
North Side of Pump Station PS-2 & Hutchinson Lane Wetland Crossing
Beacon Lake Phase 1, St. Johns County, Florida
UES Proposal No. 1498214v2
UES Opportunity No. 0130.1017.00028
Page 2



opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

#### **SCOPE OF SERVICES**

Universal Engineering Sciences, Inc. (UES) proposes to prepare Redi-Rock retaining wall design as described above. In addition, we will provide structural details for the FDOT Index 250 headwalls to be constructed at the wetland crossing of Hutchinson Lane (station 25+65). Our design will be presented on 24 inch by 34 inch design level drawings, as required. All drawings will be signed and sealed by a Professional Engineer licensed in the State of Florida, who is experience in the structural design of retaining walls. Our design analyses will include both internal stability of the wall (sliding and overturning) and global stability of the wall/terrain configuration.

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

#### **FEE AND TERMS**

Universal Engineering Sciences proposes to complete the retaining wall designs mention above for a *lump sum fee of \$4,500*. We will not exceed our budget unless the scope of work is varied or the soil or groundwater conditions encountered are significantly different from those anticipated, in which event you will be notified prior to any increase in costs.

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

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

Proposal for Redi-Rock Wall Designs
North Side of Pump Station PS-2 & Hutchinson Lane Wetland Crossing
Beacon Lake Phase 1, St. Johns County, Florida
UES Proposal No. 1498214v2
UES Opportunity No. 0130.1017.00028
Page 3



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

Sincerely,

Universal Engineering Sciences, Inc.

Gerald M. Byrne

Senior Project Manager

gbyrne@universalengineering.com

Enclosures:

**Proposal Notes** 

Work Authorization/Proposal Acceptance Form

**General Contract Conditions** 

Distribution:

Client via email

### **UNIVERSAL ENGINEERING SCIENCES, INC.**

Work Authorization / Proposal Acceptance Form

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

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

PROJECT NAME:	Redi-Rock Retaining Wall Design					
PROJECT LOCATION:	North Side of Pump Station PS-2 & Hutchinson Lane Wetland Crossing, Beacon Lake Phase 1					
	St. Johns County, Florida					
CLIENT NAME:	Meadow View at Twin Creeks Cor		District Attention: Mr. James Perry			
	c/o Governmental Management S					
CLIENT ADDRESS:	475 West Town Place, Suite 114	, St. Augustine, FL 32	2092 Phone:			
EMAIL:						
I. Scope of Serv	vices and Understanding of Pr	oiost (Soo attached	proposal or as indicated below)			
•	PROPOSAL NO.: 1498214	- •	NO. 0130.1017.00028			
020	711010011011	51 1 51 11 51 11 1				
Redi-Ro	ck Retaining Wall Design – North	of PS-2	\$1,500.00 (Lump Sum)			
Redi-Ro	ck Retaining Wall / Headwall Desi	gn – Hutchinson Lan	e \$3,000.00 (Lump Sum)			
above shall govern.	nd for payment. (To be completed by		e provision in the Contract Document first			
If the invoice is to I	be mailed for approval to someone other	than the account charged	f, please indicate where below:			
Fi		Social Security N				
-		Federal Identifica				
Address:						
	e parties have caused this agreement to					
CLIENT			GINEERING SCIENCES			
		BY (Signature)				
-		TYPED NAME	Gerald M. Byrne			
TITLE		TITLE	Senior Project Manager			
DATE		DATE	October 25, 2017			

**Return Executed Copy to:** 

Universal Engineering Sciences, Inc. 3532 Maggie Boulevard, Orlando, FL 32811



#### **PROPOSAL NOTES:**

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

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

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

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

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

The Client will be responsible for all applicable taxes.



## Universal Engineering Sciences, Inc. GENERAL CONDITIONS

#### **SECTION 1: RESPONSIBILITIES**

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

#### **SECTION 2: STANDARD OF CARE**

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

#### SECTION 3: SITE ACCESS AND SITE CONDITIONS

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

#### SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

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

#### **SECTION 5: BILLING AND PAYMENT**

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

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

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

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

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

#### **SECTION 8: RISK ALLOCATION**

8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

#### **SECTION 9: INSURANCE**

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

#### **SECTION 10: DISPUTE RESOLUTION**

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

#### **SECTION 11: TERMINATION**

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

#### **SECTION 12: ASSIGNS**

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

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

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

#### **SECTION 14. INTEGRATION CLAUSE**

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

Rev. 06/10/2015





## Meadow View at Twin Creeks Community Development District

### November 16, 2017

- 1. Consideration of Requisitions 55 63
- 2. Consideration of Work Authorization No. 6
- 3. Consideration of Work Authorization No. 7
- 4. Consideration of Work Authorization No. 2, Amendment 1

Scott A. Wild District Engineer England-Thims & Miller, Inc.



#### MEADOW VIEW AT TWIN CREEKS CDD

#### 2016 SPECIAL ASSESSMENT BONDS (2016 PROJECT) REQUISITION SUMMARY

November 16, 2017

	2016 SPECIAL ASSESSMENT BONDS (2016 PROJECT) REQUISTIONS					
<u>Date of</u> <u>Requisition</u>	Req #	<u>Payee</u>	<u>Reference</u>	Requisition Amount		
TO BE APPROVED						
11/15/2017	55 D	el Zotto Products of Florida	Direct Purchase of Construction Materials to be incorporated into Beacon Lakes Ph1 Project	\$24,926.88		
11/15/2017	56 H	lughes Brothers Construction, Inc.	Contractor Application for Payment #12 - Beacon Lake Phase 1	\$668,967.23		
11/15/2017	57 O	D.R. Dicky Smith & Co., Inc.	Contractor Application for Payment #2 - Beacon Lake Entrance	\$121,270.00		
11/15/2017	58 E	ТМ	Meadow View at Twin Creeks CDD-Beacon Lakes Phase 1 Construction (WA#2) Invoice 185252	\$8,698.06		
11/15/2017	59 E	ТМ	Meadow View at Twin Creeks CDD-Beacon Lakes Phase 2 Design Phase (WA#5) Invoice 185279	\$388.00		
11/15/2017	60 E	ТМ	Beacon Lake Townhomes Construction Phase (WA#3) Invoice 185296	\$388.00		
11/15/2017	61 E	ТМ	Beacon Lakes Phase 1 Construction Plan Modification (WA#4) Invoice 185277	\$6,348.02		
11/15/2017	62 E	ТМ	Meadow View at Twin Creeks CDD-Beacon Lakes Phase 1 Construction (WA#2) Invoice 184789	\$13,882.13		
11/15/2017	63 H	opping Green & Sams	Professional Services related to project construction-Bill number 96274	\$2,734.73		
			Requisitions to Approved-2016 Special Assessment Bonds (2016 Project)	\$847,603.05		

.

# WORK AUTHORIZATION NO. 6 MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT BEACON LAKE – AMENITY CENTER CONSTRUCTION PLAN MODIFICATIONS

#### **SCOPE OF WORK**

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

#### TASK 1 REGRADING OF AMENITY CENTER

- Raise entire site approximately 2'
- Coordinate with Architect
- Blend grades to match existing conditions at boundary
- Revise drainage and utilities to match new grades

FEE	HOURLY
	(ESTIMATED BUDGET= \$7,000.00)
TASK 2	AMENITY MODCP REGULATORY PERMITTING/APPROVALS
Preparation	on, submittal and processing of the St. Johns County DRC submittal package and construction plans.
LUMP SU	M FEE\$2,000.00
EXPENSES	S
Costs sucl	h as printing, telephone, delivery service, mileage, and travel shall be invoiced a direct cost plus 15%

#### ITEMS NOT INCLUDED

(ESTIMATED BUDGET ......\$1,000.00)

- 1. Geotechnical Investigations
- 2. Material Testing
- 3. As-Built Surveys
- 4. Preparation of Offsite Easement(s)
- 5. Easement Staking
- 6. Groundwater Modeling
- 7. Project Bidding
- 8. Cost Estimating
- 9. Retaining Wall Design

# ENGLAND-THIMS & MILLER, INC. HOURLY FEE SCHEDULE - 2017

Principal – CEO/CSO/President	\$259.00/Hr.
Principal – Vice President	\$244.00/Hr.
Chief Engineer	
Senior Engineer	\$194.00/Hr.
Engineer	
Project Manager	\$178.00/Hr.
Assistant Project Manager	\$146.00/Hr.
Chief Planner	\$244.00/Hr.
Senior Planner	
Planner	\$146.00/Hr.
CEI Senior Engineer	\$211.00/Hr.
Senior Inspector	
Inspector	\$118.00/Hr.
Senior Landscape Architect	\$163.00/Hr.
Landscape Architect	\$146.00/Hr.
Senior Graphics Technician	.\$146.00/Hr.
GIS Programmer	\$156.00/Hr.
GIS Analyst	\$130.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$146.00/Hr.
Engineering/Landscape Designer	\$125.00/Hr.
CADD/GIS Technician	\$118.00/Hr.
Administrative Support	\$81.00/Hr.

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

#### **APPROVAL**

Submitted by:		Date:	
	England-Thims & Miller, Inc.		
Approved by:		Date:	
Me:	adow View at Twin Creeks Community	Develonment District	

# WORK AUTHORIZATION NO. 7 MEADOW VIEW AT TWIN CREEK COMMUNITY DEVELOPMENT DISTRICT BEACON LAKE – PHASE 1 SMALL ADJUSTMENT AND CONSTRUCTION PLAN MODIFICATIONS

#### **SCOPE OF WORK**

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

#### TASK 1 PREPARE AND PROCESS AN APPLICATION FOR SMALL ADJUSTMENT

ETM will prepare and process an application for a Small Adjustment to eliminate the required 25-foot building setback from upland buffers adjacent to contiguous wetlands consistent with the new Land Development Code standards. The LDC standards will require that the average 25-foot upland buffer be located outside of platted single-family lots. This scope of work will include preparation of the application and required supporting information and exhibits including a revised written description and a revised incremental Master Development Plan (MDP) map that incorporates all previously approved incremental MDP's to date and removes the building setback lines and dot lots. The scope of work will also include responses to staff review comments as necessary and submittal of a mylar of the MDP Map for recording. We propose to undertake this work on an hourly basis and have provided an estimated budget below.

FEE......HOURLY

(ESTIMATED BUDGET= \$6,800.00)

#### TASK 2 REVISE ENGINEERING DRAWINGS AND ST. JOHNS COUNTY PERMITTING

Revise plans per small adjustment and preparation, submittal and processing of the St. Johns County MODCP submittal package.

LUMP SUM FEE......\$3,000.00

#### **EXPENSES**

Costs such as printing, telephone, delivery service, mileage, and travel shall be invoiced a direct cost plus 15% (ESTIMATED BUDGET ......\$1,000.00)

#### **ITEMS NOT INCLUDED**

- 1. As-Built Surveys
- 2. Project Bidding
- 3. Cost Estimating
- 4. Retaining Wall Design
- 5. Permit Application and Recording Fees

# ENGLAND-THIMS & MILLER, INC. HOURLY FEE SCHEDULE - 2017

Principal – CEO/CSO/President	\$259.00/Hr.
Principal – Vice President	\$244.00/Hr.
Chief Engineer	\$244.00/Hr.
Senior Engineer	\$194.00/Hr.
Engineer	\$151.00/Hr.
Project Manager	\$178.00/Hr.
Assistant Project Manager	\$146.00/Hr.
Chief Planner	\$244.00/Hr.
Senior Planner	\$178.00/Hr.
Planner	\$146.00/Hr.
CEI Senior Engineer	\$211.00/Hr.
Senior Inspector	\$146.00/Hr.
Inspector	\$118.00/Hr.
Senior Landscape Architect	
Landscape Architect	\$146.00/Hr.
Senior Graphics Technician	.\$146.00/Hr.
GIS Programmer	
GIS Analyst	\$130.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$146.00/Hr.
Engineering/Landscape Designer	\$125.00/Hr.
CADD/GIS Technician	\$118.00/Hr.
Administrative Support	\$81.00/Hr.

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

#### **APPROVAL**

Submitted by:		Date:	
	England-Thims & Miller, Inc.		
Approved by:		Date:	
Me	adow View at Twin Creeks Community	Development District	

4.

## WORK AUTHORIZATION NO. 2 AMENDMENT 1

## MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT BEACON LAKE - PHASE 1 - CONSTRUCTION PHASE

#### **SCOPE OF WORK**

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

#### **CONSTRUCTION PHASE**

#### Task 1 Limited Construction Engineering & Inspection Services

- Periodic inspection of work commensurate with progress schedule including erosion control and maintenance of traffic
- Monthly coordination meeting and as needed pre-work meetings
- As needed administration of tax exempt purchase program made by District
- Project correspondence general correspondence and RFI's
- Coordination with Permitting Authorities (including St. Johns County, SJRWMD, etc.)
- General construction schedule review
- General review of Material testing reports
- Monthly As-built Review
- Partial lien release coordination
- Review and evaluation of storm drainage video inspections prior to submittals to St.
   Johns County
- Review and evaluation of sewer pipe video and report prior to submittal to SJCUD
- Project photo/video documentation
- Pre-Final and Final Inspections with Jurisdictional Authorities

	HOURLY			
(Estimated Budget – 6.5 hrs./week fo	or 3 months @ \$146/hr \$11,388.00)			
s shall be performed on a time and ma	terial basis at the currently approved rate and			
	Date:			
	Date:			



A.

# Meadow View at Twin Creeks Community Development District

Unaudited Financial Statements as of October 31, 2017

## Meadow View at Twin Creeks

## Community Development District

### Combined Balance Sheet

October 31, 2017

	General	Debt Servíce	Capítal Project	Totals
Assets:				
Cash	\$4,516			\$4,516
Investments:				
Seríes 2016 A1 & A2				
Reserve A1		\$133,216		\$133,216
Reserve A2		\$114,483		\$114,483
Capitalized Interest A1		\$171,755		\$171,755
Capitalized Interest A2		\$156,656		\$156,656
Construction			\$1,433,509	\$1,433,509
COI			\$41,572	\$41,572
Seríes 2016 B				
Reserve		\$282,150		\$282,150
Capitalized Interest		\$282,774		\$282,774
Construction			\$8,270,348	\$8,270,348
COI			\$33,604	\$33,604
Due From Developer	\$18,605			\$18,605
Total Assets	\$23,121	\$1,141,034	\$9,779,033	\$10,943,188
<u>Liabilities:</u>				
Accounts Payable	\$4,872			\$4,872
Fund Balances:				
Nonspendable	\$0	\$0	\$0	\$0
Restricted for Debt Service	\$0	\$1,141,034	\$9,779,033	\$10,920,066
Unassigned	\$18,249	\$0	\$0	\$18,249
Total Liabilities & Fund Equity	\$23,121	\$1,141,034	\$9,779,033	\$10,943,188

## Meadow View at Twin Creeks

#### <u>Community Development District</u> GENERAL FUND

Statement of Revenues & Expenditures For The Period Ending October 31, 2017

	Adopted	Prorated	Actual	
	Budget	Thru 10/31/17	Thru 10/31/17	Variance
<u>REVENUES:</u>				
	6402.012	6402.012	£21.025	(\$200.077)
Developer Contributions/Assessments	\$402,012	\$402,012	\$21,935	(\$380,077)
TOTAL REVENUES	\$402,012	\$402,012	\$21,935	(\$380,077)
<u>EXPENDITURES:</u>				
ADMINISTRATIVE:				
Engineering	\$12,000	\$1,000	\$0	\$1,000
Attorney Fees	\$30,000	\$2,500	\$0	\$2,500
Dissemination	\$5,000	\$417	\$417	(\$0)
Annual Audit	\$4,000	\$0	\$0	\$0
Artbitrage	\$1,200	\$100	\$0	\$100
Trustee Fees	\$10,000	\$833	\$0	\$833
Management Fees	\$45,000	\$3,750	\$3,750	\$0
Information Technology	\$2,000	\$167	\$167	(\$0)
Telephone	\$250	\$21	\$27	(\$6)
Postage	\$1,000	\$83	\$21	\$63
Insurance	\$5,250	\$5,250	\$5,610	(\$360)
Printing and Binding	\$4,000	\$333	\$221	\$112
Legal Advertising	\$3,000	\$250	\$80	\$170
Other Current Charges	\$500	\$42	\$21	\$21
Office Supplies	\$500	\$42	\$15	\$27
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE	\$123,875	\$14,963	\$10,503	\$4,460
Hydrology Quality/Mitigation	\$6,400	\$533	\$0	\$533
Landscape Maintenance	\$100,000	\$8,333	\$0	\$8,333
Landscape Contingency	\$30,000	\$2,500	\$0	\$2,500
Lake Maintenance	\$12,000	\$1,000	\$0	\$1,000
Grounds Maintenance	\$12,000	\$1,000	\$0	\$1,000
Pump Repairs	\$2,500	\$208	\$0	\$208
Streetlight Repairs	\$5,000	\$417	\$0	\$417
Irrigation Repairs	\$7,500	\$625	\$0	\$625
Miscellaneous	\$5,000	\$417	\$0	\$417
Contingency	\$97,737	\$8,145	\$0	\$8,145
TOTAL ADMINISTRATIVE	\$278,137	\$23,178	\$0	\$23,178
TOTAL EXPENDITURES	\$402,012	\$38,141	\$10,503	\$27,638
EXCESS REVENUES (EXPENDITURES)	\$0		\$11,432	
FUND BALANCE - Beginning	\$0		\$6,817	
FUND BALANCE - Ending	\$0		\$18,249	
č				

### Community Development District

General Fund

Month By Month Income Statement

Fiscal Year 2017

	October	November	December	January	February	March	April	Мау	June	July	August	September	Total
<u>Revenues:</u>	October	November	December	Junuary	Jediuary	march	муни	энич	June	July	August	September	201111
Developer Contributions/Assessments	\$21,935	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,935
Total Revenues	\$21,935	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,935
Expenditures:													
<u>Administrative</u>													
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750
Information Technology	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
Telephone	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27
Postage	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
Insurance	\$5,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,610
Printing and Binding	\$221	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$221
Legal Advertising	\$80	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80
Other Current Charges	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
Office Supplies	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Capítal Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$10,503	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,503
Total Expenses	\$10,503	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,503
Excess Revenues (Expenditures)	\$11,432	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,432

## Meadow View at Twin Creeks Community Development District Funding Requests

Funding Request #	Date of Request	Check Date Received Developer	Check Amount Developer	Requested Funding Amount FY 2017	Requested Funding Amount FY 2018	Balance Due From Developer
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			\$13,987.40	\$4,617.24	\$13,987.40
TOTAL			\$66,191.36	\$90,911.00	\$10,227.24	\$13,987.40

### Community Development District

Debt Service Fund Series 2016 A1 & A2

	Adopted Budget	Prorated Thru 10/31/17	Actual Thru 10/31/17	Varíance
REVENUES:				
Interest Income	\$600	\$600	\$95	(\$505)
Special Assessments - Tax Collector	\$443,376	\$443,376	\$0	(\$443,376)
Special Assessments - Prepayments	\$381,610	\$0	\$0	\$0
TOTAL REVENUES	\$825,586	\$443,976	\$95	(\$443,881)
<u>EXPENDITURES:</u>				
<u>Seríes 2016 A1</u>				
Interest Expense - 11/01	\$171,375	\$0	\$0	\$0
Interest Expense - 05/01	\$171,375	\$171,375	\$0	\$171,375
Principal Expense - 05/01	\$100,000	\$0	\$0	\$0
<u>Seríes 2016 A2</u>				
Interest Expense - 11/01	\$156,310	\$0	\$0	\$0
Interest Expense - 05/01	\$156,310	\$156,310	\$0	\$156,310
Principal Expense - 05/01	\$70,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$825,370	\$327,685	\$0	\$327,685
OTHER SOURCES/(USES)				
Interfund Transfer In/(Out)	\$0	\$0	(\$19)	(\$19)
Bond Proceeds	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES AND USES	\$0	\$0	(\$19)	(\$19)
EXCESS REVENUES (EXPENDITURES)	\$216		\$76	
FUND BALANCE - Beginning	\$328,247		\$576,034	
FUND BALANCE - Ending	\$328,463	- -	\$576,109	

### Community Development District

Debt Service Fund Series 2016 B

	Adopted Budget	Prorated Thru 10/31/17	Actual Thru 10/31/17	Variance
REVENUES:				
Interest Income	\$600	\$600	\$93	(\$507)
Special Assessments - Tax Collector	\$564,300	\$564,300	\$0	(\$564,300)
Specíal Assessments - Prepayments	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$564,900	\$564,900	\$93	(\$564,807)
EXPENDITURES:				
Interest Expense - 11/01	\$282,150	\$0	\$0	\$0
Interest Expense - 05/01	\$282,150	\$282,150	\$0	\$282,150
Principal Expense - 05/01	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$564,300	\$282,150	\$0	\$282,150
OTHER SOURCES/(USES)				
Interfund Transfer In/(Out)	\$0	\$0	(\$46)	(\$46)
Bond Proceeds	\$0	\$0	\$0	\$0
TOTAL OTHER SOURCES AND USES	\$0	\$0	(\$46)	(\$46)
EXCESS REVENUES (EXPENDITURES)	\$600		\$46	
FUND BALANCE - Beginning	\$0		\$564,878	
FUND BALANCE - Ending	\$600	- =	\$564,924	

# Community Development District

Capital Projects Fund Series 2016 A1 & A2

	Seríes 2016 A1/A2
REVENUES:	
Interest Income	\$512
TOTAL REVENUES	\$512
<u>EXPENDITURES:</u>	
Capital Outlay	\$1,642,331
Cost of Issuance	\$346,555
TOTAL EXPENDITURES	\$1,988,886
OTHER SOURCES/(USES)	
Bond Proceeds	\$0
Interfund Transfer In (Out)	(\$19)
TOTAL OTHER SOURCES/(USES)	(\$19)
EXCESS REVENUES (EXPENDITURES)	(\$1,988,392)
FUND BALANCE - Beginning	\$3,463,474
FUND BALANCE - Ending	\$1,475,081

# Community Development District

Capital Projects Fund Series 2016 B

	Series
	2016 B
<u>REVENUES:</u>	
Interest Income	\$1,365
TOTAL REVENUES	\$1,365
EXPENDITURES:	
Capital Outlay	\$0
Cost of Issuance	\$0
TOTAL EXPENDITURES	\$0
OTHER SOURCES/(USES)	
Bond Proceeds	\$0
Interfund Transfer In (Out)	\$46
TOTAL OTHER SOURCES/(USES)	\$46
EXCESS REVENUES (EXPENDITURES)	\$1,411
FUND BALANCE - Beginning	\$8,302,541
FUND BALANCE - Ending	\$8,303,952

### 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: \$133,215.92

\$9,405,000

Bonds outstanding - 10/26/2016 \$6,640,000 Less: May 1, 2017

**Current Bonds Outstanding** \$6,640,000

### Series 2016 A2 Special Assessment Bonds

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

### Series 2016 B Special Assessment Bonds

**Current Bonds Outstanding** 

**Current Bonds Outstanding** 

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



**Community Development District** 

**Funding Request #19** 

November 7, 2017

	PAYEE	GE	NERAL FUND
1	<b>Department of Ecomonic Opportunity</b> FY18 Special District Fee	\$	175.00
1	<b>England Thims &amp; Miller</b> September Professional Services Inv #0185299 10/12/17	\$	2,467.22
2	<b>Governmental Management Services, LLC</b> November Management Fees Inv #22 11/1/17	\$	4,527.06
3	<b>Hopping Green &amp; Sams</b> August General Counsel Inv #96273 9/29/17	\$	404.00
4	St. Augustine Record Notice of Meetings 10/19 #17453087 10/12/2017	\$	79.70
	Total Funding Request	\$	7,652.98

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	,

# Florida Department of Economic Opportunity, Special District Accountability Program FY 2017/2018 Special District Fee Invoice and Update Form Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 71180			Date Invoiced: 10/02/2017
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/04/2017: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

(850) 222-7500

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



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

Mr. Jere Earlywine Hopping Green and Sams 119 South Monroe Street, Suite 300 Tallahassee, FL 32301

2. Telephone:

3. Fax:	(850) 224-8551
4. Email:	jeree@hgslaw.com
5. Status:	Independent
6. Governing Body:	√ Elected
7. Website Address:	www.meadowviewattwincreekscdd.com
8. County(ies):	St. Johns
9. Function(s):	Community Development
10. Boundary Map on File:	03/18/2016
11. Creation Document on File:	03/18/2016
12. Date Established:	03/07/2016
13. Creation Method:	Local Ordinance
	St. Johns County
15. Creation Document(s):	County Ordinance 2016-11
16. Statutory Authority:	Chapter 190, Florida Statutes
17. Authority to Issue Bonds:	Yes
18. Revenue Source(s):	Agreement, Assessments
19. Most Recent Update:	10/14/2016
	above (changes noted if necessary) is accurate and complete as of this date.
Registered Agent's Signature:	Date 10/25/17
STEP 2: Pay the annual fee or certify	eligibility for the zero fee:
a. Pay the Annual Fee: Pay the	annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check
payable to the Department of E	conomic Opportunity.
b. Or, Certify Eligibility for the Zero	Fee: By initialing each of the following items, I, the above signed registered agent, do hereby
certify that to the best of my kno	owledge and belief, ALL of the following statements contained herein and on any attachments
hereto are true, correct, comple	te, and made in good faith as of this date. I understand that any information I give may be verified.
1 This special district and it	s Certified Public Accountant determined the special district is not a component unit of a local
general-purpose governn	nent.
2 This special district is in o	compliance with the reporting requirements of the Department of Financial Services.
3 This special district report	led \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year
2015/2016 Annual Finance	cial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).
Department Use Only: Approved:	
STEP 3: Make a copy of this form for y	
	f paying by check) to the Department of Economic Opportunity, Bureau of Budget Management,
107 E. Madison Street, MSC	120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Rick Scott **GOVERNOR** 



**Cissy Proctor** EXECUTIVE DIRECTOR

To:

All Special District Registered Agents

From:

Jack Gaskins Jr., Special District Accountability Program

Date:

October 2, 2017

Subject: Fiscal Year 2017/2018 Annual Special District Fee and Update

Post-Marked Due Date is December 4, 2017

This memo contains the instructions for complying with the annual fee and update requirement using the enclosed combined Fiscal Year 2017/2018 Annual Special District Fee Invoice and Update Form (the "form"). To avoid a \$25 late fee, the payment must be post-marked or paid online by December 4, 2017.

#### The Purpose of the Annual Fee

Chapter 189, Florida Statutes (the Uniform Special District Accountability Act), requires the Florida Department of Economic Opportunity's Special District Accountability Program (the "Program"), to perform a number of duties and responsibilities as they relate to special districts. The Legislature does not appropriate general revenue to pay the costs involved. Instead, section 189.018, Florida Statutes, requires the Program to collect an annual fee from each special district. The annual fee remains at \$175 per special district, unless the special district certifies that it is eligible for a zero fee. For more information about the Program and the annual fee, see www.FloridaJobs.org/SpecialDistricts.

### The Purpose of Reviewing and Updating the Special District's Profile

One of the Program's responsibilities is to continuously maintain specific information about each special district and make it publically available through the Official List of Special Districts Online (www.FloridaJobs.org/OfficialList), More than 685 state and local agencies use this list to coordinate activities with special districts, classify and compile financial information and monitor Florida's 1,685-plus active special districts. Therefore, it is important for each registered agent to annually review the special district's profile to determine if anything needs to be corrected or updated.

#### Reminders

Each newly created special district must have an official website by the end of the first full fiscal year after its creation. All other special districts should already be maintaining a website. If your special district's official website address is not listed on the enclosed form, please provide it. For more information about website requirements, please visit www.FloridaJobs.org/SDWebsites#Reg.

The Florida Special District Handbook Online (www.FloridaJobs.org/SpecialDistrictHandbook) covers general operating procedures, such as reporting requirements, for all types of special districts. The Program encourages each special district to review this handbook regularly to help ensure compliance with state accountability standards.

(TURN OVER FOR INSTRUCTIONS)



Meadow View at Twin Creeks Community

**Development District** 

475 West Town Place

Suite 114

St. Augustine, FL 32092

October 12, 2017

Project No:

16156.00000

Invoice No:

0185299

Project

16156.00000

Meadow View at Twin Creeks CDD Interim District Engineer

Professional Services rendered through September 30, 2017

**Professional Personnel** 

	Hours	Rate	Amount
Senior Engineer	8.50	185.00	1,572.50
Sr. Inspector	5.50	139.00	764.50
Administrative Support	1.00	77.00	77.00
Totals	15.00		2,414.00

Total Labor 2,414.00

**Expenses** 

Reproductions

46.28

**Total Expenses** 

1.15 times

46.28

53.22

Invoice Total this Period

\$2,467.22

**Outstanding Invoices** 

Number	Date	Balance
0184110	4/30/2017	1,343.08
0184558	6/30/2017	3,592.00
0184788	7/31/2017	5,133.50
0185068	8/31/2017	1,728.80
Total		11,797.38

**Total Now Due** 

\$14,264.60

### 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



Invoice #: 22 Invoice Date: 11/1/17 Due Date: 11/1/17

Case: P.O. Number:

Payments/Credits

**Balance Due** 

\$0.00

\$4,527.06

Description	Hours/Qty	Rate	Amount
Management Fees - November 2017 Information Technology - November 2017 Dissemination Agent Services - November 2017 Office Supplies Postage Copies Telephone	Tiouracy	3,750.00 166.67 416.67 15.18 2.76 155.55 20.23	3,750.00 166.67 416.67 15.18 2.76 155.55 20.23
7			
	Total		\$4,527.06

### Hopping Green & Sams

Attorneys and Counselors

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

#### September 29, 2017

Meadow View at Twin Creeks Community Development District c/o GMS, LLC 475 West Town Place, Suite 114 Bill Number 96273 Billed through 08/31/2017



**General Counsel** 

MVTCDD 00001

St. Augustine, FL 32092

JLE

FOR PROF	FSSION	AL SERVICES RENDERED	
08/03/17	KEM	Research status of budget, assessment and meeting schedule adoption.	0.10 hrs
08/04/17	KEM	Confer with Special District Information Program regarding disclosure of public financing; research status of resolution designating administrative office.	0.20 hrs
08/15/17	JLE	Review agenda; prepare for meeting.	0.30 hrs
08/17/17	JLE	Prepare for and attend District workshop; follow-up regarding the same.	0.60 hrs
08/21/17	JLE	Confer with Meran regarding assessment inquiry.	0.20 hrs
08/30/17	KEM	Confer with district manager regarding audit status.	0.20 hrs
08/31/17	KEM	Confer with Land regarding district interest in property.	0.20 hrs
	Total fee	s for this matter	\$404.00

#### MATTER SUMMARY

TOTAL CHARGES FOR THIS MATTER			\$404.00
TOTAL FEES			\$404.00
Earlywine, Jere L. Ibarra, Katherine E Paralegal	1.10 hrs 0.70 hrs	275 /hr 145 /hr	\$302.50 \$101.50

#### **BILLING SUMMARY**

Earlywine, Jere L.	1.10 hrs	275 /hr	\$302.50
Ibarra, Katherine E Paralegal	0.70 hrs	145 /hr	\$101.50
TOTAL FEE	S		\$404.00

MARKS.

TOTAL CHARGES FOR THIS BILL \$404.00

\_\_\_\_\_

Please include the bill number on your check.

# **Classified Ad Invoice** The St. Augustine Record

Name: MEADOW VIEW AT TWIN CRE

Address: 475 WEST TOWN PLACE, SUITE

Acct: 1000714044 Phone: 9049405850

E-Mail:

City: SAINT AUGUSTINE

State: FL **Zip:** 32092

Client:

Caller: 10/19 REGULAR MEETING

Ad Name: 17453087A

Ad Id: 17453087

**Reply Request** 

Standby Type:

Start: 10/12/2017

Issues: 1

Stop: 10/12/2017

Class: 7524

Rate: L0I

Paytype: BL

Copy Line: 10/19 REGULAR MEE

Rep: SAR BARBARA KELLY

Colors:

**Editions:** INS/RE/

G. D. #

**Tearsheets:** 

Earliest Production Deadline: 00/00/00

Lines	62.00
Depth	4.43
Columns	I
Price:	79.70
Other Charges:	0.00
Discounts:	0.00
Total	79.70
101111	77.70

NOTICE OF MEETING MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meodow View of Twin Creeks Community Develop-ment District will be held on Supervisors of the Meadow View of Tvin Creeks Community Development District will be held on Thursday, October 19, 2017 at 10:00 a.m. at the offices of Governmental Managamant Services, 475 West Town Place, Suite 114, 51. Augustine, Florida 22092. The meeting is open to the public ond will be conducted in occordonce with the Provisions of Florida Low for Community Development Districts. A cosy of the opende for this meeting may be obtoined from the District Aloneous, of 475 West Town Place, Suite 114, 51. Augustine, FL 32092 (and phone (943) 940-3850). This neethy may be continued to a dote, time, and place to be specified on the record of the meeting. There may be occasions when one or more Supervisors will pulticipale by lelephone.

Any person requiring special occommodations at this meeting because of a disability or physical impoinment should contact the District Office of (904) 940-3850 at least 100 colendor days prior to the meeting. If you are hearing or speech impoined, please contact the Florido Reloy Service at 1.800.955.8770, for aid in confacting the District Office
Each revison who decides to appead ony action taken at these meetings is odvised that person will need a record of the proceedings and tho occordingly, the betson moy need to ensure that o evebattimecoid of the proceedings is made, including the lestimany and evidence upon which such appeals is to be based.

James Perry District /Monage 17453087A October 12, 2017

Ad shown is not actual print size

Thank you and have a nice day!

COT 17 2017

COPY OF

NOTICE OF MEETING MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

MEADOW VIEW AT TWIN CREEKS CDD 475 WEST TOWN PLACE SUITE 114 SAINT AUGUSTINE FL 32092

Ref:#:

17453087A

P.O.#:

PUBLISHED EVERY MORNING SUNDAY THRU SATURDAY ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says that he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida: that the attached copy of advertisement being a NOTICE OF MEETING In the matter of 10/19 REGULAR MEETIN - 10/19 REGULAR MEETING was published in said newspaper on 10/12/2017

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, for a period of one year preceding the first publication of the copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

OCT 1 2 2017 day of Sworn to and subscribed before me this who is personally known to me produced as identification or who f ERIC DAMIEN MCBRIDE MY COMMISSION # FF925198 EXPIRES October 07, 2019 407) 399 O'53 Elerida Hotary Service com

(Signature of Notary Public)

(Seal)

CREEKS COMMUNITY
DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District. Will be tield on Thursday, October 19, 2017 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114; 51. Augustine, Florida 22092. The meeting is open to the public and will be conducted in accordance with the Provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, S1. Augustine, FL. 20092 (and phome (SOA) 940-5850). This meeting may be continued to a date, time, onto place to be specified on the Feard at the meeting. There may be accasions when and ar more Supervisors will porticipate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contoct the District Office of (904) 940-5850 at least two calendor days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 180,958870; for old in contacting the District Office.

Each person who decides to appeal any action token of these meetings is made, licituding the festimany and evidence typon which such appeal is tabe bosed.

James Perry District Manage

James Perry District Manage 17453087A October 12, 2017