



Rizzetta & Company

TWO CREEKS Community Development District

**Board of Supervisors' Meeting
May 25, 2022**

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

www.twocreeksccd.org

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.twocreeksdcd.org

Board of Supervisors

Darryl Del Rio	Chairman
Brian Wigal	Vice Chairman
Karen Burt	Assistant Secretary
Lan Nguyen	Assistant Secretary
Barbara Rhodes	Assistant Secretary

District Managers

Carol Brown	Rizzetta & Company, Inc.
Lesley Gallagher	

District Counsel

Wes Haber	Hopping Green & Sams, P.A
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District Engineer

D. Glynn Taylor	Taylor & White
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All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

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Board of Supervisors
Two Creeks Community
Development District

May 18, 2022

REVISED AGENDA

Dear Board Members:

The **audit committee and regular meeting** of the Board of Supervisors of the Two Creeks Community Development District will be held on **Wednesday, May 25, 2022 at 6:00 p.m.** at the Courtyard by Marriott located at 610 Wells Road, Orange Park, Florida 32073.

AUDIT COMMITTEE MEETING:

1. **CALL TO ORDER/ROLL CALL**
2. **BUSINESS ADMINISTRATION**
 - A. Review and Ranking of Proposals for Audit Services..... **Tab 1**
3. **ADJOURNMENT**

BOARD OF SUPERVISORS MEETING:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Regular Meeting held February 23, 2022..... **Tab 2**
 - B. Consideration of the Minutes of the Audit Committee Meeting held on February 23, 2022..... **Tab 3**
 - C. Ratification of Operation and Maintenance Expenditures for January 2022, February 2022, March 2022 & April 2022..... **Tab 4**
4. **STAFF REPORTS**
 - A. Landscape Managers..... **Tab 5**
 - 1.) BrightView Reports, Dated May 16 & 5, 2022
 - 2.) Consideration of BrightView Proposal(s)
 - i.) Plant Installation at Pool Area
 - ii.) Bahia Sod Installation for Erosion Control
 - iii.) Erosion Prevention Pond K-13 Sod Installation
 - B. District Counsel
 - C. District Engineer
 - D. Amenity and Field Operations Managers..... **Tab 6**
 - 1.) Amenity Manager Report, Dated May 25, 2022
 - 2.) Field Operation Manager Report, Dated May 25, 2022
 - 3.) Solitude Lake Management Report, Dated May 6, 2022

- 4.) Discussion Regarding Suspension of Amenity Privileges
 - 5.) Consideration of Debit Card Increase for Amenity Manager
- E. District Manager..... **Tab 7**
 - 1.) Presentation of Registered Voter Count
 - 2.) Consideration of Poolsure Temporary Surcharge
- 5. BUSINESS ITEMS**
 - A. Acceptance of the Grau & Associates Fiscal Year 20/21 Audit, Dated September 30, 2021..... **Tab 8**
 - B. Consideration of Recommendation of Audit Committee
 - C. Ratification of the following: **Tab 9**
 - 1.) Cintas Fire Agreement
 - 2.) Wet Engineering Agreement
 - 3.) Orange Park Tree Surgeons
 - D. Consideration of Pool Repair Proposal(s)..... **Tab 10**
 - E. Consideration of Reservice Study Proposal(s)..... **Tab 11**
 - F. Consideration of Solitude Lake Management Fee Increase Proposal(s)..... **Tab 12**
 - G. Consideration of Fitness Equipment Proposal(s)..... **Tab 13**
 - H. Discussion & Consideration of Utility Easement Proposal(s)..... **Tab 14**
 - I. Consideration of Resolution 2022-05, Approving Proposed Fiscal Year 2022/2023 Budget & Setting Public Hearing..... **Tab 15**
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Yours kindly,

Carol L. Brown

District Manager

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.twocreeksdcd.org

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2022-26
Clay County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **May 11, 2022 at 12:00 p.m.**, at the offices of District Manager, located at 2806 North Fifth Street, Unit 403, Saint Augustine, Florida, 32084. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) digital copy and seven (7) hard copies of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services – The Groves Community Development District” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section

12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The proposal must provide for the auditing of the District’s financial records for the Fiscal Years ending September 30, 2022, 2023, 2024, 2025, and 2026 with an option for additional annual renewals.
- E. The lump sum cost of the provision of the services under the proposal.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

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

Total (100 Points)

Two Creeks CDD
AUDIT PROPOSAL COMMITTEE EVALUATION SPREADSHEET
(with Price)

		1		2		3		4		5		6	
		Total Audit Price	Ability of Personnel	Proposer's Experience	Understanding of Scope of Work	Ability to Furnish Required Services	Price	Total Points					
			20 Points	20 Points	20 Points	20 Points	20 Points	100 Points					
A	Berger, Toombs, Elam, Gaines & Frank	2022 - \$3,610 2023 - \$3,610 2024 - \$3,795 2025 - \$3,915 2026 - \$3,915											
B	Grau & Associates	2022 - \$4,200 2023 - \$4,400 2024 - \$4,600 2025 - \$4,800 2026 - \$5,000											

Supervisor:

Signature

Name Printed

Date

MINUTES OF MEETING

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

**TWO CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

The **regular meeting** of the Board of Supervisors of Two Creeks Community Development District was held on Wednesday, February 23, 2022 at 6:00 p.m. at the Courtyard by Marriott located at 610 Wells Road, Orange Park, FL 32073. Following is the agenda for the meeting.

Present and constituting a quorum:

Darryl Del Rio	Board Supervisor, Chairman
Brian Wigal	Board Supervisor, Vice Chairman
Karen Burt	Board Supervisor, Assistant Secretary
Lan Nguyen	Board Supervisor, Assistant Secretary
Barbara Rhodes	Board Supervisor, Assistant Secretary

Also present were:

Carol Brown	District Manager, Rizzetta & Company, Inc.
Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock, LLP
Glynn Taylor	District Engineer, Taylor & White
Mark Insel	Director of Amenity Services, Vesta Property Services
John Williams	Field Operations Manager, Vesta Property Services
Rodney Hicks,	Branch Manager, BrightView Landscape
Brian Mercer	Associate Branch Manager, BrightView Landscape

Members of the Public Present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Brown called the meeting to order at 6:05 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments on
Agenda Items**

No audience comments

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Regular
Meeting held October 27, 2021**

On a motion by Mr. Wigal, seconded by Ms. Nguyen, with all unanimously in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held October 27, 2021 for Two Creeks Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures for
October 2021, November 2021 &
December 2021**

On a motion by Mr. Wigal, seconded by Ms. Nguyen, with all unanimously in favor, the Board ratified Operation and Maintenance Expenditures for October 2021 in the amount of \$78,357.90, November 2021 in the amount of \$42,852.50, December 2021 in the amount of \$45,224.63 for Two Creeks Community Development District.

FIFTH ORDER OF BUSINESS

**Acceptance of Resignation of
Michael Jones**

On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all unanimously in favor, the Board accepted the resignation of Supervisor Michael Jones, effective November 30, 2021, for Two Creeks Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Appointment to
Vacant Seat**

Ms. Brown informed the Board that the District received two letters of interest, found under Tab 3, from Mr. Ansil Lewis and Ms. Barbara Rhodes. Mr. Haber informed the Board that if they were to appoint someone, this person would serve the remaining term and this seat is up for general election in November. Mr. Wigal invited both individuals to speak to the Board. Discussion ensued.

On a motion by Ms. Nguyen, seconded by Mr. Del Rio, with all unanimously in favor, the Board appointed Ms. Barbara Rhodes to the Board of Supervisors for Two Creeks Community Development District.

SEVENTH ORDER OF BUSINESS

Oath of Office

Supervisor Barbara Rhodes took her Oath of Office and was seated at the Board table.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2022-02,
Redesignating Assistant Secretary**

On a motion by Mr. Wigal, seconded by Ms. Nguyen, with all unanimously in favor, the Board adopted Resolution 2022-02, Redesignating Assistant Secretary, removing Michael Jones and adding Supervisor Barbara Rhodes, for Two Creeks Community Development District.

NINTH ORDER OF BUSINESS

Staff Report

A. Landscape Manager

1.) BrightView Landscape Report, February 2022

Board was provided the opportunity to ask questions and provide feedback to landscape managers regarding their report found under Tab 6.

Mr. Mercer informed the Board that in March they will begin a big District clean up. The cold weather has damaged plants and dead leaves removed. He asked the Board for direction if they would like a proposal to trim the tree limbs under the powerlines.

Ms. Gallagher informed the Board that the District received an email from Clay Utilities advising the District that they will be clearing limbs. Staff was directed to monitor and confirm for completion.

The Chairman requested staff to inspect the shape of the holy trees.

Mr. Hicks informed the Board that BrightView has recently increased their irrigation and material prices due to low inventory and industry pricing increases.

2.) Consideration of BrightView Irrigation Proposal(s)

Ms. Brown asked Mr. Hicks to confirm for the record that none of these proposals had previously been repaired in the last year. Mr. Hicks confirmed this to be true.

On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all unanimously in favor, the Board approved the BrightView Proposal for Clock B, Main Road, Irrigation Upgrades, in the amount of \$4,294, for Two Creeks Community Development District.

On a motion by Mr. Wigal, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the BrightView Proposal for Rain / Freeze Sensors throughout property on 11 Clocks, in the amount of \$1,925, for Two Creeks Community Development District.

Mr. Hicks presented an additional proposal to the Board (Exhibit A). He stated that four valves were significantly leaking with excessive water at base.

On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all unanimously in favor, the Board approved the BrightView Proposal for Failed Valve and Controller Replacement, in the amount of \$3,069.95, for Two Creeks Community Development District.

B. District Counsel

1.) Consideration of Kutak Rock Retention and Fee Agreement

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the Kutak Rock Retention and Fee Agreement for Two Creeks Community Development District.

2.) Legislative update on Wastewater and Stormwater Needs Analysis

Mr. Haber informed the Board of the recent legislation that is mandating the District to have a stormwater needs analysis completed before June 30, 2022, the District is not responsible for the wastewater section of this requirement, stormwater analysis will be due every 5 years and unfortunately, this legislation came out after the Board adopted their budget.

C. District Engineer

1.) Consideration of Wastewater and Stormwater Analysis Proposal

On a motion by Mr. Wigal, seconded by Ms. Nguyen, with all unanimously in favor, the Board approved the Taylor & White, Inc. Stormwater Analysis Proposal with a not to exceed amount of \$10,000 for Two Creeks Community Development District.

Board moved to Agenda Item 2E

2.) Potential Conservation Clearing Update

Ms. Brown informed the Board that the District was notified, by residents within the District, of potential conservation clearing behind homes. Ms. Brown worked with Mr. Haber in drafting Letters of Violations on District Property and mailed to two owners.

Mr. Taylor identified a third potential violation, where a resident is storing items on conservation land. He recommended staff to visually inspect the full District boundaries and notify owner of violation. (Exhibit B)

Mr. Haber advised that if the violations occur on SJWMD property, it's best to self-report and for District to continue to send violation letters to owners.

Board directed staff to send out E-Blasts with District policies and to fully inspect District boundaries.

Additional Update: Mr. Taylor informed the Board that the District is not responsible for the O&M of the Clay County School Board property.

Board moved to Agenda Item D1

D. Amenity and Field Operation Managers

1.) Vesta Amenity Manager Report

Board was provided the opportunity to ask questions and provide feedback to the Vesta manager regarding his report found under Tab 11.

Supervisor Wigal requested an update on where the District stood on the annual inspection. Board discussion included potentially purchasing a backup pump. Board directed staff to clarify if the current pump was new or refurbished

Board directed staff to obtain proposal for variable speed controllers and a proposal for a backup pump.

Mr. Insel informed the Board that Vesta has additional lifestyle services that include athletic programs, and swim lessons. These programs would provide revenue sharing to the District. There is a section of land that could host the athletic programs but would need be turned into an athletic field.

Board directed staff to obtain athletic field proposals for the Board to consider at the proposed budget meeting.

On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all unanimously in favor, the Board approved the Vesta Swim Lesson Program, with authorizing the Chair to execute the agreement, for Two Creeks Community Development District.

2.) Vesta Field Manager Report

Board was provided the opportunity to ask questions and provide feedback to the Vesta manager his report found under Tab 12.

Mr. Williams informed the Board that an ADA Sign was damaged, and he presented the Board with a proposal. (Exhibit C)

On a motion by Mr. Wigal, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the All Weather Contractors Proposal to repair the ADA Sign, in the amount of \$885, for Two Creeks Community Development District.

Mr. Williams informed the Board that one of the elliptical machines is not working and needs repairs. Ms. Brown shared the District did receive a proposal but the vendor had incorrect information and being revised. The approximate cost to repair was about a thousand dollars. Board discussed the age and issues of all three ellipticals machines. Discussion ensued.

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the purchase of three new elliptical machines, with a not to exceed amount of \$9,000, and authorizing Supervisor Wigal to work with staff in the purchase, for Two Creeks Community Development District.

3.) Reserve Study and Future Expenditures Update

Mr. Insel provided the Board an overview of Past Due, Currently Due & Near Future Reserve Study expenditures. (Exhibit D)

Mr. Insel recommended the Board consider replacing the front entrance awning, resurfacing courts and update access control / camera system this next fiscal year. Board discussed other ways to utilize the basketball court. Discussion ensued.

Ms. Brown informed the Board the last study was completed in 2016 and recommended the Board consider reviewing proposals for a revised study. Board directed staff to obtain proposals.

E. District Manager

1.) Consideration of Comcast Business Agreement (Exhibit E)

On a motion by Mr. Del Rio, seconded by Ms. Nguyen, with all unanimously in favor, the Board approved the Comcast Business Agreement, in the amount of \$284.80 before taxes, for Two Creeks Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Audit Committee's Recommendations

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board accepted the Request for Proposal to include pricing, with the criteria equally weighted and for a 5 year term, for Audit Services for Two Creeks Community Development District.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-03, Adopting Prompt Payment Policies

Mr. Haber informed the Board that they previously adopted this policy. Legislation has revised it and the main revisions is an increase to late fees for contractors receiving payment from government entities.

On a motion by Mr. Wigal, seconded by Ms. Nguyen, with all unanimously in favor, the Board adopted Resolution 2022-03, Adopting Prompt Payment Policies for Audit Services for Two Creeks Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2022-04, Conducting General Election

Mr. Haber explained the resolution and stated that Seat 4, held by Barbara Rhodes, and Seat 5, held by Darryl Del Rio, will be up for general election. The qualifying period for candidates is from Noon, June 13th to Noon, June 17th. Mr. Haber requested the Board to approve the Resolution in substantial form, noting seat #4 to add Barbara Rhodes.

On a motion by Mr. Wigal, seconded by Ms. Nguyen, with all unanimously in favor, the board approved Resolution 2022-04, Conducting General Election, in substantial form to add Supervisor Rhodes, for Two Creeks Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Discussion of Vesta's Contract and
Terms of Agreement**

Ms. Brown informed the Board that the District was notified by Vesta Property Services that they would no longer purchase District related items and submit for reimbursement. They have requested that Vesta staff be provided a District Debit Card. Vesta recommended the Amenity Manager receive a card with access up to \$1,000 and Field Operations Manager receive a card with access up to \$500. The Board was presented with the First Amendment to Agreement for Vesta Property Services. (Exhibit F)

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the First Amendment to Agreement for Vesta Property Services for District Debit Cards for Vesta Staff, with the Amenity Manager having access up to \$1,000 and the Field Operations Manager having access up to \$500, for Two Creeks Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Consideration of HomeTeam Pest
Defense Proposal**

On a motion by Mr. Wigal, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the HomeTeam Pest Defense Proposal, in the quarterly amount of \$125, for Two Creeks Community Development District.

FIFTEENTH ORDER OF BUSINESS

**Consideration of Amenity Pressure
Washing Proposal(s)**

On a motion by Mr. Wigal, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the AMG Pressure Washing Proposal, in the amount of \$2,085, for Two Creeks Community Development District.

The Board directed staff to obtain proposals to purchase a pressure washer.

SIXTEENTH ORDER OF BUSINESS

**Consideration of Fitness Bench
Proposal(s)**

On a motion by Mr. Wigal, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the Fitness Pro Fitness Bench Proposal, in the amount of \$525, for Two Creeks Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Consideration of Playground Mulch
Proposal(s)**

On a motion by Mr. Wigal, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the First Coast Mulch Playground Proposal, in the amount of \$3,575, for Two Creeks Community Development District.

EIGHTEENTH ORDER OF BUSINESS

Consideration of Restroom Repair Proposal(s)

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the S Commercial Specialties Replacement Proposal, in the amount of \$11,625 and to be paid from Reserves, for Two Creeks Community Development District.

NINETEENTH ORDER OF BUSINESS

Consideration of ComPac Slide Replacement Proposal

On a motion by Mr. Del Rio, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the ComPac Slide Proposal, in the amount of \$12,576.51 and to be paid from Reserves, for Two Creeks Community Development District.

TWENTIETH ORDER OF BUSINESS

Consideration of Waste Disposal Proposal(s) (Exhibit G)

On a motion by Mr. Wigal, seconded by Ms. Rhodes, with all unanimously in favor, the Board approved the Republic Services Every Other Week Service Proposal for Two Creeks Community Development District.

TWENTY FIRST ORDER OF BUSINESS

Audience Comments and

Supervisor Requests:

Chairman Del Rio inquired about updating signs for the gym wall and near the kiddie pool. Discussion ensued.

On a motion by Ms. Nguyen, seconded by Mr. Wigal, with all unanimously in favor, the Board appointed Supervisor Rhodes to work with staff in revising amenity signs, with a not to exceed amount of \$2,000, for Two Creeks Community Development District.

Supervisor Wigal requested staff to increase the frequency of E-blasts to residents.

Mr. Insel informed the Board that he is currently uploading resident documents and conducting an amenity key card audit.

Audience Comments:

No audience comments

TWENTY SECOND ORDER OF BUSINESS

Adjournment

<p>On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all in favor, the Board adjourned the meeting at 9:05 pm for Two Creeks Community Development District.</p>
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Secretary/Assistant Secretary

Chairman / Vice Chairman

Exhibit A

Proposal for Extra Work at Two Creeks CDD

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

Project Name Two creeks CDD: Failed valve and Controller replacement

Project Description Two creeks CDD: Failed valve and Controller replacement

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
Longbay and Trailridge				Subtotal \$663.98
1.00	EACH	2" valve	\$245.00	\$245.00
1.00	LUMP SUM	Misc, Fittings and Pipe	\$119.00	\$119.00
4.00	HOURL	Labor	\$74.99	\$299.98
Across from 3928 Pipit				Subtotal \$1,077.99
1.00	EACH	Rainbird Me controller	\$339.00	\$339.00
1.00	EACH	2" valve	\$245.00	\$245.00
1.00	LUMP SUM	Misc, Fittings and Pipe	\$119.00	\$119.00
5.00	HOURL	Labor	\$75.00	\$374.99
South of 4021 Sandhill Terrace				Subtotal \$663.98
1.00	EACH	2" valve	\$245.00	\$245.00
1.00	LUMP SUM	Misc, Fittings and Pipe	\$119.00	\$119.00
4.00	HOURL	Labor	\$74.99	\$299.98
Southeast Tynes Blvd before Trail Ridge				Subtotal \$664.00
1.00	EACH	2" valve	\$245.00	\$245.00
1.00	LUMP SUM	Misc, Fittings and Pipe	\$119.00	\$119.00
4.00	HOURL	Labor	\$75.00	\$300.00

For internal use only

SO# 7741556
JOB# 346100419
Service Line 150

Total Price \$3,069.95

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

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

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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

Customer

District Manager

Signature

Title

Lesley Gallagher

February 22, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Irrigation Tech-Level II

Signature

Title

Juwan Lamar Dupree

February 22, 2022

Printed Name

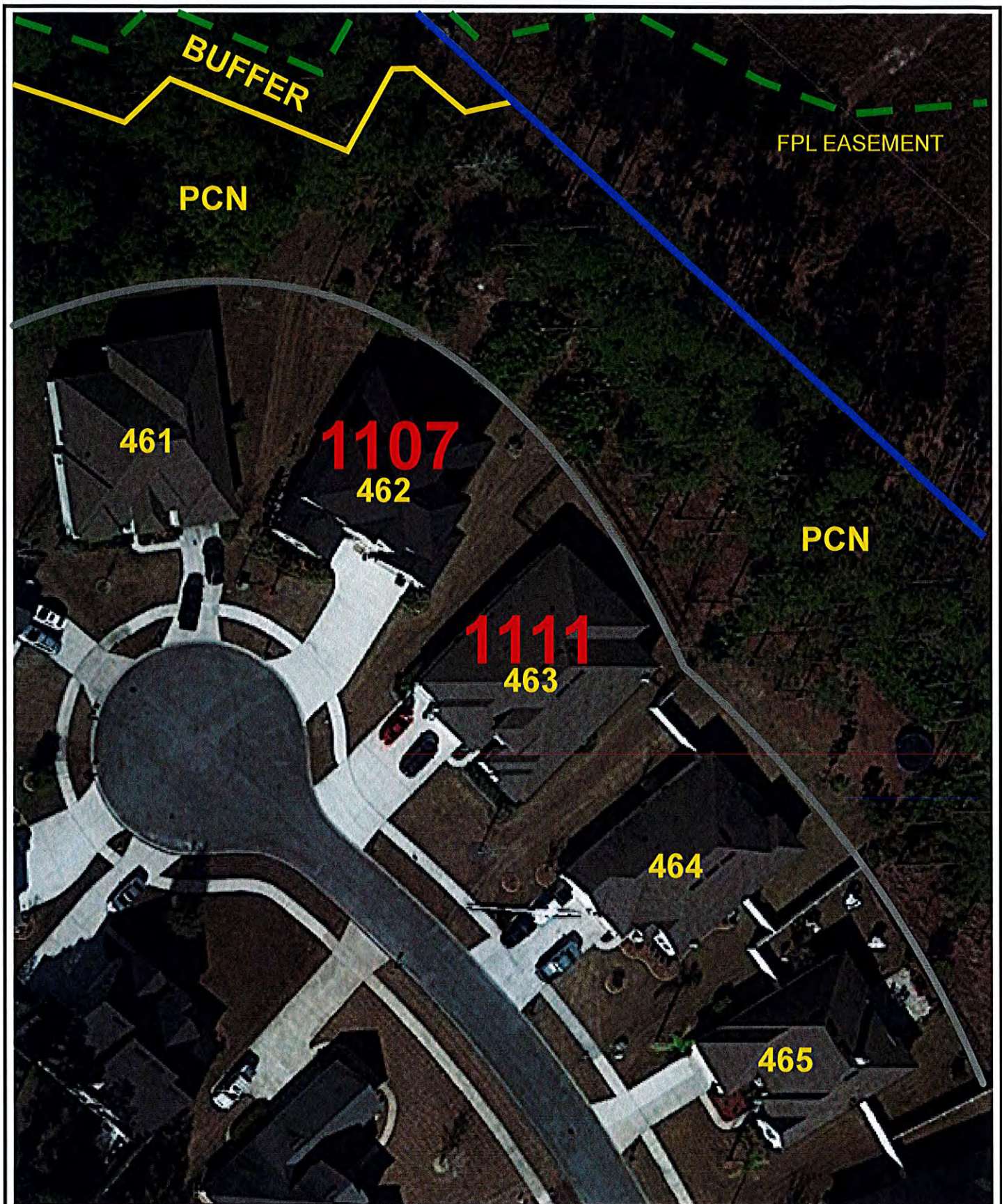
Date

Job #: 346100419

Proposed Price: \$3,069.95

SO # 7741556

Exhibit B



9556 Historic Kings Road S., Suite 102
Jacksonville, Florida 32257

t: (904) 346-0671 - f: (904) 346-3051
www.TaylorandWhite.com

Professional Civil Engineering Services

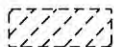
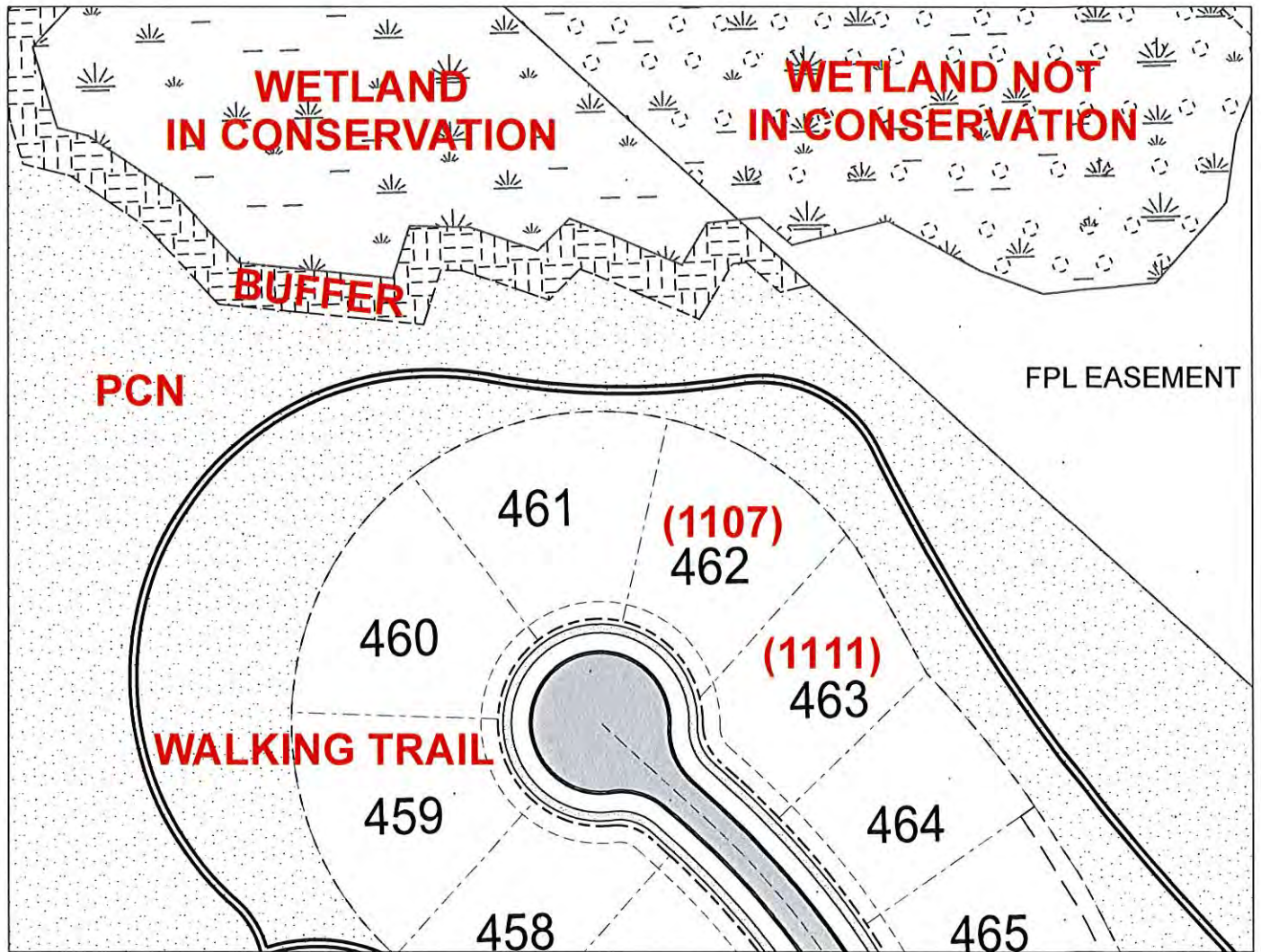
Two Creeks CDD Clearing Violations

1107 Orchid Oriole Place & 1111 Orchid Oriole Place



Job: 04235
Date: 01/24/22

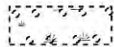
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WETLAND IMPACTS - 10.47 AC.



WETLAND PRESERVATION 178.28 AC.



WETLAND NOT UNDER PRESERVATION BUT NOT TO BE DISTURBED



UPLAND BUFFER PRESERVATION 19.15 AC.



PERIMETER BUFFER / EXCESS UPLAND PRESERVATION 9.79 AC.



PCN / EXCESS UPLAND PRESERVE 49.96 AC

TOTAL EXCESS UPLAND PRESERVATION 59.75 AC.

REFERENCE ENGINEERING PLANS BY THIS FIRM DATED AUGUST 19, 2005 (SHEET 3 "MASTER SITE PLAN")



Taylor & White, Inc.
Civil Design & Consulting Engineers

9556 Historic Kings Road S., Suite 102
Jacksonville, Florida 32257

t: (904) 346-0671 - f: (904) 346-3051
www.TaylorandWhite.com

Professional Civil Engineering Services

Two Creeks CDD Clearing Violations

1107 Orchid Oriole Place & 1111 Orchid Oriole Place



Job: 04235

Date: 01/24/22

01/24/22

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Exhibit C



1702 Lindsey Rd
Jacksonville, Fl. 32221
Ph (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Two creeks CDD

Attn;John -Vesta Property Management

2 21 22

Re: ada sign repairs

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

>supply and install a new round steel post in concrete and install parking disabled permit only sign -\$250.00 sign and van accessible sign at 1365 Tynes Blvd in location per management
>clean up job and haul away all debris

BILLTO ADDRESS-TWO CREEKS CDD-3434 COWELL AVE SUITE 200-TAMPA
Fl 33614

ADDRESS-TWO CREEKS CDD-1365 TYNES BLVD MIDDLEBURG FL 32068

Total Price -\$885.00

LABOR-\$300-MATERIALS -\$320 -PROFIT/OVERHEAD-\$265

Proposal Signed by_____

Thank you for your consideration

Scott Haines C 904.402.6561

Exhibit D

Past Due Currently Due Near Future
Two Creeks CDD 2016 Reserve Study Expense Item Listing

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Amenity Center							
Awnings for Pool and Tennis Areas	\$ 1,400 ea	7	\$ 9,800	0 Years	8 Years	2016	\$ 10,048
				8 Years		2024	\$ 12,270
						2032	\$ 14,983
						2040	\$ 18,297
						2048	\$ 22,343
Amenity Center Exterior Painting	\$ 0.90 / sf	2955 sf	\$ 2,660	5 Years	8 Years	2021	\$ 3,089
				8 Years		2029	\$ 3,773
						2037	\$ 4,607
						2045	\$ 5,626
Amenity Center Interior Painting	\$ 0.90 / sf	4195 sf	\$ 3,776	5 Years	12 Years	2021	\$ 4,386
				12 Years		2033	\$ 5,918
						2045	\$ 7,987
Fitness Center Rubber Flooring	\$ 3.50 / sf	583 sf	\$ 2,041	6 Years	12 Years	2022	\$ 2,430
				12 Years		2034	\$ 3,280
						2046	\$ 4,426
Community Security 11 Camera System	\$ 15,000 ea	1	\$ 15,000	0 Years	8 Years	2016	\$ 15,379
				8 Years		2024	\$ 18,780
						2032	\$ 22,934
						2040	\$ 28,005
						2048	\$ 34,199
Life Safety Systems Modernization	\$ 5,500 ea	1	\$ 5,500	7 Years	15 Years	2023	\$ 6,716
				15 Years		2038	\$ 9,768
						2053	\$ 14,207
HVAC Fitness Center 3.5 Tons	\$ 5,250 ea	1	\$ 5,250	4 Years	12 Years	2020	\$ 5,948
				12 Years		2032	\$ 8,027
						2044	\$ 10,832
						2056	\$ 14,617
HVAC Meeting Room 4.0 Tons	\$ 6,000 ea	1	\$ 6,000	4 Years	12 Years	2020	\$ 6,798
				12 Years		2032	\$ 9,173

Two Creeks CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
HVAC Meeting Room 4.0 Tons	\$ 6,000 ea	1	\$ 6,000	12 Years	12 Years	2044 2056	\$ 12,379 \$ 16,705
Access System	\$ 7,500 ea	1	\$ 7,500	2 Years 10 Years	10 Years	2018 2028 2038 2048	\$ 8,084 \$ 10,377 \$ 13,321 \$ 17,099
Meeting Room Refrigerator and Microwave	\$ 2,000 ea	1	\$ 2,000	7 Years 15 Years	15 Years	2023 2038 2053	\$ 2,442 \$ 3,552 \$ 5,166
Entry Areas							
Landscape Lighting Allowance	\$ 4,000 ea	1	\$ 4,000	4 Years 12 Years	12 Years	2020 2032 2044 2056	\$ 4,532 \$ 6,116 \$ 8,253 \$ 11,137

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Other Recreation							
Tennis Courts Repaint	\$ 0.75 / sf	13200 sf	\$ 9,900	4 Years 5 Years	5 Years	2020 2025 2030 2035 2040 2045	\$ 11,217 \$ 12,709 \$ 14,399 \$ 16,314 \$ 18,484 \$ 20,942
Basketball Court Repaint and Resurface	\$ 10,000 / total	1 total	\$ 10,000	0 Years 5 Years	5 Years	2016 2021 2026 2031 2036 2041 2046	\$ 10,253 \$ 11,617 \$ 13,162 \$ 14,912 \$ 16,895 \$ 19,142 \$ 21,688

Two Creeks CDD Reserve Study Expense Item Listing - Continued

Reserve Items	Unit Cost	No Units	Current Cost When New	Estimated Remaining Life	Expected Life When New	Fiscal Calendar Year	Estimated Future Cost
Outdoor Gas Grill	\$ 7,000 ea	1	\$ 7,000	7 Years	15 Years	2023	\$ 8,548
				15 Years		2038	\$ 12,432
						2053	\$ 18,082
Sandblast, Powder Coat, and Paint Pool Slide and Splash Equipment	\$ 17,000 ea	1	\$ 17,000	0 Years	8 Years	2016	\$ 17,430
						2024	\$ 21,285
				8 Years		2032	\$ 25,992
						2040	\$ 31,740
						2048	\$ 38,759
Pond Fountains and Controls	\$ 4,000 ea	3	\$ 12,000	2 Years	10 Years	2018	\$ 12,934
						2028	\$ 16,603
				10 Years		2038	\$ 21,313
						2048	\$ 27,359
Stormwater Drainage System							
Storm Drainage	\$ 115,400 / total	1 total	\$ 115,400	4 Years	5 Years	2020	\$ 130,748

Exhibit E



COMCAST BUSINESS SERVICE ORDER

Company Name:

TWO CREEKS CDD

Order #

31005527

Service Location:

Address 1

1365 TYNES BLVD

Address 2

City

MIDDLEBURG

State

FL

Zip

32068

Primary Contact Name

Carol Brown

Primary Contact Phone

(904) 436-6270

Primary Contact Email

clbrown@rizzetta.com

Billing Location:

Address 1

1365 TYNES BLVD

Address 2

City

MIDDLEBURG

State

FL

Zip

32068

Billing Contact Name

Carol Brown

Billing Contact Phone

(904) 436-6270

Billing Contact Email

clbrown@rizzetta.com

Tax Exempt

No

Promo Code:

Service Term

24 Months

Package Code:

\$120Data_Voice_SEPack_BI200_2yr

Package & Promotion Details	
Data, SecurityEdge, Voice Package for discounted rate of \$120 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet 200/20 Mbps, 1 Mobility Line, and SecurityEdge. 2 year term agreement required. Additional services may be added to qualifying bundles: Two or more Mobility Lines \$25 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Pricing subject to change. All products in the package must be maintained to sustain the package rate. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via https://business.comcast.com/myaccount within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.	
Customer Initials	

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, SecurityEdge,	Business Internet 200	1	\$ 120.00	\$ 0.00
	SecurityEdge	1		
	Mobility Lines	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 19.95	
Business Voice			
Mobility Lines	1	\$ 25.00	
Business Video			
TV Preferred	1	\$ 99.95	
Equipment - TV Box + Remote (STB)	2	\$ 19.90	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 0.00
Total Additional Charge		\$ 164.80	\$ 0.00

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service	\$ 284.80	\$ 0.00



COMCAST BUSINESS SERVICE ORDER

Company Name: TWO CREEKS CDD Order # 31005527

1 Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).
2 Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

911 Notice

911 Email Notification- If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

Your Comcast voice service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.



COMCAST BUSINESS SERVICE ORDER

Company Name: TWO CREEKS CDD Order # 31005527

- The Voice Service uses electrical power in the Customer’s premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature
Name
Title
Date

FOR COMCAST USE ONLY	
Sales Representative	Brian Whiteman
Sales Representative Code	
Sales Manager Name	Andrew Raisman
Sales Manager Approval	
Division	Central



Company Name: TWO CREEKS CDD **Order #** 31005527

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net	No	Equipment	Business Wireless Gateway
Number of Static Ips	0	Business Web	No

BUSINESS VIDEO CONFIGURATION DETAILS

Service Location Occupancy* <div style="border: 1px solid black; height: 30px; width: 100%;"></div> <small>* Occupancy required for public view</small>	
Additional Comments <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	0

BUSINESS VOICE CONFIGURATION DETAILS

Additional Voice Details	
Caller ID (Yes/No)	Yes
Caller ID Display Name(max 15 char.)	Two Creeks CDD
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	Yes
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	



Company Name: TWO CREEKS CDD **Order #** 31005527

Toll Free Phone #	Calling Origination Area	Associated TN

Exhibit F

**FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN TWO CREEKS
COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES,
INC., FOR PROPERTY MANAGEMENT SERVICES**

This First Amendment (“First Amendment”) is made and entered into this 23rd day of February 2022, by and between:

Two Creeks Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Duval, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (hereinafter. “District”), and

Vesta Property Services, Inc., a Florida corporation, with offices located at 245 Riverside Avenue, Jacksonville, Florida 32202 (“Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District and Contractor previously entered into an agreement for the operation and maintenance of the District’s amenity facilities, dated October 1, 2021 (the “Services Agreement”); and

WHEREAS, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, each of the Parties has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each of the Parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. Except as specifically amended by Section 2 of this First Amendment, the Services Agreement shall remain in full force and effect.

SECTION 2. The Services Agreement is hereby amended to add the following provision as Paragraph 31 as follows:

PROCUREMENT PROCEDURES BY CONTRACTOR. Contractor shall have the authority to make payment directly to vendors for emergency or non-recurring purchases using a District-issued debit card (“**Debit Card**”) as described in this section. All of Contractor’s expenditures shall be in accordance with the District’s rules of procedure and Florida law. The District shall provide to Contractor two (2) Debit Cards, one with a limit of Five Hundred Dollars (\$500.00) for the Amenity Manager and the other with a limit of One Thousand Dollars (\$1,000.00) for the Field

Operations Manager. The Amenity Manager and Field Operations Manager, on behalf of Contractor, shall be the only individuals authorized to use the Debit Cards and shall execute and abide by the District's *Agreement Regarding Use of District-Issued Debit Card*, the form of which is attached hereto as **Exhibit A** and incorporated herein by this reference. To the extent feasible, Contractor shall take all necessary steps to ensure that any Debit Card purchases are made on a tax-exempt basis. The District shall not replenish the Debit Cards until provided with a full accounting, including copies of any receipts, for any monies Contractor spent. Any purchases pursuant to this section that would require spending in excess of the applicable line-item amounts set forth in the annual operations and maintenance budget adopted by the District's Board and as may be amended from time to time ("O&M Budget") shall require prior approval from the Board. Contractor shall be responsible for reimbursing the District for any Debit Card purchases that are not supported by appropriate receipts, or other proof of payment mutually agreed upon by the Parties, or that are not approved as part of the O&M Budget or by the Board ("Reimbursement Amount"). Contractor shall pay the District an additional fee in the amount of ten (10) percent of the Reimbursement Amount in the event Contractor fails to reimburse the District within fifteen (15) days of receipt of notice from the District of unsupported Debit Card charges.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment on the day and year first written above.

ATTEST:

**TWO CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Print Name

ATTEST:

VESTA PROPERTY SERVICES, INC.

By: _____
Print: _____
Its: _____

Exhibit A: Form of Agreement Regarding Use of District-Issued Debit Card

Exhibit A

AGREEMENT REGARDING USE OF DISTRICT-ISSUED DEBIT CARD

As the Amenity Manager/Field Operations Manager for Two Creeks Community Development District (“District”), and pursuant to that certain *First Amendment to Agreement by and between Two Creeks Community Development District and Vesta Property Services, Inc. for Property Management and Maintenance Services*, dated February 23, 2022 (“Agreement”), I, _____, as Amenity Manager/Field Operations Manager, understand that I am authorized to use the District-issued Debit Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

1. Compliance with Agreement, Rules & Policies. I agree to abide by all of the terms of the Agreement, as may be amended from time to time. I further agree to abide by the policies of the bank from which the Debit Card is issued. I understand all such terms, rules, and policies.

2. Authorized Expenditures Only. I agree to use the Debit Card for approved District expenditures only, as set forth in the Agreement, and not personal expenses. I further agree not to use the Debit 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.

3. Security. I agree to maintain the security of the Debit Card at all times in order to prevent the Debit Card from being used for fraudulent or corrupt purposes, and to account for all Debit Card expenditures with appropriate receipts.

4. Accounting. I understand that the Debit Cards will be funded only up to Five Hundred Dollars (\$500.00) for the Amenity Manager and up to One Thousand Dollars (\$1,000.00) for the Field Operations Manager at any given time, and in order 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 or unapproved Debit Card expenditures are my responsibility, and that I may be liable for them at the discretion of the District. I will notify the District immediately upon discovering the Debit Card has been lost, misused, or stolen.

5. Conclusion of Employment. Upon the conclusion of my employment, I agree to submit the Debit Card to the District and all receipts within twenty-four (24) hours of my last day of work.

Signature: _____

Date: _____

Exhibit G



PROPOSAL

2/21/2022

John Williams
Two Creeks CDD
1365 Tynes Blvd
Middleburg, FL32068
Quote: A228266362

Two Creeks CDD:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-331-2909. It's that easy.

Service Details			
SMALL CONTAINERS			
Equipment Qty/Type/Size:	1 - 4 yard Containers	Base Rate:	\$59.00 per month
Frequency:	EOW		
Material Type:	Solid Waste		

Estimated Monthly Amount *	
Small Container Base Rates	\$59.00
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
1 - Container Refresh Promotional Discount	-\$9.00
Total Fuel/ Environmental Recovery Fees**	\$26.14
Administrative Fee**	\$5.95
Total Estimated Amount	\$91.09

One Time Charges	
Delivery Charge Subtotal	\$250.00
Total Fuel/ Environmental Recovery Fees**	\$100.61
Total One-Time Amount	\$350.61

Christel Williams
Republic Services

CWilliams29314@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



PROPOSAL

2/21/2022

John Williams
Two Creeks CDD
1365 Tynes Blvd
Middleburg, FL32068
Quote: A228266392

Two Creeks CDD:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-331-2909. It's that easy.

Service Details			
SMALL CONTAINERS			
Equipment Qty/Type/Size:	1 - 4 yard Containers	Base Rate:	\$107.25 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *	
Small Container Base Rates	\$107.25
Additional Monthly Items	
1 - Container Refresh Program	\$9.00
1 - Container Refresh Promotional Discount	-\$9.00
Total Fuel/ Environmental Recovery Fees**	\$45.55
Administrative Fee**	\$5.95
Total Estimated Amount	\$158.75

One Time Charges	
Delivery Charge Subtotal	\$250.00
Total Fuel/ Environmental Recovery Fees**	\$100.61
Total One-Time Amount	\$350.61

Christel Williams
Republic Services

CWilliams29314@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

** FRF, ERF & ADMIN: The Fuel Recovery Fee (FRF) is a variable charge that changes monthly. For more information on the FRF, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website, www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

MINUTES OF MEETING

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

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

The **Audit Committee** meeting of the Board of Supervisors Audit Committee for Two Creeks Community Development District was held on **Wednesday, February 23, 2022 at 6:00 p.m.** at the Courtyard by Marriott located at 610 Wells Road, Orange Park, FL 32073. Following is the agenda for the meeting.

Present and constituting a quorum:

Darryl Del Rio	Board Supervisor, Chairman
Brian Wigal	Board Supervisor, Vice Chairman
Lan Nguyen	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Carol Brown	District Manager, Rizzetta & Company, Inc.
Wes Haber	District Counsel, Kutak Rock, LLP
D. Glynn Taylor	District Engineer, Taylor & White
Mark Insel	Director of Amenity Services, Vesta
John Williams	Field Operations Manager, Vesta
Rodney Hicks,	Branch Manager, BrightView
Brian Mercer	Associate Branch Manager, BrightView

Members of the Public Present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Brown called the meeting to order at 6:02 PM

SECOND ORDER OF BUSINESS

Review Instructions and Criteria for Proposals for District Auditing Services

Ms. Brown reviewed Instructions and Criteria for District Audit Services.

On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all unanimously in favor, the Audit Committee approved the Request for Proposal to include pricing, with the criteria equally weighted and for a 5 year term, for Audit Services for Two Creeks Community Development District.

THIRD ORDER OF BUSINESS

**Establishing a Date for Second
Audit Committee Meeting**

On a motion by Ms. Wigal, seconded by Mr. Del Rio, with all unanimously in favor, the Audit Committee selected the next Audit Committee date as May 25, 2022, prior to the onset of the Regular Meeting, to review proposals for Audit Services for Two Creeks Community Development District.

FOURTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Mr. Del Rio, seconded by Mr. Wigal, with all unanimously in favor, the Audit Committee adjourned the meeting at 6:05 PM for Two Creeks Community Development District.

Secretary / Assistant Secretary

Chairman / Vice Chairman

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33611

Operation and Maintenance Expenditures

January 2022

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2022 through January 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$40,093.54**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contracts, Inc	1434	135316	Amenity Repairs Pool Area 12/21	\$ 690.00
BrightView Landscape Services, Inc.	1444	7684095	Monthly Landscape Maintenance 01/22	\$ 9,545.00
BrightView Landscape Services, Inc.	1444	7708970	Monthly Landscape Maintenance Adj 01/22	\$ 514.00
Clay County Utility Authority	202201-1	Water Summary 12/21	Water Summary 12/21	\$ 3,748.39
Clay Electric Cooperative, Inc.	202201-2	Electric Summary 12/21	Electric Summary 12/21	\$ 2,158.00
COMCAST	202201-3	8495 74 144 1205022 01/22	Amenity Telephone/Fax/Internet/Cable 01/22	\$ 475.12
Giddens Security Corporation	1435	23463881	Security Service 12/13/21-12/26/21	\$ 1,554.00
Giddens Security Corporation	1440	23464020	Security Service 12/27/21-01/09/22	\$ 1,514.00
Halcyon AV, LLC	1436	1603	Repair Emergency Exit Button 11/21	\$ 315.00
Innersync	1441	20018	ADA Website Compliance Q2 FY 21/22	\$ 384.38
Poolsure	1445	1.31296E+11	Pool Chemicals & Maintenance 01/22	\$ 875.00
Rizzetta & Company, Inc.	1437	INV0000064515	District Management Fees 01/22	\$ 4,835.84
Rizzetta & Company, Inc.	1446	INV0000064798	Annual Dissemination Services FY 21/22	\$ 1,000.00

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management, LLC	1438	PI-A00729039	50% Balance Due - Tilapia Stocking 12/21	\$ 557.50
Solitude Lake Management, LLC	1447	PI-A00737371	Lake & Pond Management Services 01/22	\$ 1,364.75
Vesta Property Services, Inc.	1443	394027	Amenity Management Services 01/22	\$ 9,841.14
Vesta Property Services, Inc.	1448	394435	Billable Expenses 12/21	\$ 477.44
Waste Pro USA - Jacksonville	202201-4	515383	Waste Disposal Services 02/22	\$ 243.98
Report Total				<u>\$ 40,093.54</u>

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33611

Operation and Maintenance Expenditures

February 2022

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2022 through February 28, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$50,554.55**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Beaches Electrical Services Inc.	001458	10027	Electrical Repair 02/22	\$ 407.50
Beaches Electrical Services Inc.	001458	10028	Electrical Repair 02/22	\$ 466.14
Boree Canvas Unlimited, Inc	001459	12883-B	Two Canopies 01/22	\$ 6,997.50
BrightView Landscape Services, Inc.	001449	7724077	Monthly Landscape Maintenance 02/22	\$ 10,059.00
Clay County Utility Authority	20222802-1	Water Summary 01/22	Water Summary 01/22	\$ 3,588.16
Clay Electric Cooperative, Inc.	20222802-2	Electric Summary 01/22	Electric Summary 01/22	\$ 2,650.00
COMCAST	20222802-3	8495 74 144 1205022 02/22	Amenity Telephone/Fax/Internet/Cable 02/22	\$ 474.47
Courtyard Marriott	001453	013122	Meeting Room Fee 02/22	\$ 175.00
Fitness Pro	001450	26721	Qrtly Preventative Maintenance 02/22	\$ 190.00
Giddens Security Corporation	001451	23464070	Security Service 01/10/22 - 01/23/22	\$ 893.70
Giddens Security Corporation	001451	23464152	Security Service 01/24/2022 - 02/06/2022	\$ 893.70
Grau and Associates	001460	21913	Audit Services FY 20/21	\$ 4,000.00
HomeTeam Pest Defense, Inc.	001461	81748703	Termite Treatment 01/22	\$ 122.70

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	001452	2979667	Legal Services 12/21	\$ 804.00
OPC News LLC Clay Today-Clay County Leader	001462	Ad #334033 02/01/2022	Acct #334033 Legal Advertising 02/22	\$ 121.50
Poolsure	001454	131295604745	Pool Chemicals & Maintenance 02/22	\$ 875.00
Rizzetta & Company, Inc.	001455	INV0000065354	District Management Fees 02/22	\$ 4,835.84
Solitude Lake Management, LLC	001456	PI-A00751867	Lake & Pond Management Services 02/22	\$ 1,364.75
Taylor & White, Inc.	001463	4454	Engineering Services 02/22	\$ 660.00
Vesta Property Services, Inc.	001457	393238	Billable Expenses 11/21	\$ 1,250.49
Vesta Property Services, Inc.	001457	394783	Amenity Management Services 02/22	\$ 6,773.58
Vesta Property Services, Inc.	001464	395656	Billable Expenses 01/22	\$ 2,704.10
Waste Pro USA - Jacksonville	20222802-4	0000518471	Waste Disposal Services 03/22	<u>\$ 247.42</u>
Report Total				<u>\$ 50,554.55</u>

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33611

Operation and Maintenance Expenditures

March 2022

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2022 through March 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$75,162.60**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Barbara M. Rhodes	1471	BR022322	Board of Supervisor Meeting 02/23/2022	\$ 200.00
Brian Wigal	1473	BW022322	Board of Supervisor Meeting 02/23/2022	\$ 200.00
BrightView Landscape Services, Inc.	1480	7775749	Monthly Landscape Maintenance 03/22	\$ 10,059.00
BrightView Landscape Services, Inc.	1474	7794715	Irrigation Maintenance-Valve Repair 02/22	\$ 3,069.95
BrightView Landscape Services, Inc.	1480	7802065	Irrigation Repairs 03/22	\$ 1,111.00
BrightView Landscape Services, Inc.	1480	7802066	Irrigation Repairs 03/22	\$ 1,925.00
Clay County Utility Authority	20223103	Water Summary 02/22	Water Summary 02/22	\$ 3,760.77
Clay Electric Cooperative, Inc.	20223104	Electric Summary 02/22	Electric Summary 02/22	\$ 2,534.00
Com-Pac Filtration, Inc.	1475	34541	50% deposit fo Tube Slide 03/22	\$ 6,288.25
COMCAST	20223105	8495 74 144 1205022 03/22	Amenity Telephone/Fax/Internet/Cable 03/22	\$ 475.47
Cour Valant, LLC dba First Coast Mulch	1481	4215	Mulch Installation 03/22	\$ 3,575.00
Darryl E. Del Rio	1469	DDR022322	Board of Supervisor Meeting 02/23/2022	\$ 200.00

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Giddens Security Corporation	1466	23464273	Security Service 02/07/2022 - 02/20/2022	\$ 893.70
Giddens Security Corporation	1482	23464392	Security Service 02/21/2022 - 03/06/2022	\$ 893.70
Giddens Security Corporation	1482	23464492	Security Service 03/07/2022 - 03/20/2022	\$ 1,049.76
Kutak Rock, LLP	1476	3009881	Legal Services 01/22	\$ 301.00
Lan Nguyen	1470	LN022322	Board of Supervisor Meeting 02/23/2022	\$ 200.00
Poolsure	1467	131295605318	Pool Chemicals & Maintenance 03/22	\$ 755.00
Rizzetta & Company, Inc.	1468	INV0000066270	District Management Fees 03/22	\$ 4,835.84
SFTF, LLC dba Ashley Homestone	1465	21522	Tables and Chairs 02/22	\$ 1,919.96
Solitude Lake Management, LLC	1478	PI-A00769788	Lake & Pond Management Services 03/22	\$ 1,364.75
Taylor & White, Inc.	1477	4490	Engineering Services 03/22	\$ 200.00
Vesta Property Services, Inc.	1472	396139	Amenity Management Services 03/22	\$ 15,976.26
Vesta Property Services, Inc.	1479	396139 R	Amenity Management Services REVISED 03/22	\$ 12,908.70

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc.	1479	396734	Billable Expenses 02/22	\$ 214.92
Waste Pro USA - Jacksonville	20223106	599905	Waste Disposal Services 04/22	<u>\$ 250.57</u>
Report Total				<u>\$ 75,162.60</u>

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA · (904) 436-6270

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33611

Operation and Maintenance Expenditures

April 2022

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2022 through April 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$45,023.51**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
All Weather Contracts, Inc	1486	139573	ADA Sign Bid-Work 03/22	\$ 885.00
Bob's Backflow & Plumbing Services, Inc	1484	80951	Backflow Testing 03/22	\$ 90.00
Bob's Backflow & Plumbing Services, Inc	1492	81873	Backflow Testing 04/22	\$ 157.50
BrightView Landscape Services, Inc.	1495	7819549	Monthly Landscape Maintenance 04/22	\$ 10,059.00
BrightView Landscape Services, Inc.	1487	7837317	Irrigation Updates 03/22	\$ 4,294.00
Clay County Utility Authority	20220430	Water Summary 03/22	Water Summary 03/22	\$ 2,996.65
Clay Electric Cooperative, Inc.	20220431	Electric Summary 03/22	Electric Summary 03/22	\$ 2,808.00
COMCAST	20220430-3	8495 74 144 1205022 04/22	Amenity Telephone/Fax/Internet/Cable 04/22	\$ 476.07
Giddens Security Corporation	1488	23464566	Security Service 03/21/22 - 04/03/22	\$ 843.44
Giddens Security Corporation	1496	23464707	Security Service 04/04/2022 - 04/17/2022	\$ 855.02
Innersync	1489	20217	Website & Compliance Services - Q3 FY21/22	\$ 384.38
Kutak Rock, LLP	1490	3022862	Legal Services 02/22	\$ 1,657.91

Two Creeks Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2022 Through April 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
OPC News LLC Clay Today-Clay County Leader	1497	2022-220756	Legal Advertising 04/22	\$ 67.50
Phillip McDonald Plumbing, Inc	1491	6806	Installed Bottle Filling Station 03/22	\$ 2,289.30
Poolsure	1483	131295605786	Pool Chemicals & Maintenance 04/22	\$ 815.00
Rizzetta & Company, Inc.	1485	INV0000067013	District Management Fees 04/22	\$ 4,835.84
Solitude Lake Management, LLC	1493	PI-A00786818	Lake & Pond Management Services 04/22	\$ 1,364.75
Trails CDD	1498	41822	Reimburse Trails for Two Creeks Expense 04/22	\$ 303.01
Vesta Property Services, Inc.	1494	396969	Amenity Management Services 04/22	<u>\$ 9,841.14</u>
Report Total				<u>\$ 45,023.51</u>



Quality Site Assessment

Prepared for:

Two Creeks CDD

Mon May 16 2022

QUALITY SITE ASSESSMENT

Two Creeks CDD

General Information

DATE: Monday, May 16, 2022

NEXT INSPECTION DATE: Monday, Aug 15, 2022

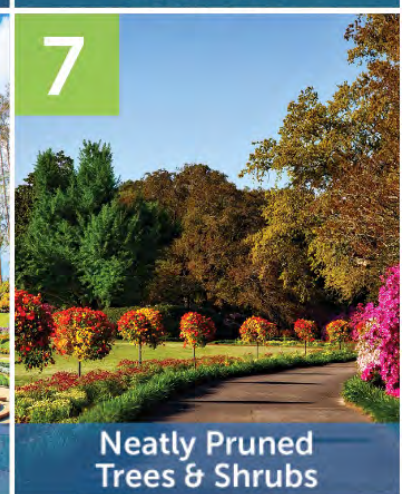
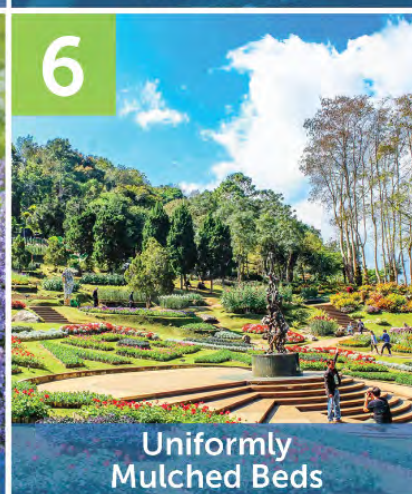
CLIENT ATTENDEES:

BRIGHTVIEW ATTENDEES: Willie Perez Davila

Customer Focus Areas

Lake mowing, clubhouse and entrance detail

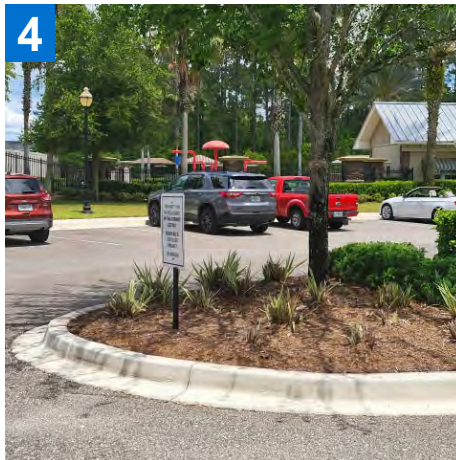
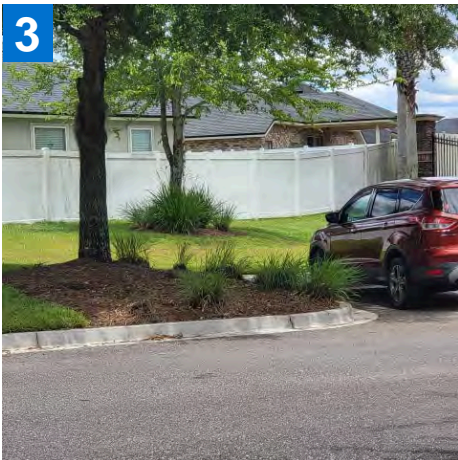
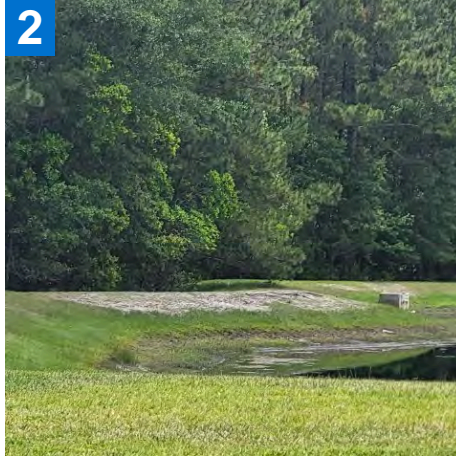
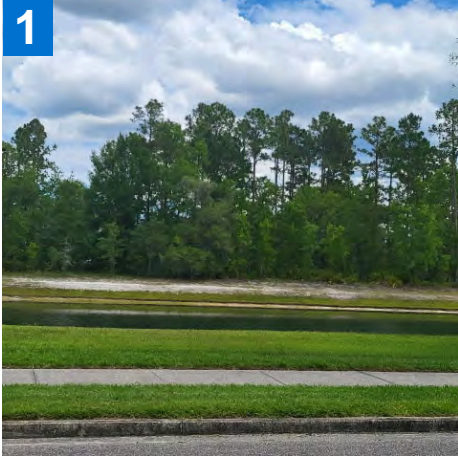
Quality you can count on.



QUALITY SITE ASSESSMENT

Two Creeks CDD

Recommendations for Property Enhancements



1 Sod need to avoid erosion on pond k-13 Proposal to follow.

2 Sod needed for pond K-3 to avoid erosion proposal to follow.

3 Recommend adding grasses in bed area. Proposal to follow.

4 Recommend adding flax lilies to the bed. Proposal to follow.

QUALITY SITE ASSESSMENT

Two Creeks CDD

Recommendations for Property Enhancements



5 The Little gem Magnolia needs to be replaced.

6 There is a patch of sod Bahia that needs to be replaced on Gold Finch Park between unit 171 and 172.

QUALITY SITE ASSESSMENT

Two Creeks CDD

Notes to Owner / Client



1 Ponds were mowed

2 Washingtonia are being scheduled for trim.



11530 Davis Creek Ct – Jacksonville, Florida 32256
2270 Dobbs Rd – St. Augustine, Florida 32095
(904) 292-0716

MEMORANDUM

DATE: 5-5-22

TO: All Customers

FROM: BrightView Landscape Services

RE: Drought Stress

We wanted to take a moment to inform all of our customers that we are now entering week three of drought like conditions throughout the St. Johns, Duval County and Clay county markets. In conjunction with lack of rainfall, there have also been spikes of higher temperatures and adverse humidity.

So what does this mean to our landscapes?

1. Hot spots in the turf and wilting plant material

We are finding “hot spots” or stressed turf on most of our job sights. In many cases we do monthly contract irrigation checks while other accounts may not have inspections in our agreement. There are also several accounts that have no irrigation system at all. Even on jobs that have irrigation within the agreement the odds of having stressed areas is likely as even the smallest irrigation problem such as a clogged nozzle or wind shearing will show itself when there is no rain. We are currently addressing any issues that we find in the field on a one by one basis. More than likely your Account Manager or our Irrigation Manager David Lara has been in touch with you to discuss. On jobs that have irrigation, but we do not maintain the system, we are available if need be to assist your staff with repairs. For those areas that do not have irrigation we can only hope the weather will break soon.

2. Water restrictions

As we all know, we fall under the water restrictions outlined by the SJWMD. Currently this permits watering two days per week. However, as we find hot spots in the field and address the issues, we are watering manually to alleviate some of the drought conditions. We are also adding extra water to annual beds as they require it. If new landscape construction is occurring on your job, there are more favorable guidelines for watering the new material. Unfortunately, under these water restrictions, two days a week is not going to provide the lush conditions associated with normal or frequent rainfall. In addition, even when a system is 100% functional it is often just a good supplement for rainfall and does not provide even distribution of water that rain will provide.

3. Pump/controller problems and outstanding work orders

There may be cases where we are currently addressing pump or controller problems. If this is the case these repairs take priority over smaller repairs. There may also be job sites that currently have pending work that has not been approved. If this is the case we recommend approving the work to prevent loss of your landscape investment.

4. Chinch bugs

The chinch bug is the number one insect problem associated with St. Augustine turf. The ideal time to come under attack is when the turf is dry. These insects will typically start in these areas and move throughout the property. They cause severe damage that in larger cases will require re-sodding. We are already finding this problem on many jobs and are treating as quickly as possible. Often it will require multiple applications of different insecticides as they have shown the unique ability to resist pesticides over time. Once the rain returns, or if repairs have been made to the irrigation system we will quickly know if an area will recover.

5. Turf types

Typically, in North Florida we have St. Augustine, Bahia and or Zoysia turf. Each of these varieties responds to drought conditions in a different manner. St. Augustine will turn grey then yellowish/ orange. Often then the chinch bugs move in. Bahia grass completely shuts down in dry conditions often giving an appearance that it is dead. Fortunately, it recovers very quickly with just a bit of water. These are often your un-irrigated areas such as pond banks and roadsides. Zoysia, much like Bahia will go into shut down mode but will take a bit longer than Bahia to green back up once water is applied.

6. Re-claimed water vs. city/well water

Those fortunate to have re-claimed water may not fall under the same restrictions as those who have well or city water. In these cases, we have increased the water levels to supplement no rainfall.

7. Communication

As our teams work through each location addressing what we find we ask also that if you or your staff notice dryness to please contact your Account Manager if he or she has not

contracted you already as most of our jobs are only visited once a week and a lot can go wrong in between.

We appreciate your cooperation and patience and as always, we are striving for a highly satisfied customer.

Regards,

Your BrightView Team

Proposal for Extra Work at Two Creeks CDD

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

Project Name Plant installation to fill beds in Pool area

Project Description Plant installation to fill beds in Pool area

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
K-3 Pond			Subtotal	\$1,448.67
15.00	EACH	Flax Lillies install fill bed in pool area	\$29.55	\$443.29
15.00	EACH	Fakahatchee grass install fill bed in pool area	\$21.96	\$329.34
4.00	LUMP SUM	Mobilization and Green waste disposal for all three proposal	\$65.96	\$263.82
1.00	LUMP SUM	To Check and adjust head to ensure proper coverage for Plant material	\$412.22	\$412.22

For internal use only

SO# 7817876
JOB# 346100419
Service Line 130

Total Price \$1,448.67

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
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Customer

property manager

Signature

Title

Carol Brown

May 17, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature

Title

Willie Perez Davila

May 17, 2022

Printed Name

Date

Job #: 346100419

Proposed Price: \$1,448.67

SO #: 7817876

Proposal for Extra Work at Two Creeks CDD

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

Project Name Bahia Sod installation for erosion control

Project Description Bahia Sod installation for erosion control

Scope of Work

Note: Sod not warranted due to no irrigation.

QTY	UoM/Size	Material/Description	Unit Price	Total
K-13 Pond				
				Subtotal
				\$3,659.40
1.00	LUMP SUM	Prep Area for sod installation. Remove any declining sod with sod cutter. Grade area. Deep edge any bedlines or hardscapes. Remove debris from site. Dispatch of Crew		
2,000.00	SQUARE FEET	Bahia Sod - Installed (For erosion control)		
1.00	BOX	Sod Clips		

For internal use only

SO# 7817848

JOB# 346100419

Service Line 130

Total Price \$3,659.40

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

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property manager

Signature

Title

Carol Brown

May 17, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager

Signature

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Willie Perez Davila

May 17, 2022

Printed Name

Date

Job #: 346100419

Proposed Price: \$3,659.40

SO #: 7817848

Proposal for Extra Work at Two Creeks CDD

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

Project Name Erosion prevention pond K-13 sod installation

Project Description Erosion prevention pond K-13 sod installation

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
K-13 Pond			Subtotal	\$5,342.41
12.00	HOURL	Installation of Bahia Sod for erosion control	\$65.96	\$791.47
26.00	HOURL	Prep and removal for installation of Bahia sod	\$65.96	\$1,714.85
7.00	PALLET	Bahia Sod for erosion control	\$405.16	\$2,836.09

For internal use only

SO# 7817751
JOB# 346100419
Service Line 130

Total Price \$5,342.41

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11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

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May 17, 2022

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Job #: 346100419

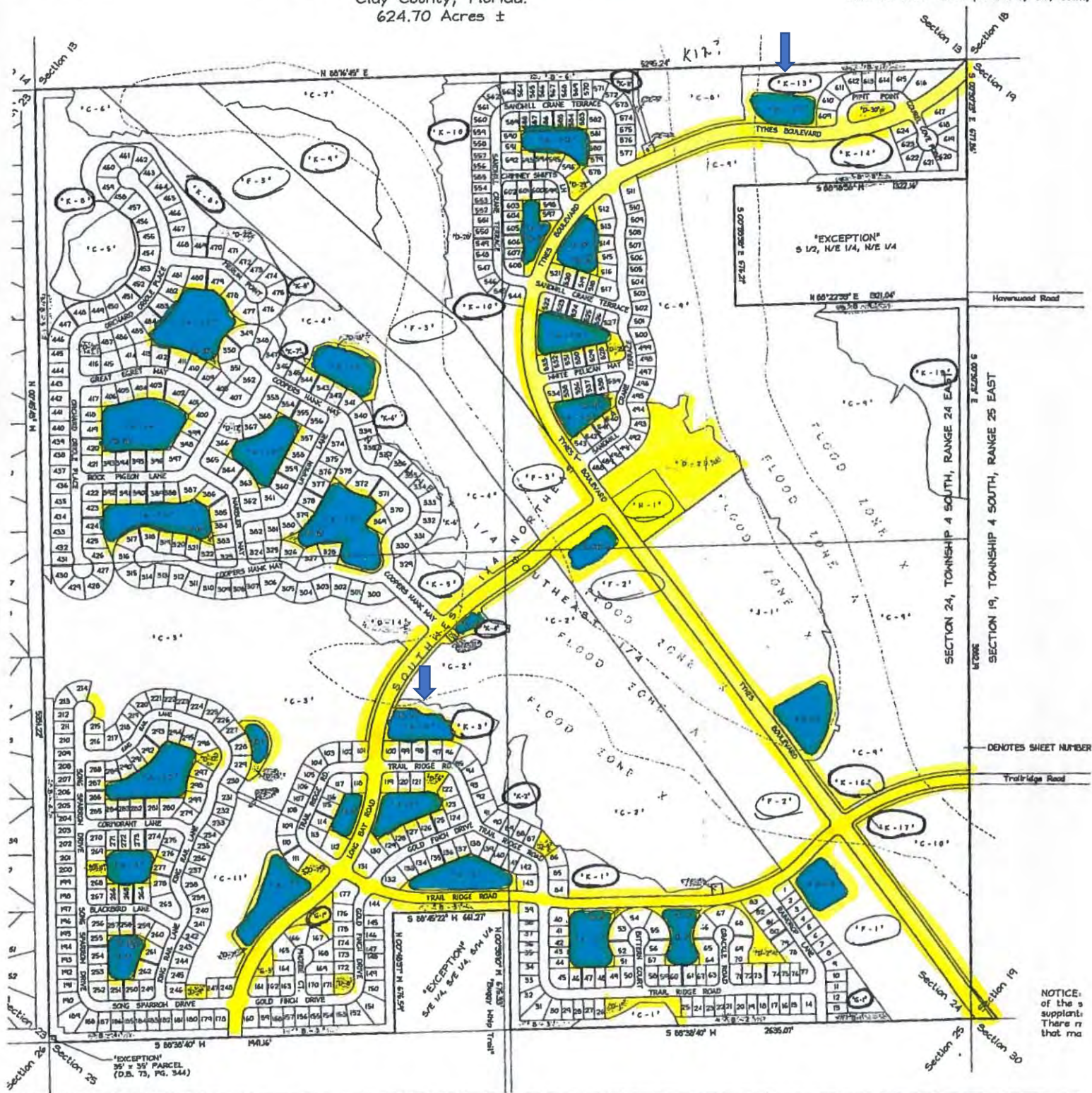
Proposed Price: \$5,342.41

SO #: 7817751

Florida Power & Light
Joy District Schools
Primary Corridor Network

LAND USE	RURAL SUBURB
ZONING	PUD
AREA	624.82 AC.
No LOTS	674
MIN. LOT SIZE	6000 SQ. FT.

Electric service provided by Clay Electric Cooperative,
Water and Sewer service provided by Clay County Utili







Two Creeks CDD

Managers Report

Date of meeting: 5.25.2022

Submitted by: Mark Insel

POOL AND FACILITY:

- We haven't had any vehicles left in the parking lot, a few trailers were tagged in the community and were moved. Since all has been clear.
- We have made much progress on the list of items needing attention. Tim/Ray have cured many small tasks and are tackling the larger jobs and projects.
- Safety checks on the Playgrounds, Volleyball, Tennis and Basketball courts completed daily.
- The pool is operational, and levels have been perfect. The kiddie pool pump failed then was repaired but a new one will be needed, quotes to come. Splash Feature Timer replaced as well.
- QR Codes are placed in Bulletin Board and Playground, these will direct residents to survey each area. Minor feedback so far, but positive.
- Cintas has inspected all extinguishers and emergency lighting on site.
- Leak around large pool planter has been addressed and looked at.
- New Dumpster has arrived.

GYM AND EQUIPMENT:

All equipment has been checked; PM was completed last month. Gym flooring was professionally cleaned. Cleanings are daily and twice weekly for deep clean. Elliptical quotes have been submitted.

COMPLETED PROJECTS / No Board action required:

- QR CODES, Landscape Management Tool, Weekly Inspection list implemented
- We have had many residents come into the office for access cards and/or rentals. There have been many residents expressing positive feedback in regard to having staff onsite every day and accessible, repairs made, and overall appearance of Facility.
- Clubhouse furniture arrived.
- Library Mailbox was installed.
- Routine maintenance and janitorial continues throughout facility.
- Checks on playground for safety and functionality daily.
- Implementation of new procedures internally for office productivity. Uploading electronic documents to help residents expedite rentals or access card requisition. This has been working great!
- We continue to ride the community monitoring signs, storm drains, road conditions, etc.
- Bottle filler installed and repair made on the other fountain.
- Touch up painting completed.
- Chipmunks installed.
- Restroom doors will be repaired, modified in the coming days.

POND AND LAKE MANAGEMENT:

- Our technician William has been onsite twice monthly. We have met onsite to discuss all the ponds on property. He has filled us in on which have algae, grass and weed issues due to the increase in pollen, which ones needed dye and the ponds seeing the most trash. He is very attentive and doing a great job.

LANDSCAPE MANAGEMENT:

- Landscaping Management Tool, and weekly drive checklist is in place for reporting. Brightview's tasks are being completed daily. The crews are working the Spring schedule, mowing weekly again. Picking up more trash around ponds. They are prioritizing work throughout the community and are keeping things maintained. We meet with Jeremiah frequently on property. We have been discussing areas that we have seen that need attention and any irrigation issues. They will make every effort within their contract to assist.

WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Preparing for Summer, pool, facility, grounds. Policy Highlights reminders.
- Continued diligence on a clean facility, pool, and grounds.
- Continued oversight on landscaping and irrigation.
- Continuing to knock out items on punch list of projects both small and large not needing Board approval.
- Install new signs.
- Water slide purchased should arrive soon.
- Ellipticals to be purchased and installed.
- Possible change to Tennis and Basketball courts, upgrades, and additions.

Should you have any comments or questions feel free to contact me directly

Mark Insel 904-408-7716



Two Creeks

Field Operations Report

Date of report: May 25th, 2022

Submitted by: Tim Harden

Completed Projects and routine maintenance tasks:

- Weekly property rides to pick up trash and inspect property
- Routine pool skimming and vacuuming
- Weekly cleaning of pool filters
- Fitness room floor was steam cleaned by Stanley Steamer
- Replaced broken latch on tennis court gate
- Repainted posts on fence around tennis courts where paint had flaked off
- Installed new chipmunk at playground on Song Sparrow
- Cleaned trash out of the pond in the parking lot
- Replaced broken shower lever in wading pool
- Replaced broken pull chain on shower in wading pool
- Installed new book library box at entrance to amenity center
- Replaced fifteen light bulbs that were out in the men's and women's restrooms
- Ordered new sign for Tynes Blvd and Long Bay Rd intersection from Clay County
- Regular vacuuming of gym floor and wiping down of equipment
- Blowing off of tennis courts and basketball court as needed
- Installation of new 2 yd Republic Waste dumpster
- Disposal of old signs, tires and other refuse accumulated around old dumpster
- Installation of new bottle filler on water fountain by Ben McDonald Plumbing
- Repair of faulty backflow preventer by Bob's Backflow
- Assembly of new tables for social room
- Reinstallation of Bulletin Board above the water fountains
- Parking lot and Tynes/Trailridge intersection was pressure washed
- Re-mulching of all playgrounds.
- Inspect all playgrounds for damages or unsafe conditions

Upcoming Projects:

- Replacement of cracked slide at Song Sparrow playground
- Replacement of tunnel slide in the main pool
- Pressure washing of columns in pool area
- Cleaning of awnings around pool deck and tennis courts
- Repair of leak in main pool
- Replacement of pump for wading pool
- Replacement of slide on water feature for main pool

- Replacement of stalls in men's and women's bathrooms
- Adding variable speed controllers to main pool pump

Capital Projects needed to maintain property:

Replacement of cracked slide at playground on Song Sparrow:

- The 6 ft spiral slide at the playground on Song Sparrow is cracked about half-way down. This poses a potential hazard to any children using the equipment. The equipment was manufactured by a company called Playmore. They have proposed replacing the damaged slide with a comparable new slide for \$10,300 which includes freight and installation.

Elliptical Replacement:

- Three proposals were received. The first was from Fitness Pro. They can provide three Spirit XE795 20" stride ellipticals for a total of \$7,220. This includes delivery and removal of the old equipment. The second option they offered was three True CS200 ellipticals for \$12,620. These are comparable to what we currently have onsite.
- The second proposal was from Commercial Fitness. They can provide three E6 Circle Fitness 20" stride Ellipticals for \$8,345. A 50% deposit is due upfront. The second option they gave was E7 Circle Fitness Ellipticals for \$9,860. The third option was three EP LS LED Matrix Ellipticals for \$10,739.
- The third proposal was from First Place Fitness Equipment. They can provide three XCS200 Ellipticals for \$11,815. The other option is three Spirit XE795 20" stride ellipticals for \$6,124.97. The final option is three Spirit CE-800 ENT models for \$11,024.97.

Replacement of wading pool pump:

- The current pump is over ten years old. It has a pin sized leak in the pump housing which makes it harder for it to maintain proper flow. Manufacturers no longer make the same size pumps. If the pump set up needs to be modified from the original design, all changes must be properly engineered and permitted. I have obtained a proposal for the engineering and permitting from WET Engineering. They can provide these services for about \$1,000. Once we have the approved modifications, I can put the job out to bid to certified pool contractors.

Optional projects to modify or enhance the existing facilities:

Installation of soccer field adjacent to the tennis courts:

- Staff made contact with a company called Turf Solutions Group. Based on a virtual assessment of the property they believe we have room for a 130 ft by 260 ft soccer field. The estimated cost has a wide range based on the soil quality and size. The cost is between \$3.25 per square ft and \$5.25 per square ft. So, the cost would range between \$109K and \$177K depending on what is needed. The lower estimate of that range includes striping away the current sod and replacing it with new sod, adding irrigation to maintain a healthy field and installing goals and boundary lines. The higher end of the

estimate would include all of the items on the lower range quote plus removing and replacing the top layer of soil and adding a drainage system. We do not have anything from them in writing, this information was gathered by phone conversation.

Resurfacing of the tennis courts and basketball court:

- Staff was able to obtain estimates from the following two vendors:
- Sport Surfaces provided the following proposal: Resurface both tennis courts and basketball court as they are for \$22,750. For an additional \$12,300 they will convert one of the tennis courts into two permanent pickleball courts with a fence separating the two courts. For \$1,250 more they will take down the basketball goal closest to the amenity center and only strip a half court. This proposal includes doing a liquid test to identify and spots where water pools at greater than 1/8". They want 33% upon acceptance of the contract, another 33% at commencement of the project and the balance due upon completion.
- The second proposal is from Tennis Unlimited. They will resurface the two tennis courts for \$19,800. For an additional \$2,000 he will install permanent pickleball courts. They will resurface the basketball court for \$9,900. They want 50% of the total as a deposit to begin the project and the final 50% upon completion of the job.

Installation of Sun Shades over the playground equipment at the amenity center:

- The first proposal is from Southern Recreation. They can install a 36' x 20' x 8' hip shade structure over the ages 2 to 5 equipment for \$15,270. They can also install an 18' x 40' shade sail structure over the ages 5 to 12 equipment for \$30,590.
- The second proposal is from Shade Systems Inc. They do not do any installations, so I would have to find someone else to install. They sell a 17' x 34' x 14' rectangle shade for \$17,636.60 and a 20' x 36' x 14' rectangle shade for \$19,810.25.

Installation of concrete aprons between the curb and sidewalk to facilitate access to the powerlines by utility trucks:

- This will prevent continued damage to the sod along Tynes Blvd where multiple utilities are accessing the easements where the power lines are across from the amenity center. Replacing the sod is only a temporary solution that will have to be done repeatedly to mitigate the effects of the current traffic.

Should you have any comments or questions feel free to contact me directly at 904-612-6668 or tharden@vestapropertyservices.com.



Service History Report

May 6, 2022
50097

Two Creeks CDD

Date Range: 04/01/22..04/30/22

Toll Free: (888) 480-5253
Fax: (888) 358-0088
www.solitudelakemanagement.com

=====

Service Date	4/14/2022	11494
No.	PI-A00794065	
Order No.	SMOR-582447	
Contract No.	SVR52555	

Technician Name and State License #s

William Hartman

Service Item #	Description	Lake No.	Lake Name
11494-LAKE-ALL	Two Creeks CDD LAKE ALL	27	
Technician's Comments:	treated ponds 4,18,19,20,22,24 and 27 for algae, treated ponds 7 and 24 for shoreline grasses, treated pond 5 for aquatic vegetation, inspected ponds 1,2,3,21 and 26 no treatment needed at this time and picked up trash where needed		
General Comments:	Inspected Lake		
Lake & Pond Monitoring			OK
Inspected for algae			Treated
Inspected for Aquatic Weeds			Treated
Inspected for Undesirable Shoreline Vegetation			Treated
Trash & Light Debris Removal			Removed for repair

=====

Service Date	4/27/2022	11494
No.	PI-A00798988	
Order No.	SMOR-587632	
Contract No.	SVR52555	

Technician Name and State License #s

William Hartman

Service Item #	Description	Lake No.	Lake Name
11494-LAKE-ALL	Two Creeks CDD LAKE ALL	27	
Technician's Comments:	treated ponds 11,12 and 16 for shoreline grasses, treated ponds 8,9 and 10 for algae, inspected ponds 6,13,14,15,17,23 and 25 no treatment needed at this time and picked up shoreline trash where needed		
General Comments:	Inspected Lake		
Lake & Pond Monitoring			OK
Inspected for algae			Treated
Inspected for Aquatic Weeds			OK
Inspected for Undesirable Shoreline Vegetation			Treated
Trash & Light Debris Removal			Removed for repair



Chris H. Chambliss

Supervisor of Elections
Clay County, Florida

April 15, 2022

Two Creeks Community Development District
Attn: William Rizzetta
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Dear Mr. Rizzetta:

I have queried the number of eligible voters residing within the Two Creeks Community Development District as of April 15, 2022. At this time, there are 1,406 registered voters residing within the district.

Please provide the contact information and term expiration dates for the current CDD Board Members. I can be reached via the contact information at the bottom of this page or via email at Lynn.Gaver@ClayElections.gov.

In an effort to keep our records updated please notify us of any changes to the Board due to resignations or appointments.

Thank you,

Lynn Gaver, MFCEP

Clay County Supervisor of Elections Office
P.O. Box 337 | 500 North Orange Ave.
Green Cove Springs, FL 32043
(904) 269-6350 Fax (904) 284-0935



1707 Townhurst Drive
Houston, Texas 77043
800.858.7665
www.poolsure.com

c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614



05/2/2022

Re: Two Creeks CDD: Temporary Monthly Surcharge

Dear Customer,

Poolsure, like all businesses, has been the recipient of significant and unprecedented price increases in all facets of our operations. Where we are accustomed to seeing a price increase annually, we have realized, in some cases, price increases twice in a month with effective dates of as little as 7 days. This is in addition to skyrocketing fuel and labor costs.

Poolsure always keeps our customers' needs in the forefront. We understand the difficulties caused to budgets and bottom lines by mid-year price increases. We have tried to make the impact as minimal as possible and have delayed action as long as possible. In lieu of adjusting rates midyear, we are adding a temporary monthly surcharge of 8% calculated on your base rate starting with the June 2022 invoice. We are continuing to work closely with our suppliers and adapting our buying strategies to manage costs, while still protecting supply, for our customers.

Poolsure understands our business is a partnership and we are committed to making our relationship one built on trust, transparency, and service. Your business is greatly appreciated.

Sincerely,

Alan Falik
President

Vincent Flaviani
Vice President of Sales

**TWO CREEKS
COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2021**

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
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www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Two Creeks Community Development District
Clay County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Two Creeks Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2021, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) is not a required part of the basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 24, 2022, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

February 24, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Two Creeks Community Development District, Clay County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$4,988,212).
- The change in the District's total net position in comparison with the prior year was \$388,484, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2021, the District's governmental funds reported combined ending fund balances of \$1,176,888 an increase of \$71,653 in comparison with the prior fiscal year. A portion of the fund balance is non-spendable for deposits and prepaid items, restricted for debt service, assigned to future repair and replacement, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities and deferred inflows of resources, with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management), parks and recreation, and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and debt service fund, which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2021	2020
Current and other assets	\$ 1,218,196	\$ 1,198,406
Capital assets, net of depreciation	2,583,551	2,679,593
Total assets	3,801,747	3,877,999
Current liabilities	168,759	225,081
Long-term liabilities	8,621,200	9,029,614
Total liabilities	8,789,959	9,254,695
Net position		
Net investment in capital assets	(6,037,649)	(6,350,021)
Restricted for debt service	462,272	460,699
Unrestricted	587,165	512,626
Total net position	\$ (4,988,212)	\$ (5,376,696)

The District's net position reflects its investment in capital assets (e.g., land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to landowners; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations and depreciation expense.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2021	2020
Revenues:		
Program revenues		
Charges for services	\$ 1,407,883	\$ 1,383,897
Operating grants and contributions	44	5,282
General revenues		
Unrestricted investment earnings	92	2,669
Miscellaneous revenue	15,051	182
Total revenues	1,423,070	1,392,030
Expenses:		
General government	92,221	102,569
Maintenance and operations	353,988	320,803
Parks and recreation	269,667	228,169
Interest on long-term debt	318,710	329,052
Total expenses	1,034,586	980,593
Change in net position	388,484	411,437
Net position - beginning	(5,376,696)	(5,788,133)
Net position - ending	\$ (4,988,212)	\$ (5,376,696)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2021 was \$1,034,586. The costs of the District's activities were primarily funded by program revenues. Program revenues were comprised primarily of assessments for both the current and prior fiscal years. The majority of the remainder of the current fiscal year revenue includes insurance proceeds. In total, expenses, including depreciation, increased from the prior fiscal year, the majority of the increase was the result of pool repairs, well pump maintenance, and pump rebuild.

GENERAL FUND BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2021, the District had \$4,429,546 invested in capital assets for its governmental activities. In the government-wide financial statements, depreciation of \$1,845,995 has been taken, which resulted in a net book value of \$2,583,551. More detailed information about the District's capital assets is presented in the notes to the financial statements.

CAPITAL ASSETS AND DEBT ADMINISTRATION (Continued)

Capital Debt

At September 30, 2021, the District had \$8,720,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEARS BUDGET

The District does not anticipate any major projects or significant changes in its infrastructure maintenance program for the next fiscal year. In addition, it is anticipated that the general operations of the District will increase slightly.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Two Creeks Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614.

FINANCIAL STATEMENTS

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2021**

	<u>Governmental Activities</u>
ASSETS	
Cash and equivalents	\$ 612,173
Deposits and prepaids	16,300
Restricted assets:	
Investments	589,723
Capital assets	
Depreciable assets, net	<u>2,583,551</u>
Total assets	<u>3,801,747</u>
 LIABILITIES	
Accounts payable and accrued expenses	41,308
Accrued interest payable	127,451
Non-current liabilities:	
Due within one year	420,000
Due in more than one year	<u>8,201,200</u>
Total liabilities	<u>8,789,959</u>
 NET POSITION	
Net investment in capital assets	(6,037,649)
Restricted for debt service	462,272
Unrestricted	<u>587,165</u>
Total net position	<u><u>\$ (4,988,212)</u></u>

See notes to the financial statements

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense)</u>
		<u>Charges</u>	<u>Operating</u>	<u>Revenue and</u>
		<u>for</u>	<u>Grants and</u>	<u>Changes in</u>
		<u>Services</u>	<u>Contributions</u>	<u>Net Position</u>
				<u>Governmental</u>
				<u>Activities</u>
Primary government:				
Governmental activities:				
General government	\$ 92,221	\$ 92,221	\$ -	\$ -
Maintenance and operations	353,988	317,342	-	(36,646)
Parks and recreation	269,667	269,667	-	-
Interest on long-term debt	318,710	728,653	44	409,987
Total governmental activities	<u>1,034,586</u>	<u>1,407,883</u>	<u>44</u>	<u>373,341</u>
General revenues:				
Unrestricted investment earnings				92
Miscellaneous revenue				<u>15,051</u>
Total general revenues				<u>15,143</u>
Change in net position				388,484
Net position - beginning				<u>(5,376,696)</u>
Net position - ending				<u><u>\$ (4,988,212)</u></u>

See notes to the financial statements

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021**

	Major Funds		Total Governmental Activities
	General	Debt Service	
ASSETS			
Cash and equivalents	\$ 612,173	\$ -	\$ 612,173
Investments	-	589,723	589,723
Deposits and prepaids	16,300	-	16,300
Total assets	<u>\$ 628,473</u>	<u>\$ 589,723</u>	<u>\$ 1,218,196</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable and accrued expenses	\$ 41,308	\$ -	\$ 41,308
Total liabilities	<u>41,308</u>	<u>-</u>	<u>41,308</u>
Fund balances:			
Nonspendable:			
Deposits and prepaids	16,300	-	16,300
Restricted for:			
Debt service	-	589,723	589,723
Assigned to:			
Future repair and replacement	379,490	-	379,490
Unassigned	191,375	-	191,375
Total fund balances	<u>587,165</u>	<u>589,723</u>	<u>1,176,888</u>
Total liabilities and fund balances	<u>\$ 628,473</u>	<u>\$ 589,723</u>	<u>\$ 1,218,196</u>

See notes to the financial statements

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET-
GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2021**

Fund balance - governmental funds		\$ 1,176,888
-----------------------------------	--	--------------

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources; therefore, they are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	4,429,546	
Accumulated depreciation	<u>(1,845,995)</u>	2,583,551

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(127,451)	
Bonds payable	<u>(8,621,200)</u>	<u>(8,748,651)</u>
Net position of governmental activities		<u>\$ (4,988,212)</u>

See notes to the financial statements

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Major Funds		Total Governmental Funds
	General	Debt Service	
REVENUES			
Assessments	\$ 679,230	\$ 728,653	\$ 1,407,883
Interest	92	44	136
Miscellaneous income	15,051	-	15,051
Total revenues	<u>694,373</u>	<u>728,697</u>	<u>1,423,070</u>
EXPENDITURES			
Current:			
General government	92,221	-	92,221
Maintenance and operations	250,385	-	250,385
Parks and recreation	218,934	-	218,934
Debt Service:			
Principal	-	415,000	415,000
Interest	-	316,583	316,583
Capital outlay	58,294	-	58,294
Total expenditures	<u>619,834</u>	<u>731,583</u>	<u>1,351,417</u>
Excess (deficiency) of revenues over (under) expenditures	74,539	(2,886)	71,653
Fund balances - beginning	<u>512,626</u>	<u>592,609</u>	<u>1,105,235</u>
Fund balances - ending	<u>\$ 587,165</u>	<u>\$ 589,723</u>	<u>\$ 1,176,888</u>

See notes to the financial statements

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

Net change in fund balances - total governmental funds	\$ 71,653
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, in the statement of activities, the cost of those assets is eliminated and capitalized as capital assets.	58,294
Governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. Amortization of Series 2016 original issue discount	(6,586)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	4,459
Depreciation on capital assets is not recognized in the governmental fund statement but is reported as an expense in the statement of activities.	(154,336)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	415,000
Change in net position of governmental activities	<u>\$ 388,484</u>

See notes to the financial statements

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
NOTES TO THE FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Two Creeks Community Development District ("District") was established June 13, 2006 by the Board of County Commissioners of Clay County, Clay County Ordinance 2006-27, under the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("the Board"), which is composed of five members. All Supervisors are elected on an at large basis by qualified electors that reside within the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for, among other things:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments, including debt service assessments and operations and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefitted by the District's activities. Operation and maintenance assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are imposed upon all benefitted lands within the District. Debt service assessments are imposed upon certain lots and lands described in each resolution imposing the special assessment for each of the series of Bonds issued by the District.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17), Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured. Any unspent proceeds are required to be held in investments allowed in as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Inventories and Prepaid Items

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Recreational amenities	50
Pool Renovation	20
Stormwater management	25
Furniture and equipment	5-15
Fountains	7

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year, the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board, subject to the terms of the District's annual appropriation resolution.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2021:

	Amortized Cost	Credit Risk	Weighted Average Maturities
First American Government Obligations Fund CL Y	\$ 589,723	S&P AAAM	14 days
Total Investments	<u>\$ 589,723</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

The Bond Indenture limits the type of investments held using unspent proceeds.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
<u>Governmental activities</u>				
Capital assets, being depreciated				
Recreational amenities	\$ 1,607,400	\$ -	\$ -	\$ 1,607,400
Stormwater management	2,590,086	-	-	2,590,086
Furniture and equipment	56,766	-	-	56,766
Pool Renovation/Kiddie Pool	117,000	-	-	117,000
Fountains	-	23,223	-	23,223
Playground Equipment	-	35,071	-	35,071
Total capital assets, being depreciated	4,371,252	58,294	-	4,429,546
Less accumulated depreciation for:				
Recreational amenities	291,384	32,148	-	323,532
Stormwater management	1,346,839	103,603	-	1,450,442
Furniture and equipment	43,198	11,013	-	54,211
Pool Renovation/Kiddie Pool	10,238	5,850	-	16,088
Fountains	-	553	-	553
Playground Equipment	-	1,169	-	1,169
Total accumulated depreciation	1,691,659	154,336	-	1,845,995
Total capital assets, being depreciated, net	2,679,593	(96,042)	-	2,583,551
Governmental activities capital assets, net	\$ 2,679,593	\$ (96,042)	\$ -	\$ 2,583,551

Depreciation expense was charged to the following programs/functions:

Parks and recreation	\$ 50,733
Maintenance and operations	103,603
Total	<u>\$ 154,336</u>

NOTE 6 – LONG TERM LIABILITIES

Series 2016

In August 2016, the District issued \$9,240,000 of Senior Capital Improvement Revenue Refunding Bonds, Series 2016A-1 and \$1,960,000 of Subordinate Capital Improvement Revenue Refunding Bonds, Series 2016A-2. Series 2016A-1 is due May 1, 2037 with interest rates of 2% - 3.625%, and Series 2016A-2 is due May 1, 2037 with an interest rate of 4.2% - 4.75%. The Bonds were issued for the purpose of refunding the District's outstanding Series 2006 Capital Improvement Revenue Bonds (the "Refunded Bonds"). Interest is paid semiannually on each May 1 and November 1, commencing November 1, 2016. Principal is paid serially commencing May 1, 2017 through May 1, 2037.

The Series 2016 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occur as outlined in the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the Indenture. The Bond Indenture also has certain restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with the requirements of the Bond Indenture at September 30, 2021.

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2021 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2016 A-1	\$ 7,445,000	\$ -	\$ 345,000	\$ 7,100,000	\$ 350,000
Series 2016 A-1 OID	(97,496)	-	(6,093)	(91,403)	-
Series 2016 A-2	1,690,000	-	70,000	1,620,000	70,000
Series 2016 A-2 OID	(7,890)	-	(493)	(7,397)	-
Total	<u>\$ 9,029,614</u>	<u>\$ -</u>	<u>\$ 408,414</u>	<u>\$ 8,621,200</u>	<u>\$ 420,000</u>

At September 30, 2021, the scheduled debt service requirements on the long-term debt were as follows:

Year ending, September 30:	Governmental Activities		
	Principal	Interest	Total
2022	\$ 420,000	\$ 305,880	\$ 725,880
2023	435,000	295,503	730,503
2024	445,000	284,253	729,253
2025	455,000	271,768	726,768
2026	475,000	258,564	733,564
2027-2031	2,620,000	1,037,156	3,657,156
2032-2036	3,160,000	509,819	3,669,819
2037	710,000	27,313	737,313
Total	<u>\$ 8,720,000</u>	<u>\$ 2,990,256</u>	<u>\$ 11,710,256</u>

NOTE 7 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 8 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There was one settled claim for \$7,860 in the past three years.

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2021**

	Budgeted Amounts <u>Original & Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
REVENUES			
Assessments	\$ 677,911	\$ 679,230	\$ 1,319
Interest and other revenues	-	15,143	15,143
Total revenues	<u>677,911</u>	<u>694,373</u>	<u>16,462</u>
EXPENDITURES			
Current:			
General government	98,942	92,221	6,721
Maintenance and operations	251,366	250,385	981
Parks and recreation	169,919	218,934	(49,015)
Capital outlay	<u>157,684</u>	<u>58,294</u>	<u>99,390</u>
Total expenditures	<u>677,911</u>	<u>619,834</u>	<u>58,077</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	74,539	<u>\$ 74,539</u>
Fund balance - beginning		<u>512,626</u>	
Fund balance - ending		<u>\$ 587,165</u>	

See notes to required supplementary information

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
CLAY COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the General Fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

**TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2021	0
Number of independent contractors compensated in September 2021	2
Employee compensation for FYE 9/30/2021 (paid/accrued)	Not applicable
Independent contractor compensation for FYE 9/30/2021	\$16,894
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See page 21
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2021	Not applicable
Ad valorem taxes collected FYE 9/30/2021	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2021	Operations and maintenance; Single Family - \$1,155.74 Debt service; Single Family - \$1,319.11
Special assessments collected FYE 9/30/2021	\$1,407,883
Outstanding Bonds:	
Series 2016, due May 1, 2037	see Note 6 on page 19 for details

Independent contractors is defined as individuals and entities that receive a 1099.



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Two Creeks Community Development District
Clay County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Two Creeks Community Development District, Clay County, Florida ("District") as of and for the fiscal year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated February 24, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations and contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

February 24, 2022



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CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Two Creeks Community Development District
Clay County, Florida

We have examined Two Creeks Community Development District, Clay County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2021. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Two Creeks Community Development District, Clay County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

February 24, 2022



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Two Creeks Community Development District
Clay County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Two Creeks Community Development District, Clay County, Florida (the "District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated February 24, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 24, 2022, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters described in Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Two Creeks Community Development District, Clay County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Two Creeks Community Development District, Clay County, Florida, and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements and the courtesies extended to us.

February 24, 2022

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2020.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2021.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2021.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2021. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.



VIP

Cintas Fire Protection
Ben Traback
7251 Salisbury Rd Suite 1
Jacksonville, FL 32256
Cell: 352-362-8873

Fire Protection Services Agreement

Fire Extinguishers | Emergency Lighting | Restaurant | Industrial Systems | Fire Alarms | Fire Sprinklers

Customer Name: Two Creeks

(Customer) Effective Date: 4/19/22

Service Address: 1365 Tynes Blvd

City: Middleburg

State: FL

Zip: 32068

Phone: 904-612-6668

Fax: N/A

Contact Name: Timothy Harden

Contact Title:

E-mail: tharden@vestapropertyservices.com

Billing Name:

Billing Address:

City:

State: FL

Zip:

Billing Phone:

Billing Fax: N/A

AP Contact Name:

AP Contact Phone:

AP Contact Email:

Payment Terms: Net 10

Purchase Order: N/A

Payment Portal: ☒ No ☐ Yes N/A

	Service Charge		Per Visit	\$85.00
Per	Annual Fire Extinguisher Inspection	Apr	Annual	\$12/each
Per	Annual Exit and Emergency Light Inspection	Apr	Annual	\$12/each
	Tamper Seal	Apr	Annual	\$1.50
	Even Exchange for 5lb ABC Portable Fire Extinguisher		If Needed	\$45/each
	Even Exchange for 10lb ABC Portable Fire Extinguisher		If Needed	\$55/each
	4.8V 800 MAH NIC or 6V 4AH Battery		If Needed	\$30.00/each
	Kitchen System Inspection	Apr/Oct	Semi-Annual	\$154.58
	Fusible Links	Apr/Oct	Semi-Annual	\$21/each
	Piping Test	Apr	Annual	\$50.00
	Even Exchange for Class K Fire Extinguisher		If Needed	\$140.00
	Backflow Inspection - Annual - NFPA 25	Apr	Annual	\$65/each

Please note that any repair work or deficiencies will be determined by the Licensed Service Technician at the time of inspection. Common deficiencies may include Fusible Links, Tamper Seals, Blow off Caps, CO2 Cartridge's, 6 Year Maintenance, Hydrotesting, etc. and could result in additional charges

Taxes, Permits, Parts, and Repairs are in addition to the prices quoted above

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS PRESENTED ON THE FOLLOWING PAGES 2-6 OF THIS DOCUMENT. BY ENTERING INTO THIS AGREEMENT, INCLUDING ALLOWING CINTAS TO PROCEED WITH PROVIDING ANY GOODS OR SERVICES TO YOU, YOU ACKNOWLEDGE AND ACCEPT ALL OF THE FOLLOWING TERMS AND CONDITIONS.

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TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the provision of any goods or services related to fire protection and/or alarm systems of any type previously or hereinafter provided ("Fire Protection Services"), except for monitoring services provided pursuant to a separate monitoring agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates. The effective date of this Agreement is the earlier of the date that this Agreement is signed by Customer or that Cintas provides Fire Protection Services to Customer ("Effective Date").
2. **Subcontracting and Agency for Third-Party Contracting.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer further understands and acknowledges that to the extent Customer's Systems utilize proprietary or specialized elements or technologies, it may be necessary to contract with certain third parties who possess the necessary proprietary or specialized certifications, technologies, or equipment required to perform or complete the installation, repair, testing, inspection, or maintenance of these Systems requested by Customer ("Specialized Work"). Such third parties may include (but are not limited to) Johnson Controls or Siemens. Customer understands that the terms of such third-party agreements may include terms different from those included in this Agreement with Cintas, including (but not limited to) terms relating to defense, indemnification, limitation of liability, disclaimer of warranties, and insurance. Customer acknowledges and agrees that Cintas will not subcontract such Specialized Work but instead enter into such third-party agreements on the Customer's behalf. Customer irrevocably appoints Cintas as its agent for the limited purpose of entering into agreements on Customer's behalf (and not on behalf of Cintas) with such third parties for the performance of this Specialized Work on Customer's Systems and understands that Customer will thereby be bound by all terms contained in such third-party agreement. Customer irrevocably appoints Cintas as its agent to communicate with such third parties concerning all matters related to this Agreement. Customer further acknowledges and agrees that Cintas shall be a third-party beneficiary of such third-party agreement and that Cintas will enjoy the same benefit of the terms of such third-party agreement as the third party; provided, however, that if this Agreement between Customer and Company provides Company greater protection, Customer agrees that Company will be entitled to the greater protection provided by this Agreement. Finally, Customer understands and agrees that this limited agency does not render Cintas a fiduciary with respect to Customer, that Cintas offers no (and hereby expressly disclaims any) warranties or representations of any type with respect to such Specialized Work, and that Cintas is not otherwise responsible for the quality or performance of any such Specialized Work.
3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premises fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. **Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.
5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.
6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to, (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to

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be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.

7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer authorized labor and parts necessary to perform such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond and/or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular time frame for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.
10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.
11. **Credit Checks, Payment Terms, Late Charges, Credit, and Progress Billing.** Customer authorizes Cintas to obtain credit information to determine payment terms for this agreement. Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.
13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.
14. **Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection.
15. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**
16. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s)

to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF CINTAS'S LIABILITY: LIQUIDATED DAMAGES. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES. If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability; such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

19. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Agreement does not breach and will not breach or infringe upon any contract with or obligation to any other person or party. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.

20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.

21. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. Notice of Claim. Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to

evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.

24. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.
25. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
31. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
32. **Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures.
33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement.
34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
35. **Electronic Signatures; Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

Quoted for Cintas Fire Protection By:	Accepted for Customer / Purchaser By:
Ben Traback/Fire Sales Specialist	Customer Name / itle
Signature:	
trabackb@cintas.com 706-614-3205	
Cintas GM Approval:	
This Agreement not for use for Monitoring Services.	



May 12, 2022

Mr. Tim Harden
Operations Manager
VESTA Property Services
Via email: tharden@vestapropertyservices.com

Subject: Professional Scope and Fee Proposal for Consulting on the Two Creeks Wading Pool, Clay County, Florida

Dear Mr. Harden:

WET Engineering Inc. (WET) is pleased to submit a professional scope and fee proposal for the above-referenced project. The fee is based on the information you provided, my discussion with the Florida Department of Health and our experience with similar projects. The project scope is described below:

TASK 1: Prepare calculations and specification for replacement of existing wading pool recirculation pump. Prepare letter, pump curves and any associated materials for submittal to the Florida Department of Health for their records. Respond to DOH requests for additional information. FDOH has indicated that no modification permit will be required.

Lump Sum Fee, Task 1: \$1,000.00

PROJECT ASSUMPTIONS

1. Reimbursable items (reprographics, postage, etc.) are not included in the lump sum fee.
2. Permitting application fees, if any, are not included.
3. Pump specification will be in the form of a letter with attachments as necessary.

The following services are not included in the basic fee: (i) project representation and construction observation on a full time basis or on a basis other than described above including submittal of materials to and appearance before the Florida Department Of Health Advisory Review Board if a variance from state codes is required, (ii) activities beyond those described above including surveying, geotechnical reports or investigation, structural or electrical engineering, offsite drainage or utilities design or permitting, (iii) changes to the project design at the discretion of the owner if the direction for such change



requires revision to prior approved design, (iv) threshold or special inspections, and pre-engineered product design.

All reimbursable expenses will be billed at cost. This includes courier, blueprinting, copying, travel, etc. Permitting fees are not the responsibility of WET Engineering. Additional services will be billed at the standard WET Engineering Inc. hourly rate of \$200/MH for Professional Engineer, \$75/MH for CADD Designer, \$50/MH for Clerical. Structural Engineer: \$200/MH, Electrical Engineer: \$200/MH.

Invoicing will be monthly or as otherwise agreed upon. Payment not received within 30 calendar days of date of invoice will be considered past due and WET Engineering Inc. may stop work until the account is brought current. In addition, if Client fails to make any payment due Engineer for services and expenses within 30 calendar days after date of Engineer's invoice, the amount due will accrue interest at the rate of 1.5% per month from said 30th day, until payment is received. This proposal is valid for 60 days from the date shown unless accepted in writing. In any litigation arising out of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those fees and costs arising out of any appellate proceedings. The attached terms and conditions are hereby made a part of this agreement.

If the terms of this proposal are satisfactory, please sign below and return one original to WET Engineering Inc. A signed agreement may serve as authorization to proceed.

Sincerely,
WET Engineering Inc.

A handwritten signature in black ink, appearing to read "William T. Smoot", is written over a light blue horizontal line.

William T. Smoot, P.E.
Principal
WTS/bs/77 Two Creeks

Accepted By:

<hr/>	
Signature	Date
<hr/>	
Printed Name	Printed Title

ORANGE PARK TREE SURGEONS

3349 Wilderness Circle
Middleburg, Florida 32068
(904) 282-7616

General Liab. Ins.
Workers Comp.

☐ INVOICE
☐ PROPOSAL



CUSTOMER'S ORDER NO.		PHONE	MECHANIC	HELPER	DATE OF ORDER 5-19-21	STARTING DATE / /
BILL TO Two Creeks LDP					ORDER TAKEN BY	
ADDRESS 1365 Tyne's Blvd.					<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
CITY Mooresburg						
JOB NAME AND LOCATION						
					JOB PHONE	

DESCRIPTION OF WORK

remove palm at pool - \$500
giant stump - \$300
\$800

Kim King

		TOTAL MATERIALS	
		TOTAL LABOR	\$500
		TAX	-
DATE COMPLETED / /		WORK ORDERED BY	TOTAL AMOUNT \$800

I hereby acknowledge the above described work to be done as agreed

Signature _____

☐ No one home ☐ Total amount for above work or ☐ Total billing to be mailed when job finished

Crown Pools Inc

3002 Phillips Highway
Jacksonville, FL
904-858-4300
904-858-4330

Quote

5/19/2022
Quote # 12418
Entered by - KEITH
Valid through - 6/19/2022

Bill To:
TWO CREEKS, CDD
1365 TYNES BLVD
MIDDLEBURG, FL 32068
TIM HARDEN
904-612-6668

Ship To:
TWO CREEKS, CDD
1365 TYNES BLVD
MIDDLEBURG, FL 32068
tharden@vestapropertyservices.com

Item	Description	QTY	Proposed Price
SERVICE LABOR	LABOR / REMOVAL OF OLD AND INSTALLATION OF NEW VSF PUMP COMPLETE	1	\$575.00
SERVICE PARTS	3HP 230V INTELLIPROXF VSF VARIABLE SPEED & FLOW PUMP (STA101665)	1	\$3,228.21
SERVICE PARTS	MISC PLUMBING PARTS FOR NEW INSTALL	1	\$94.55
Group Subtotal			\$3,897.76
Subtotal			\$3,897.76
Tax			\$0.00
Total			\$3,897.76

Notes

Quote Accepted By: _____

Date: _____

Print/Sign



community
advisors, LLC

Reserve Study Professionals





April 8, 2022

Ms. Carol Brown
Regional District Manager
Rizzetta & Company
2806 North Fifth Street, Unit 403
St. Augustine, Florida 32084

Re: Level I Reserve Study for Two Creeks CDD

Dear Ms. Brown:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for this District. We have worked with many Districts providing accurate funding plans for future component replacement. Principle Charles Sheppard served as a District Supervisor therefore has valuable experience with both finances and operating procedures that are specific to Community Development Districts.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI*
President & Reserve Analyst

APRA



Scope of Work for District

Areas included are Streets, Pool/Splash Pad, Clubhouse, Sport Courts, Playground, Stormwater System, with components evaluated that include:

- Roof/exterior walls
- Windows/doors
- Interior finishes
- Mechanical, Electrical, Plumbing
- Fencing/Mailboxes
- Pavement/Walks/Curbs
- Site lighting
- Court surface/fencing/lights
- Play equipment/misc. items
- Landscaping/irrigation systems
- Pool/deck/equipment
- Other components identified at site visit.

Terms of Service

Physical Analysis

- ❖ The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed stair access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- ❖ Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

Financial Analysis

- ❖ A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

Your Reserve Study Includes

- ❖ Executive summary with current funding status, fund balances and assumptions.
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- ❖ Inventory of major components with replacement cost, useful and remaining life projections.
- ❖ Various charts and photographs of major components.
- ❖ Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

Payment Agreement & Terms

- ❖ To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.

This agreement for consulting services is accepted this date:

Professional Fee: \$3,200.00 Deposit Required: -0-

Delivery of Draft Report is typically 4-6 weeks after completion of site visit

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

Partial Client List

Community Development Districts

Tolomato, (Nocatee)
Amelia Concourse
Tisons Landing
Amelia Walk
South Village
Sampson Creek
Middle Village
Ridgewood Trails
Glen St. Johns
Bartram Springs
Rivers Edge
Aberdeen
Durbin Crossing
St. Johns Forrest
Dunes Utility
Double Branch
Pine Ridge
Brandy Creek
Turnbull Creek
Arlington Ridge
Magnolia West
Trails
Southaven
Madeira

Communities

Queens Harbour - Jacksonville, FL
The Georgia Club - Statham, GA
Corolla Light POA - Corolla, NC
The Landings - Skidaway Island, GA
Beresford Hall Assembly - North Charleston, SC
Cumberland Harbour - St. Mary's, GA
Villas of Nocatee - Jacksonville, FL
Vizcaya HOA - Jacksonville, FL
Cimarrone POA - St. Johns, FL
Deercreek Country Club Owners Association - Jacksonville, FL
Deerwood Country Club - Jacksonville, FL
Coastal Oaks - Ponte Vedra, FL
Preserve at Summer Beach - Fernandina Beach, FL
Amelia Park Neighborhood - Fernandina Beach, FL
Amelia Oaks - Fernandina Beach, FL
Coastal Oaks Amelia - Fernandina Beach, FL
Oyster Bay POA - Fernandina, FL
Oyster Bay Yacht Club - Fernandina, FL
Ocean Breeze HOA - Fernandina Beach, FL
The Enclave at Summer Beach - Fernandina Beach, FL
RiverPlace at Summer Beach - Fernandina Beach, FL
Amelia National - Fernandina, FL

Condominiums

Carlton Dunes - Amelia Island, FL
Spyglass Villas - Amelia Island, FL
Ocean Club Villas - Amelia Island, FL
Sand Dollar Condominium - Amelia Island, FL
Captain's Court - Amelia Island, FL
Dunes Club Villas - Amelia Island, FL
Villas at Summer Beach - Amelia Island, FL
Beachwood Villas - Amelia Island, FL
Coastal Cottages - Amelia Island, FL
Harrison Cove - Amelia Island, FL
Marina San Pablo - Jacksonville, FL
Latterra at World Golf - St. Augustine, FL
Cumberland On Church - Nashville, TN
Surf Club III - Palm Coast, FL
The Peninsula - Jacksonville, FL
The Plaza at Berkman Plaza - Jacksonville, FL
1661 Riverside - Jacksonville, FL
Seascape - Jacksonville Beach, FL
Southshore Condominium - Jacksonville Beach, FL
Ocean Villas at Serenata Beach - St. Augustine, FL
Watermark - Jacksonville Beach, FL
Oceanic Condominium - Jacksonville Beach, FL
Ocean 14 Condominium - Jacksonville Beach, FL
Serena Point Condominium - Jacksonville Beach, FL
Oceania Condominium - Jacksonville Beach, FL

Active Adult Communities

Del Webb Ponte Vedra - Ponte Vedra, FL
Stone Creek by Del Webb - Ocala, FL
Villages of Seloy - St. Augustine, FL
Cascades at World Golf Village - St. Augustine, FL
The Haven at New Riverside – Bluffton, SC
Artisan Lakes – Jacksonville, FL

Religious/Schools

St. Mark's Episcopal Church - Brunswick, GA
Memorial Presbyterian - St. Augustine, FL
Grace Mem. Presbyterian - St. Augustine, FL
Trinity Episcopal Church - St. Augustine, FL
St. Mark's Towers - Brunswick, GA
Isle of Faith Methodist - Jacksonville, FL
Deermeadows Baptist - Jacksonville, FL
Frederica Academy - St. Simons Island, GA
Fishburne Military School - Waynesboro, VA
The Greenwood School - Jacksonville, FL

Reserve Analyst & Inspector's Credentials

Charles R. Sheppard RS PRA CCI

Charlie Sheppard is the owner and President of Community Advisors which provides capital reserve analysis, consulting services, commercial inspections and project management for community associations, private clubs, churches, schools and other entities.

He has over 30 years of experience in real estate development, property operation, commercial property inspections and construction management. He has participated on the development team for large planned unit developments and mid-rise office building parks. He has also worked for many years as commercial construction manager for a wide range of structures including medical facilities, office buildings, churches, restaurants, clubhouses, infrastructure installation and remodeling and repositioning of properties to match market conditions.

Areas of expertise include mechanical and electrical systems, energy management systems, life safety systems, plumbing systems, building envelope and roof components. Horizontal improvement experience include marine structures, street and site concrete construction, utilities, site work and landscaping improvements.

Inspection projects include: High rise office and residential buildings, restaurants, industrial properties, churches, private schools, private clubs, marinas, medical facilities, warehouse and industrial properties, water treatment facilities and residential properties.

Charlie is a regular speaker at CAI events, teaches continuing education classes and enjoys attending Board of Director meetings to share the benefits of Reserve Planning. He has also published articles on Capital Reserve Analysis and Construction Management.

Education - Virginia Polytechnic Institute & State University - BS

License - Certified General Contractor, Certified Home Inspector - Florida

Professional Designations & Memberships

Certified Construction Inspector, (CCI) Association of Construction Inspectors

Professional Reserve Analyst, (PRA) Association of Professional Reserve Analyst APRA

Reserve Specialist, (RS) Community Associations Institute CAI





March 10, 2022

Two Creeks CDD
c/o Rizzetta and Company
2806 N. 5th St., Unit 403
St. Augustine, FL 32084

RE: Reserve Study Update with Site Inspection
Two Creeks CDD
1365 Tynes Blvd
Middleburg, FL 32068

Dear Board of Directors:

We are very appreciative for the opportunity to perform a reserve study update with site inspection and recommendations for Two Creeks CDD. We are a team of knowledgeable reserve analysts with extensive experience and take pride in performing reserve studies. The reserve study will project costs and funding for a 30 year time frame for all common areas and improvements.

Two Creeks Subdivision has 624 platted lots planned for single family residential development. The community was platted in June 2007. The first homes in the community were built shortly thereafter and the main recreation area was built in 2008. The CDD commenced operations in June 2006. Within the district, there is a recreation comprised of a clubhouse, pool area, 2 tennis courts, a basketball court, playgrounds, and a volleyball court. The community also maintains the ponds, stormwater drainage, and the entry areas. The subdivision encompasses a total site size of 624.70 acres in Middleburg, Clay County, Florida. The following reserve items will be included in the report:

- **Clubhouse and Related Equipment**
- **Playgrounds**
- **Pool Area and Equipment**
- **Tennis Courts**
- **Basketball Court**
- **Stormwater Drainage**
- **Retention Ponds**
- **Fountains**
- **Street Lights**
- **Entry Areas and Monuments**
- **Landscaping**
- **Irrigation**
- **Landscape Lighting**
- **Any Other Items Specified by You**

The physical analysis portion of the reserve study will include a reserve item component list, remaining life, useful life, current cost, future cost of all reserve items as well as any site recommendations. The financial analysis portion of the study will include allowances for your interest income, taxes and projected changes in building costs. The pooled method and component method (if applicable) will be used and presented to derive the funding schedules.



Scope of Service

Our scope of service for a reserve study update with site inspection that includes all expenses consists of:

- Site inspection of common areas and improvements with both a Certified General Contractor and a CAI-designated Reserve Specialist (Both are degreed engineers).
- Our user-friendly reserve study report that includes narrative, photographs, pooled method cash flow plan, component method plan (if applicable), reserve item component cost, remaining life, and useful life inventory. The report projects costs and funding for 30 years using localized costs.
- Percent Funded Analysis. This compares what you have in reserve funds to what the ideal amount should be, something many reserve studies do not include.
- One site meeting with management or the board on the day of inspection, if requested.
- Electronic copies of the report. Electronic copies can also be requested any time in the future by email. A hard copy is available free of charge upon request.
- Revisions or amendments of reports for up to 90 days from the first submission of the report. We welcome all feedback. (It is not uncommon for there to be one or two refinements of the report to meet your specific requirements).
- Accessibility. Call, write, or email us any time and you will receive prompt follow-up. We aim to exceed expectations and consider customer service our top priority.
- 30 year cash flow plan in the report.
- Review of plats and site aerials.



Qualifications

Paul Gallizzi and Steven Swartz are professionals in the business of preparing reserve studies and insurance appraisals for community associations. We both inspect all properties and have provided detailed analysis of over 300,000 single family, apartment, villa, townhome, and condominium units. Our high repeat customer rate indicates high customer satisfaction. We have prepared reserve studies and insurance appraisals for all types of community associations including high rise condominiums, mid-rise condominiums, garden-style condominiums, office condominiums, medical condominiums, townhouse developments, single family residential homeowners associations, community development districts, and special use facilities.

We both hold engineering degrees from fully accredited universities. Paul is a State Certified General Real Estate Appraiser License Number RZ 110 and a State Certified General Contractor License Number CGC 019465 with over 30 years of experience in each. Steven is one of approximately only 200 people nationwide that have earned the designation of Reserve Specialist (RS) from the Community Associations Institute and is a State Certified General Real Estate Appraiser License Number RZ 3479. He has also been a speaker at CAI functions discussing reserves and budgeting. To learn more, please visit us on the web at www.reservestudyfl.com and visit our articles section for more than 50 articles about reserves, funding, and budgeting.

A partial list of our clients include:

- Greenacre Properties
- Standard Pacific Homes
- Leland Management
- M/I Homes
- Associa Gulf Coast
- Sentry Management
- Starwood Land Ventures
- Management & Associates
- Resource Property Management
- Condominium Associates
- Insurance Office of America
- Argus Property Management
- Creative Management
- Many Other Individually Managed Associations
- The Mahaffey Apartment Company
- Rizzetta & Company
- First Service Residential
- Brown & Brown Insurance
- Taylor Morrison Homes
- Vanguard Management Group
- Lennar Homes
- McNeil Management Services
- Development Planning and Financing Group
- Qualified Property Management
- Avid Property Management
- Southshore Property Management
- Terra Management Services



Experience

Here is a short list of communities we have conducted reserve studies for, showing experience with various construction types, building systems, and community amenities:

Fishhawk CDD I, CDD II, CDD III, & CDD IV, Lithia, Florida

Fishhawk Ranch is a large planned community consisting of approximately 3000 acres in Lithia, Florida. It is comprised of numerous single family home subdivisions as well as a few townhome subdivisions. There are many community amenities including swimming pools, clubhouses, tennis courts, playgrounds, fitness centers, a banquet center, running trails, parks, and various others. The District also maintains the ponds, stormwater drainage, and the entry areas. There are a total of 6,286 members.

Heritage Harbour South CDD, Bradenton, Florida

Heritage Harbour South CDD is comprised of single family residential and multifamily residences. The community started construction in 2002 and construction finished in 2006. Overall, there are 1,523 units. The CDD maintains the baseball field and recreation area. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 980.79 acres in Bradenton, Florida.

Venetian CDD, Venice, FL

Venetian CDD commenced operations in September 2002. The Venetian Golf and River Club has 1,377 lots planned primarily for single family residential development as well as a small amount of multi-family development. The River Club recreation area was built in 2004 and includes a clubhouse, kitchen and banquet facilities, fitness center, pool area, tennis courts, as well as other amenities. The District also maintains the streets, ponds, stormwater drainage, and the entry areas. The CDD encompasses a total site size of 964 acres.

Riverwood CDD, Port Charlotte, FL

Riverwood CDD started development in the mid 1990s and most of the construction was complete over the next decade. The District maintains an amenity campus with a clubhouse/athletic center, pool area, tennis, and shuffleboard courts. The district also owns an off-site Beach Club on Manasota Key in Englewood. The Beach Club was built in 2003 and acquired in 2014. Additionally, the District also maintains the streets, potable water system, reclaimed water system, sewer system (and plant), and stormwater drainage.

Lakewood Ranch CDD 1, CDD 2, CDD 4, CDD 5, CDD 6, Bradenton, Florida

The Districts have primarily residential homes as well as some commercial units and contain 6,726 equivalent dwelling units (EDU's). Primary construction in the CDD's started in 1994 and continued through 2008. The Districts maintain items such as tennis courts, basketball courts, tot lot, parks, baseball/soccer fields, outdoor hockey rink, streets, sidewalks, and stormwater drainage. Overall, the CDD's encompass a total site size of 5,183 acres in Bradenton, Florida.



Services

The fee schedule for the current assignment is as follows, please sign below to confirm your acceptance:

Reserve Study Update with Site Inspection (Level-2)

\$3,700

We will provide you with electronic copies of the report. Payment will be due at the first submission of the report. The report will be completed within ten weeks of our firm receiving this engagement letter signed and faxed or emailed to our office.

Thank you again for the opportunity to present our proposal to you.

Sincerely,

Paul Gallizzi
Florida General Contractor #CGC-019465
State-Certified General Appraiser RZ110

Steven Swartz, RS
Reserve Specialist Designation No. 214
State-Certified General Appraiser RZ3479

Accepted by Signature:

Date

Accepted by Printed Name:

Looking for a good reason to choose SŌLitude? How about three?



Superior Training = Expert Care

Our field staff is highly experienced, with many having a degree (or two, or three!) in Aquatic Biology, Ecology, Fisheries Biology, Environmental Science, or another related field of study. They also receive the most rigorous certification training and continuing education program in the industry to ensure that your pond receives the best, most up-to-date care available anywhere. [For details, visit \[solitudelakemanagement.com/team\]\(http://solitudelakemanagement.com/team\).](http://solitudelakemanagement.com/team)



Superior Technology = Innovative Treatment Methods

Our staff is equipped with the latest tools, products and equipment. We have developed countless proprietary treatments and continually participate in research trials to improve the environment as well as the solutions we provide our clients. [To find out more, visit \[solitudelakemanagement.com/services\]\(http://solitudelakemanagement.com/services\).](http://solitudelakemanagement.com/services)



Superior Service = Unparalleled Customer Experience

Prompt, personal response to every service call. Problem-free onsite remediation, maintenance and repairs, with little wait time and no need for return services. We provide you with the services and strategies necessary to maintain your aquatic system at its best.

You want the best for your property.
[You will get the best with SŌLitude.](#)
Call 888.480.5253 today.

SŌLITUDE
LAKE MANAGEMENT

SERVICES CONTRACT

CUSTOMER NAME: Two Creeks CDD

SUBMITTED TO: Carol Brown

CONTRACT EFFECTIVE DATE: June 1, 2022, through May 31, 2023

SUBMITTED BY: Camila Morao

SERVICES: Annual Lake Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$17,844.00**. SOLitude shall invoice Customer **\$1,487.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Two Creeks CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

***2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453***

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SCHEDULE A - SERVICES

Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a **two (2) times per month** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the

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physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a **two (2) times per month** basis.
2. **Sites 23 & 25** will not be maintained for aquatic vegetation as wet/dry detention sites.
3. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
4. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. **Sites 23 & 25** will not be maintained for algae as wet/dry detention sites.
3. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

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Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Stocking for Improved Weed Control:

1. Quotes for the stocking of Triploid (Sterile) Grass Carp will be provided as appropriate to help prevent and control outbreaks of certain aquatic vegetation species. Stocking of triploid grass carp should be considered as part of an integrated Pest Management Program. *Grass Carps in these programs will often times reduce the amount of pesticides required to properly maintain ponds, helping achieve our long-term goals of quality management through the restoration of ecological balance. Grass Carp are regulated by each state. Repairing or replacing of old grass carp barriers will be completed at customer request based on parts and labor, which may be required to amend the existing FWC permit.*

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.

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- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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SERVICES CONTRACT

CUSTOMER NAME: Two Creeks CDD

SUBMITTED TO: Carol Brown

CONTRACT EFFECTIVE DATE: November 1, 2022, through October 31, 2023

SUBMITTED BY: Camila Morao

SERVICES: Annual Lake Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$18,180.00**. SOLitude shall invoice Customer **\$1,515.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

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date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Two Creeks CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Please Mail All Contracts to:

***2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453***

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SCHEDULE A - SERVICES

Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a **two (2) times per month** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the

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physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Lake(s) will be inspected on a **two (2) times per month** basis.
2. **Sites 23 & 25** will not be maintained for aquatic vegetation as wet/dry detention sites.
3. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
4. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. **Sites 23 & 25** will not be maintained for algae as wet/dry detention sites.
3. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

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Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Stocking for Improved Weed Control:

1. Quotes for the stocking of Triploid (Sterile) Grass Carp will be provided as appropriate to help prevent and control outbreaks of certain aquatic vegetation species. Stocking of triploid grass carp should be considered as part of an integrated Pest Management Program. *Grass Carps in these programs will often times reduce the amount of pesticides required to properly maintain ponds, helping achieve our long-term goals of quality management through the restoration of ecological balance. Grass Carp are regulated by each state. Repairing or replacing of old grass carp barriers will be completed at customer request based on parts and labor, which may be required to amend the existing FWC permit.*

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.

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- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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OVER 30 YEARS OF SUCCESS

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

Two Creeks CDD

Tim Harden

Thursday, April 7, 2022

PREPARED BY

Commercial Fitness Products, Inc

Mark Smilek



Thursday, April 7, 2022

Two Creeks CDD
Tim Harden
1365 Tynes Blvd
Middleburg, FL 32068

Dear Tim,

Commercial Fitness Products has everything you should look for in a fitness equipment company –

- Over 30 years of success in Florida
- Highest Quality Equipment at Reasonable Prices
- Professional and knowledgeable Sales Representatives
- Factory trained & experienced Service Technicians
- Service, Maintenance & Installation provided by our own technicians located throughout the state.
- Substantially insured for the benefit of you, your residents, management and ourselves.
- A goal and strong desire to exceeding your expectations!!!

Best Regards,
Mark Smilek
Commercial Fitness Products, Inc
mark@commfitnessproducts.com



PROPOSAL

5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904- 562-8318

Email: mark@commfitnessproducts.co

Fax: 239-938-1462

PROPOSAL # F3546841M

Date: Apr 7, 2022

Expiration Date: 5/7/2022

BILL

TO: Two Creeks CDD
1365 Tynes Blvd
Middleburg, FL 32068

SHIP

TO: Two Creeks CDD
1365 Tynes Blvd
Middleburg, FL 32068

ATN Tim Harden
Phone (904) 612-6668
Email tharden@vestapropertyservices.c

ATN Tim Harden
Phone (904) 612-6668
Email tharden@vestapropertyservices.c
om

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Best Way	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		CONCPET 2 - CARDIO UPGRADES		
3	E6	Circle Fitness Elliptical - Light Commercial, Self Generating, LED	\$2,495.00	\$7,485.00
		SubTotal		\$7,485.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$425.00	\$425.00
1	TRADE	Trade-In Credit for the following items - (3) True Elliptical Trainers Items must be in proper working order and free from excessive rust to qualify for credit shown. CFP reserves the right to inspect the products, and revise the value as necessary.	-\$300.00	-\$300.00

Frame Color	Standard Silver	Subtotal	\$7,610.00
Upholstery Color	Standard Black	State Tax	\$0.00
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.	Freight	\$735.00
		Grand Total	\$8,345.00

Lead Times

Matrix standard lead times:
Cardio - approx 5 weeks; Strength Approx 8 week; Combined approx 8 weeks
Most other product lead times - 4-6 weeks

For Delivery Staff

Date:		Amount Collected:		Check No.:	
Received By: (Print Name and Sign)					

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply.

CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge.

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string, Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty: Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty: Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts. 1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:

Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.

5034 N Hiatus Rd

Sunrise, FL 33351

**Wire Transfer Bank Information Available
Upon Request.**

Proposal # : F3546841M

Proposal Amount: \$8,345.00

Payment Terms: 50% Deposit, 50% COD

Deposit Amount: \$4,172.50

Balance: \$4,172.50

Signature _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

key features & benefits

- ▶ Cordless self-powered technology with hybrid generator & dual-stage drive system provides optimal performance
- ▶ Intuitive LED with durable quick resistance shifter, one-button quick controls & reading rack/tablet holder



- ▶ Simple design makes the E6 elliptical easier and more efficient to assemble, service and relocate
- ▶ Easy-reach contact & wireless heart-rate sensors are compatible with a variety of industry-leading monitors
- ▶ Low side or rear entry step-on height with 20" natural stride and dual action handlebars deliver a total body workout



- ▶ Ergonomical over-sized footplates
- ▶ Convenient bottle holder and accessory holder within reach



- ▶ A variety of exercise programs and 16 resistance levels engages users of all abilities
- ▶ Smooth Motion Technology™ delivers a quiet, comfortable & smooth ride
- ▶ Zinc-dipped anti-corrosion coating for superior rust protection



E6 ELLIPTICAL

Designed for stability and comfort, the E6 elliptical provides a relaxing and natural, full-body workout.



technical specs

Product Weight: 235 lbs.	Stride: 20"	Width: 27"	Length: 80"	Height: 70"
--------------------------	-------------	------------	-------------	-------------

Power: Self-powered cordless with hybrid generator & dual-stage drive system

Stride: 20" natural stride

Certification: UL, CSA & CE

Resistance Range: 16 levels

Flywheel: 22 lbs.

User Weight: 400 lbs

Transport Wheels: Easy-to-move with front-mounted dual wheels

Frame: Zinc-dipped, anti-corrosion coated heavy gauge steel

Heart Rate Monitoring: Contact & telemetric heart-rate sensors

Display: LED

Display Feedback: Time, distance, heart-rate, watts, RPM, levels, METs & calories

Programs: Manual, rolling, valley, fat burn, ramp fitness test, random, 4 HRC 4 users & body fat

Standard Features: Hand pulse, quick shift, heart-rate receiver & reading rack/tablet holder

Extended warranties are available upon request.



OVER 30 YEARS OF SUCCESS

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

Two Creeks CDD

Tim Harden

Thursday, April 7, 2022

PREPARED BY

Commercial Fitness Products, Inc

Mark Smilek



Thursday, April 7, 2022

Two Creeks CDD
Tim Harden
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- Highest Quality Equipment at Reasonable Prices
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- Factory trained & experienced Service Technicians
- Service, Maintenance & Installation provided by our own technicians located throughout the state.
- Substantially insured for the benefit of you, your residents, management and ourselves.
- A goal and strong desire to exceeding your expectations!!!

Best Regards,
Mark Smilek
Commercial Fitness Products, Inc
mark@commfitnessproducts.com



PROPOSAL

5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904- 562-8318

Email: mark@commfitnessproducts.co

Fax: 239-938-1462

PROPOSAL # F6584984M

Date: Apr 7, 2022

Expiration Date: 5/7/2022

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TO: Two Creeks CDD
1365 Tynes Blvd
Middleburg, FL 32068

SHIP

TO: Two Creeks CDD
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Middleburg, FL 32068

ATN Tim Harden
Phone (904) 612-6668
Email tharden@vestapropertyservices.c

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om

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Best Way	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		CONCPET 1 - CARDIO UPGRADES		
3	EP-LS-LED	Matrix Lifestyle LED Elliptical	\$3,295.00	\$9,885.00
		SubTotal		\$9,885.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$425.00	\$425.00
1	TRADE	Trade-In Credit for the following items - (3) True Elliptical Trainers Items must be in proper working order and free from excessive rust to qualify for credit shown. CFP reserves the right to inspect the products, and revise the value as necessary.	-\$300.00	-\$300.00

Frame Color	Standard Silver	Subtotal	\$10,010.00
Upholstery Color	Standard Black	State Tax	\$0.00
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.	Freight	\$729.00
		Grand Total	\$10,739.00

Lead Times

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Date:		Amount Collected:		Check No.:	
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Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.

5034 N Hiatus Rd

Sunrise, FL 33351

**Wire Transfer Bank Information Available
Upon Request.**

Proposal # : F6584984M

Proposal Amount: \$10,739.00

Payment Terms: 50% Deposit, 50% COD

Deposit Amount: \$5,369.50

Balance: \$5,369.50

Signature _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

MATRIX



LIFESTYLE ELLIPTICAL

Offer your people a workout that's low-impact, natural and fits virtually any exercise space.

Our light-commercial elliptical is ideal for multi-family housing, small hotels, corporate facilities and municipal buildings. A compact footprint makes the most of your space, smart ergonomics fit the body and its natural movements, and convenience features improve the experience for users and facilities alike.

Patented suspension design is wheel- and track-free, reducing noise and minimizing friction to extend product life.



51 cm / 20" stride length, optimized pedal spacing and oversized pedals enhance comfort.



Convenience features include low step-on, rear entry, contact / telemetric heart rate tracking, water bottle holder and accessory tray.



MATRIX

LIFESTYLE ELLIPTICAL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



Console Specs	Touch	Premium LED	LED	Group Training LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	No			
Pro:Idiom Compatibility	Optional; coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; required for Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone, iPad, iPod	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready	Yes			
Auto Wake-up	Yes	No		
Frame Specs				
Resistance System	Brushless generator			
Minimum Watts	5 W powered or 35 W self-powered			
Minimum RPM	10 RPM powered or 30 RPM self-powered			
Stride Length	51 cm / 20"			
Step-on Height	23 cm / 9.1"			
Pedal Spacing	6.4 cm / 2.5"			
Watt Range	5-650 W			
Contact and Telemetric HR	Yes			
Top-down Levelers	No			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	No			
Assembled Dimensions	148 x 73 x 176 cm / 58.3" x 28.8" x 69.3"			
Power Requirements	Self-powered or 100-240 V — 50/60 Hz AC			



OVER 30 YEARS OF SUCCESS

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

Two Creeks CDD

Tim Harden

Thursday, April 7, 2022

PREPARED BY

Commercial Fitness Products, Inc

Mark Smilek



Thursday, April 7, 2022

Two Creeks CDD
Tim Harden
1365 Tynes Blvd
Middleburg, FL 32068

Dear Tim,

Commercial Fitness Products has everything you should look for in a fitness equipment company –

- Over 30 years of success in Florida
- Highest Quality Equipment at Reasonable Prices
- Professional and knowledgeable Sales Representatives
- Factory trained & experienced Service Technicians
- Service, Maintenance & Installation provided by our own technicians located throughout the state.
- Substantially insured for the benefit of you, your residents, management and ourselves.
- A goal and strong desire to exceeding your expectations!!!

Best Regards,
Mark Smilek
Commercial Fitness Products, Inc
mark@commfitnessproducts.com



PROPOSAL

5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904- 562-8318

Email: mark@commfitnessproducts.co

Fax: 239-938-1462

PROPOSAL # F605476946M

Date: Apr 7, 2022

Expiration Date: 5/7/2022

BILL

TO: Two Creeks CDD
1365 Tynes Blvd
Middleburg, FL 32068

SHIP

TO: Two Creeks CDD
1365 Tynes Blvd
Middleburg, FL 32068

ATN Tim Harden
Phone (904) 612-6668
Email tharden@vestapropertyservices.c

ATN Tim Harden
Phone (904) 612-6668
Email tharden@vestapropertyservices.c
om

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Best Way	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		CONCPET 3 - CARDIO UPGRADES		
3	E7	Circle Fitness Elliptical - Full Commercial, Self Generating, LED	\$2,995.00	\$8,985.00
		SubTotal		\$8,985.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$425.00	\$425.00
1	TRADE	Trade-In Credit for the following items - (3) True Elliptical Trainers Items must be in proper working order and free from excessive rust to qualify for credit shown. CFP reserves the right to inspect the products, and revise the value as necessary.	-\$300.00	-\$300.00

Frame Color	Standard Silver	Subtotal	\$9,110.00
Upholstery Color	Standard Black	State Tax	\$0.00
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.	Freight	\$750.00
		Grand Total	\$9,860.00

Lead Times

Matrix standard lead times:
Cardio - approx 5 weeks; Strength Approx 8 week; Combined approx 8 weeks
Most other product lead times - 4-6 weeks

For Delivery Staff

Date:		Amount Collected:		Check No.:	
Received By: (Print Name and Sign)					

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply.

CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge.

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string, Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty: Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty: Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts. 1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:

Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.

5034 N Hiatus Rd

Sunrise, FL 33351

**Wire Transfer Bank Information Available
Upon Request.**

Proposal # : F605476946M

Proposal Amount: \$9,860.00

Payment Terms: 50% Deposit, 50% COD

Deposit Amount: \$4,930.00

Balance: \$4,930.00

Signature _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

key features & benefits

- ▶ Hybrid generator, dual-staged drive system, heavy-duty bearings and over-sized shafts deliver uncompromising performance and durability
- ▶ Large 16" LED console with CSAFE power port and USB charging



- ▶ Contact and wireless heart-rate sensors are compatible with industry-leading monitors
- ▶ One-touch quick resistance buttons



- ▶ Low side or rear entry step-on height with 20" natural stride and dual action handlebars deliver a total body workout
- ▶ Convenient reading rack/tablet holder and large bottle and accessory holder
- ▶ Heavy-duty, over-sized footplates



- ▶ A variety of exercise programs and 25 resistance levels engages users of all abilities
- ▶ Smooth Motion Technology™ delivers a quiet, comfortable and natural ride
- ▶ Zinc-dipped anti-corrosion coating for superior rust protection
- ▶ OPTIONAL: 16" embedded touchscreen with TV, WiFi and Virtual Connect™ scenic videos



E7 ELLIPTICAL

It's one thing to look good, it's another to feel good. The E7 elliptical is the perfect combination of brilliant design, contemporary styling and comfort.



technical specs

Product Weight: 253 lbs.	Width: 27"	Length: 80"	Height: 70"
Power: Self-powered Certification: UC, CSA & CE Stride: 20" natural stride Step-On Height: 11.5" Resistance Range: 25 levels Flywheel: 22 lbs. User Weight: 500 lbs. Transport Wheels: Easy-to-move with front-mounted dual wheels Frame: Zinc-dipped, anti-corrosion coated heavy gauge steel Heart Rate Receiver: Contact & telemetric heart-rate sensors		Display: 16" LED Display Feedback: Time, distance, heart-rate, watts, RPM, levels, METs, calories, exercise summary report Programs: Target, rolling, valley, fat burn, ramp, strength, interval, fitness test & 4 HRC Standard Features: Hand pulse, heart-rate receiver chest belt comp.atible, reading rack/tablet holder, CSAFE power port & USB charging	

Extended warranties are available upon request.

First Place Fitness Equipment, Inc.
10290 Philips Hwy
Unit 1
Jacksonville, FL 32256

Estimate

Date	Estimate #
4/13/2022	E-47869

Name / Address
Two Creeks CDD 3434 Cowell Avenue Suite 200 Tampa, FL 33614

Ship To
1365 Tynes BLVD Middleburg, FL 32068

P.O. No.:	Terms:	Rep	TS1
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[illegible]

To Approve this Estimate Please Sign & Email To ApprovedEstimates@1pfe.com

Signature: _____

Subtotal	\$6,124.97
Sales Tax (7.5%)	\$459.37
Total	\$6,584.34



XE795 ELLIPTICAL



The Spirit Fitness XE795 features a natural 20" stride length and narrow pedal spacing to ensure an ideal stride motion, while the oversized/cushioned foot pedals and cushioned ergonomic hand grips ensure comfort at the touch points.

The XE795 is self-powered, meaning no cords to worry about. You can place this product anywhere. The large sealed roller bearings used with the pedal arms and handlebars, along with the dual roller wheels and aluminum tracks, ensure a smooth and reliable workout. The frame has been constructed as one solid welded piece from front to back for added stability and durability, while minimizing noise.

FEATURES

- 7.5" bright blue backlit LCD screen with separate Muscle Activation Profile and HR % Profile LED displays
- Generator drive system requires no external power source
- Adjustable cooling fan and dual speakers with audio jack for comfort and entertainment
- Contact and wireless heart rate monitoring options make your workouts more effective (chest strap transmitter not included)
- Dual track system with concave roller wheels for added stability and durability



EQUIPMENT SPECIFICATIONS

Console	7.5" Blue Backlit LCD, Heart Rate % Profile, Muscle Activation Profile, Tablet Friendly Reading Rack, Adjustable Console Angle, Adjustable Fan, Speakers w/3.5mm Audio Jack
Programs	Manual, Hill, Fat Burn, Cardio, Strength, Interval, Fusion, Calories, User 1-2, HR 1-2
Heart Rate	Contact & Telemetric, Heart Rate Transmitter Strap Not Included
Resistance	40 Levels (Generator Powered)
Handlebar Toggles	N/A
Track System	Dual Rail
Stride Length	20"
Flywheel	30 lbs.
Handle Bars	Molded Grip
Adjustable Foot Pedals	N/A
Dimensions	70" x 22" x 68"
Product Weight	229 lbs.
Max User Weight	400 lbs.

WARRANTY INFORMATION

Ver 2.1

Residential Warranty: Frame/Brake: Lifetime, Parts: 10 years, Labor: 1 year

Commercial Warranty: Frame: Lifetime, Brake: 5 years, Parts: 3 years, Labor: 1 year



SALES: 800.258.4555



SALES@SPIRITFITNESS.COM



WWW.SPIRITFITNESS.COM

First Place Fitness Equipment, Inc.
10290 Philips Hwy
Unit 1
Jacksonville, FL 32256

Estimate

Date	Estimate #
4/13/2022	E-47872

Name / Address
Two Creeks CDD 3434 Cowell Avenue Suite 200 Tampa, FL 33614

Ship To
1365 Tynes BLVD Middleburg, FL 32068

P.O. No.:	Terms:	Rep	TS1
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[illegible]

To Approve this Estimate Please Sign & Email To ApprovedEstimates@1pfe.com

Signature: _____

Subtotal	\$11,024.97
Sales Tax (7.5%)	\$826.87
Total	\$11,851.84



BLUETOOTH 4.0 FTMS
Connects to 3rd Party Apps



OPTIONAL EQUIPMENT

TV Bracket (TV not included)

The CE800 was specifically engineered for the commercial environment, from its heavy-duty steel frame to its premium console features. Its design focuses on convenience, comfort, reliability, and aesthetic appeal. Facility owners will have the peace-of-mind knowing they have a dependable machine while users experience a fluid total-body workout.

CE800 ELLIPTICAL TRAINER

- Smooth, quiet 20" stride, which is the optimal distance for the average user
- Dual rollers on each pedal arm for a sturdier base
- Generator powered console means there is no need for electricity
- 2 degrees of inversion at each foot pedal places the user in an anatomically correct position
- 40 levels of resistance to satisfy the needs of beginners or advanced exercisers
- Adjustable cooling fan, USB charging port, and reading rack



CE800 CONSOLE FEATURES

The electronics in the CE800 are designed to provide intuitive operation. The console features a large easy-to-read display with a variety of program options for users of all fitness levels, an integrated fan to keep clients cool, and a USB port to help keep their devices charged. And the center mounted handlebars provide convenient hand pulse grip sensors for heart rate monitoring on demand.

EQUIPMENT SPECIFICATIONS

Console	white multi-window LED displays (18-character message center, profile matrix, RPM, and level), cooling fan, USB charging port, Bluetooth FTMS (connects to fitness apps), C-safe
Programs	manual, hill, fat burn, cardio, HIIT, interval, fit test, 2 HR, constant power, custom
Heart Rate	contact and Bluetooth compatible (chest strap sold separately)
Stride Length	20"
Resistance	40 levels
Power	self-generating
Flywheel System	30 lb
Pedals	oversized with 2-degree inversion
Storage	reading rack
Frame	heavy-gauge high-strength steel with durable powder-coat paint
Dimensions	78" L x 25" W x 70" H
Product Weight	244 lb
Max User Weight	450 lb

WARRANTY INFORMATION

Commercial Warranty (Non-dues Paying Facilities) – Lifetime frame, 5 years parts and electronics, and 2 years labor

First Place Fitness Equipment, Inc.
10290 Philips Hwy
Unit 1
Jacksonville, FL 32256

Estimate

Date	Estimate #
4/13/2022	E-47871

Name / Address
Two Creeks CDD 3434 Cowell Avenue Suite 200 Tampa, FL 33614

Ship To
1365 Tynes BLVD Middleburg, FL 32068

P.O. No.:	Terms:	Rep	TS1
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Item	Description	Qty	Rate	Total
XCS200	XCS200 Elliptical 2 Window Console True Fitness	3	6,330.00	18,990.00T
Discount			-8,000.00	-8,000.00
Install	Install		825.00	825.00T

To Approve this Estimate Please Sign & Email To ApprovedEstimates@1pfe.com

Signature: _____

Subtotal	\$11,815.00
Sales Tax (7.5%)	\$886.13
Total	\$12,701.13

200 ELLIPTICAL

TRUE Fitness designs cardio equipment with the facility and their users in mind and the CS200 Elliptical captures those dynamics. The CS200 Elliptical is packaged in a powerful compact design that takes less space and delivers more than other elliptical machines. The core drive allows for safe and easy entry and exit and low step-up height. TRUE'S exclusive Cardio 360™ total body workout provide variety and guidance for any level of use.

CARDIO 360™

a guided workout to engage the upper, core, and lower body with varying resistance.

FEATURES

- Self-Generating
- Core Drive® System
- Hybrid Self-Generating Brake
- 21" Stride Length
- Non-Slip Rubber Side Steps

SPECIFICATIONS

DIMENSIONS (L X W X H)

61" x 34.5" x 85" / 55 cm x 87 cm x 165 cm

Q-FACTOR

2" / 5 cm

STEP-UP HEIGHT

9" / 23 cm

PRODUCT WEIGHT

340 lbs / 154 kg

COLOR

Black

Extended Handrails
with Molded Rubber,
Moisture-Resistant Grips



Non-Slip Rubber
with Textured Pattern
Side step design



TWO WINDOW LCD DISPLAY

Standard two window LCD display console featuring 12-15 programs, HRC Heart Rate Control® cruise control, CSAFE power.

CONSOLE OPTIONS

200 SERIES



CS200 ELLIPTICAL

TECHNICAL SPECIFICATIONS	Power Source	Self-Generating
	Drive System	Core Drive™
	Total Body Workout	Cardio 360 (upper body, lower body, total body)
	Resistance Source	Hybrid Self-Generating Brake
	Workload Range	30 - 450 Watts
	Frame Construction	Robotically Welded Heavy-Gauge Steel
	Stride Length	21" / 53 cm
	Footpad	Molded Anti-Slip with Textured Pattern
	Exercise Arms	Sweat Resistant Custom Dipped Material
	Handrail Design	Extended Handrails with Moisture Resistant Grips
	Side Step Design	Non-Slip Rubber with Textured Pattern
	Contact Heart Rate Monitoring	Yes
	Wireless Heart Rate Monitoring	Polar® Compatible
CONSOLE	Display	LCD
	Programs	9
	HRC Workouts	1
	Cardio 360	Standard
	HRC Cruise Control	Standard
	CSAFE Power	Standard
	Diagnostic	Standard
SAFETY	Side Steps	Standard
	Extended Handrails	Standard
	Activity Guard (removable)	Standard
REGULATORY APPROVALS		ETL UL1647
EXTRAS	Accessories	Water Bottle Holder, Accessory Tray, Tablet Holder
PHYSICAL SPECIFICATIONS	Footprint	61" L x 34.5" W x 65" H / 55 cm x 87 cm x 165 cm
	Active Footprint	72" L x 34.5" W x 65" H / 183 cm x 87 x 165 cm
	Q-Factor	2" / 5 cm
	Machine Weight	340 lbs / 155 kg
	Maximum User Weight	350 lbs / 159 kg
	Step-Up Height	9" / 23 cm
	Portability	2 Front Transport Wheels & Removable Handles
WARRANTY	Warranty Classification	Vertical Market 6-8 hours usage per day
	Frame	Lifetime
	Parts	5 Years
	Labor	1 Years

Warranties outside the U.S. and Canada may vary - Please contact your dealer for details. Specifications subject to change without notice.



truefitness.com | 800.426.6570 | 636.272.7100

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BROCH19CXC200
REV 6-15-20

Always Improving LLC dba Fitness Pro
 1400 Village Square Blvd #3-293
 Tallahassee, FL 32312
 (850) 523-8882
 tracy@wearefitnesspro.com
 www.wearefitnesspro.com

Quote



1400 Village Square #3-293
 Tallahassee, FL 32312
 850-523-8882

Tim Harden
 Two Creeks CCD/Rizzetta & Co
 1365 Tynes Boulevard
 Middleburg, FL 32068

Tim Harden
 Two Creeks CCD/Rizzetta & Co
 1365 Tynes Boulevard
 Middleburg, FL 32068

8739	04/04/2022	
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PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

TRUE CS200 TRUE CS200 Elliptical with 2 Window Blue LCD Console	3	3,990.00	11,970.00T
Remove Equipment Remove Equipment	3	50.00	150.00T
Shipping/Delivery/Installation Shipping/Delivery/Installation	1	500.00	500.00T

SUBTOTAL 12,620.00
 TAX (0) 0.00
TOTAL \$12,620.00

50% payment of total invoice is due at time of approval. Equipment will be ordered upon receipt of payment. Final payment is due at time of installation. Contact: Bruce Miller 407.461.1506
 bruce@wearefitnesspro.com

* Please note that a 30% restocking fee plus shipping, if applicable, will be charged on all equipment orders canceled after approval for purchase has been given.

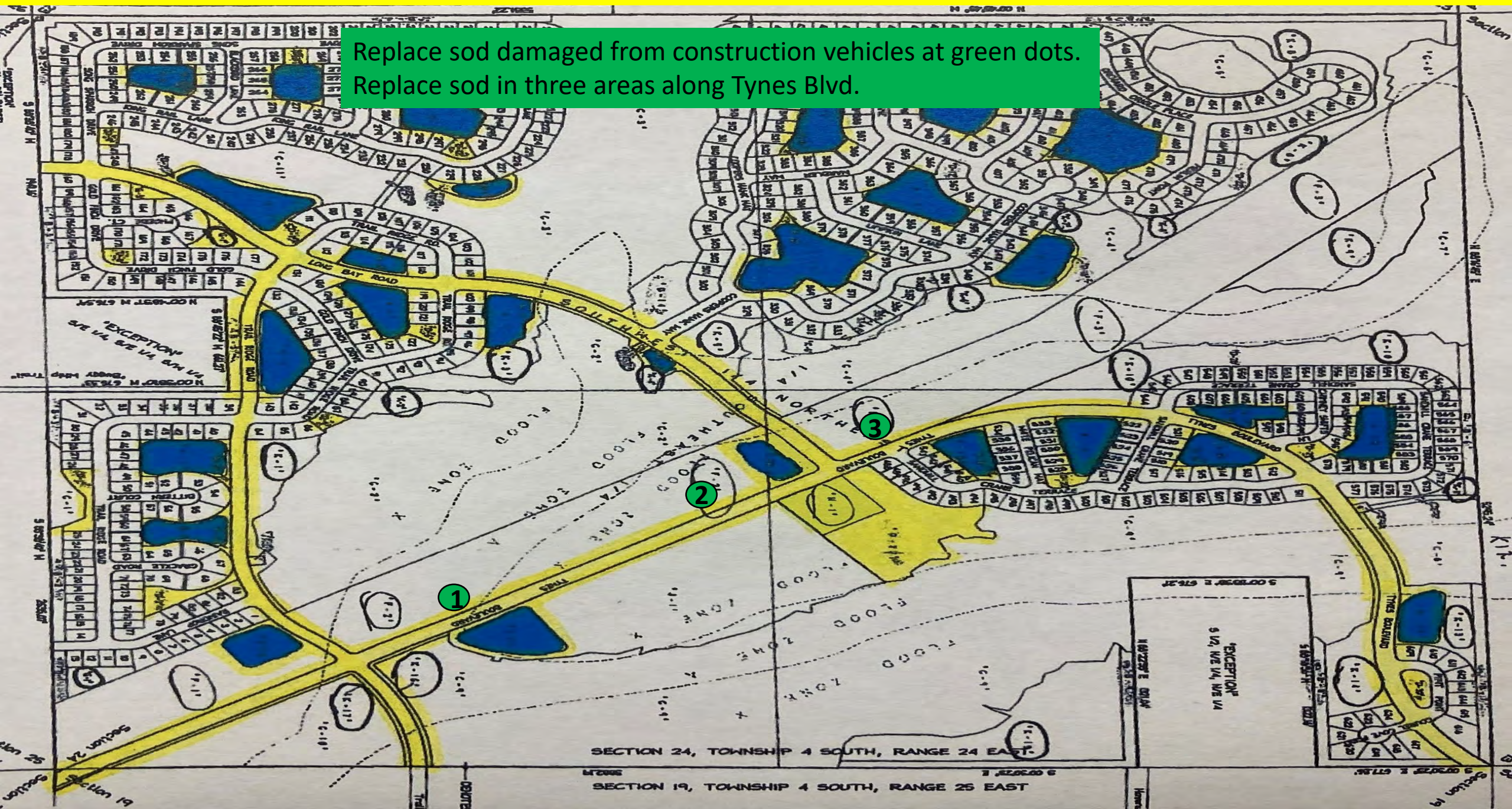
Accepted By

Accepted Date

All quotes valid for 30 days. Additional delivery fees may apply - check with your sales rep for details.

Two Creeks Tynes Sod Replacement From Construction Damage

Replace sod damaged from construction vehicles at green dots.
Replace sod in three areas along Tynes Blvd.



Proposal for Extra Work at Two Creeks CDD

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

Project Name Two Creeks CDD Tynes sod replacement from construction vehicles 3.29.22

Project Description Replace four pallets of st augustine sod and add fill dirt to bring up to grade.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Mobilize crew, prep, and grade three areas for sod replacement along Tynes Blvd.	\$466.40	\$466.40
2,000.00	SQUARE FEET	St Augustine sod installed	\$1.20	\$2,406.20
3.00	YARD	Fill dirt installed	\$129.26	\$387.78
1.00	EACH	Irrigation adjustments	\$450.50	\$450.50

Images

Two Creeks Tynes sod replacement



Add fill dirt and sod to repair construction vehicle damage.

Two Creeks Tynes sod replacement



Repair sod from construction vehicle damage.

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

Proposal for Extra Work at Two Creeks CDD

Two Creeks Tynes sod replacement



Add fill dirt and sod to repair construction vehicle damage.

For internal use only

SO# 7772115
JOB# 346100419
Service Line 130

Total Price \$3,710.88

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

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

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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

Customer

property manager

Signature

Title

Carol Brown

March 29, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature

Title

Brian Mercer

March 29, 2022

Printed Name

Date

Job #: 346100419

Proposed Price: \$3,710.88

SO # 7772115

RESOLUTION 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Two Creeks Community Development District ("**District**") prior to June 15, 2022, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	August 24, 2022
HOUR:	6:00 pm
LOCATION:	Courtyard by Marriott 610 Wells Road (I-295 and US 17) Orange Park, Florida 32073

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Clay County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS 25th DAY OF MAY, 2022.

ATTEST:

**TWO CREEKS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A



Rizzetta & Company

Two Creeks Community Development District

www.twocreeksd.org

Proposed Budget for Fiscal Year 2022/2023

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Proposed Budget
Two Creeks Community Development District
General Fund
Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 04/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 594,252	\$ 601,546	\$ 600,227	\$ 1,319	\$ 640,259	\$ 40,032	
6								
7	TOTAL REVENUES	\$ 594,252	\$ 601,546	\$ 600,227	\$ 1,319	\$ 640,259	\$ 40,032	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND BALANCE FORWARD	\$ 594,252	\$ 601,546	\$ 600,227	\$ 1,319	\$ 640,259	\$ 40,032	
12								
13	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to							
14								
15	EXPENDITURES - ADMINISTRATIVE							
16								
17	Legislative							
18	Supervisor Fees	\$ 1,600	\$ 3,400	\$ 4,000	\$ 600	\$ 4,000	\$ -	Based on 4 Meetings
19	Financial & Administrative							
20	Administrative Services	\$ 2,929	\$ 5,021	\$ 5,021	\$ -	\$ 5,222	\$ 201	
21	District Management	\$ 16,042	\$ 27,501	\$ 27,501	\$ 0	\$ 28,601	\$ 1,100	
22	District Engineer	\$ 860	\$ 11,500	\$ 1,500	\$ (10,000)	\$ 1,500	\$ -	FY 21/22 Projected to be over budget for the completion of the Stormwater Analysis Report
23	Disclosure Report	\$ 1,000	\$ 1,000	\$ 1,350	\$ 350	\$ 1,000	\$ (350)	
24	Trustees Fees	\$ 3,704	\$ 4,041	\$ 4,000	\$ (41)	\$ 4,041	\$ 41	
25	Assessment Roll	\$ 5,150	\$ 5,150	\$ 5,150	\$ -	\$ 5,356	\$ 206	
26	Financial & Revenue Collections	\$ 3,004	\$ 5,150	\$ 5,150	\$ -	\$ 5,356	\$ 206	
27	Accounting Services	\$ 11,176	\$ 19,158	\$ 19,158	\$ -	\$ 19,924	\$ 766	
28	Auditing Services	\$ 4,029	\$ 4,029	\$ 4,000	\$ (29)	\$ 4,200	\$ 200	Board currently reviewing proposals. Fees range from \$3,610 to \$4,200.
29	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
30	Public Officials Liability Insurance	\$ 2,542	\$ 2,542	\$ 2,663	\$ 121	\$ 3,050	\$ 387	Reflect's EGIS proposed increase.
31	Legal Advertising	\$ 740	\$ 1,250	\$ 1,000	\$ (250)	\$ 1,250	\$ 250	
32	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
33	Miscellaneous Fees	\$ 350	\$ 1,000	\$ 1,000	\$ -	\$ 1,500	\$ 500	Based on Meeting Space, Constant Contact Eblast Service, Amoritzation Schedule and Mailed Notices.
34	ADA Website Hosting, Maintenance, Remediation & Compliance	\$ 1,853	\$ 2,738	\$ 4,000	\$ 1,262	\$ 3,500	\$ (500)	Based on current agreements.
35	Legal Counsel							
36	District Counsel	\$ 7,139	\$ 12,238	\$ 13,000	\$ 762	\$ 13,000	\$ -	
37								
38	Administrative Subtotal	\$ 62,293	\$ 106,393	\$ 99,168	\$ (7,225)	\$ 102,175	\$ 3,007	
39								
40	EXPENDITURES - FIELD OPERATIONS							
41								
42	Electric Utility Services							
43	Utility Services	\$ 10,360	\$ 17,760	\$ 18,000	\$ 240	\$ 18,900	\$ 900	
44	Street Lights	\$ 7,648	\$ 13,111	\$ 15,000	\$ 1,889	\$ 15,750	\$ 750	

Proposed Budget
Two Creeks Community Development District
General Fund
Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 04/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
45	Garbage/Solid Waste Control Services							
46	Garbage - Recreation Facility	\$ 1,420	\$ 2,434	\$ 2,400	\$ (34)	\$ 3,200	\$ 800	Projected for potential increase in fuel surcharges.
47	Water-Sewer Combination Services							
48	Utility Services	\$ 26,993	\$ 46,274	\$ 35,000	\$ (11,274)	\$ 48,500	\$ 13,500	FY 21/22 projected to be over budget.
49	Stormwater Control							
50	Aquatic Maintenance	\$ 9,474	\$ 17,031	\$ 16,377	\$ (654)	\$ 18,180	\$ 1,803	Agreement under Board review.
51	Fountain Service Repairs & Maintenance	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
52	Miscellaneous Expense	\$ 558	\$ 558	\$ 550	\$ (8)	\$ 1,200	\$ 650	
53	Other Physical Environment							
54	General Liability/Property Insurance	\$ 10,258	\$ 10,258	\$ 9,868	\$ (390)	\$ 12,320	\$ 2,452	Reflect's EGIS proposed increase.
55	Entry & Walls Maintenance	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
56	Landscape & Irrigation Maintenance Contract	\$ 68,871	\$ 118,652	\$ 117,976	\$ (676)	\$ 126,743	\$ 8,767	Reflect's BrightView proposed increase.
57	Landscape Replacement, Plants, Shrubs, Trees	\$ 4,317	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	
58	Irrigation Maintenance/Repairs	\$ 13,633	\$ 23,371	\$ 6,000	\$ (17,371)	\$ 10,000	\$ 4,000	Based on past three years of trend reports and aging system.
59	Miscellaneous Landscape Expense	\$ 1,924	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
60	Road & Street Facilities							
61	Street Light Decorative Light Maintenance	\$ -	\$ 1,477	\$ 3,000	\$ 1,523	\$ 3,000	\$ -	
62	Parks & Recreation							
63	Amenity Management Services Contract	\$ 75,539	\$ 79,866	\$ 82,000	\$ 2,134	\$ 126,430	\$ 44,430	Reflect's Vesta's current agreement.
64	Maintenance & Repair - Amenity Facility	\$ 6,588	\$ 12,000	\$ 9,000	\$ (3,000)	\$ 9,000	\$ -	FY 21/22 projected to be over budget. This includes the purchase of signs, power washing and playground equipment repair
65	Security Services Contract - Seasonal	\$ 15,479	\$ 61,142	\$ 61,142	\$ -	\$ 64,811	\$ 3,669	Refelct's Gidden's proposed increase.
66	Fitness Equipment Maintenance & Supplies	\$ 775	\$ 1,329	\$ 1,000	\$ (329)	\$ 1,500	\$ 500	FY 21/22 projected to be over budget.
67	Grill Maintenance & Propane	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
68	Pool Chemicals & Permits	\$ 7,797	\$ 13,366	\$ 6,700	\$ (6,666)	\$ 13,000	\$ 6,300	FY 21/22 projected to be over budget. FY 22/23 reflect's Poolsure's proposed increase.
69	Pest Control & Termite Bond	\$ 245	\$ 420	\$ 500	\$ 80	\$ 500	\$ -	
70	Tennis/Athletic Court/Park Maintenance & Supplies	\$ 4,728	\$ 7,000	\$ 1,500	\$ (5,500)	\$ 5,000	\$ 3,500	FY 21/22 projected to be over budget from eletrical work and power washing of courts.
71	Cable Television & Internet	\$ 3,279	\$ 5,200	\$ 5,200	\$ -	\$ 4,050	\$ (1,150)	
72	Miscellaneous Expense	\$ 3,330	\$ 3,330	\$ 3,000	\$ (330)	\$ 3,000	\$ -	
73	Contingency							
74	Miscellaneous Contingency	\$ 10,663	\$ 15,000	\$ 15,000	\$ -	\$ 25,000	\$ 10,000	FY 21/22 includes playground chipmunks, toilets/urinal & bottle filling station.

Proposed Budget
Two Creeks Community Development District
General Fund
Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 04/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
75	Capital Outlay	\$ -	\$ 25,000	\$ 73,846	\$ 48,846	\$ 10,000	\$ (63,846)	FY 22/23 to potentially include added security cameras.
76								
77	Field Operations Subtotal	\$ 283,879	\$ 492,579	\$ 501,059	\$ 8,480	\$ 538,084	\$ 37,025	
78								
79								
80	TOTAL EXPENDITURES	\$ 346,172	\$ 598,971	\$ 600,227	\$ 1,256	\$ 640,259	\$ 40,032	
81								
82	EXCESS OF REVENUES OVER EXPENDITURES	\$ 248,080	\$ 2,575	\$ -	\$ 2,575	\$ -	\$ -	
83								

Proposed Budget
Two Creeks Community Development District
Reserve Fund
Fiscal Year 2022/2023

	Chart of Accounts Classification	Actual YTD through 04/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 77,684	\$ 77,684	\$ 77,684	\$ -	\$ 114,861	\$ 37,177	
6								
7	TOTAL REVENUES	\$ 77,684	\$ 77,684	\$ 77,684	\$ -	\$ 114,861	\$ 37,177	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND BALANCE FORWARD	\$ 77,684	\$ 77,684	\$ 77,684	\$ -	\$ 114,861	\$ 37,177	
12								
13	EXPENDITURES							
14								
15	Contingency							
16	Capital Reserves	\$ -	\$ -	\$ 77,684	\$ 77,684	\$ 114,861	\$ 37,177	
17								
18	TOTAL EXPENDITURES	\$ -	\$ -	\$ 77,684	\$ 77,684	\$ 114,861	\$ 37,177	
19								
20	EXCESS OF REVENUES OVER EXPENDITURES	\$ 77,684	\$ 77,684	\$ -	\$ 77,684	\$ -	\$ -	
21								

Two Creeks Community Development District
Debt Service
Fiscal Year 2022/2023

Chart of Accounts Classification	Series 2016A	Budget For 2022/2023
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$726,618.55	\$726,618.55
TOTAL REVENUES	\$726,618.55	\$726,618.55
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$726,618.55	\$726,618.55
Administrative Subtotal	\$726,618.55	\$726,618.55
TOTAL EXPENDITURES	\$726,618.55	\$726,618.55
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

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

6.00%

Gross assessments

\$772,341.15

Notes:

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

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

Two Creeks Community Development District

FISCAL YEAR 2022/2023 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2022/2023 O&M Budget		\$755,120.00
Clay County Collection Cost @	2%	\$16,066.38
Early Payment Discount @	4%	\$32,132.77
2022/2023 Total:		<u>\$803,319.15</u>

2021/2022 O&M Budget	\$677,911.00
2022/2023 O&M Budget	\$755,120.00

Total Difference:	<u><u>\$77,209.00</u></u>
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	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2021/2022</u>	<u>2022/2023</u>	<u>\$</u>	<u>%</u>
Debt Service - Single Family	\$1,319.11	\$1,319.11	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,155.74	\$1,287.37	\$131.63	11.39%
Total	\$2,474.85	\$2,606.48	\$131.63	5.32%

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$755,120.00
COLLECTION COSTS	2.0%	\$16,066.38
EARLY PAYMENT DISCOUNT	4.0%	\$32,132.77
TOTAL O&M ASSESSMENT		<u>\$803,319.15</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&M ASSESSMENT</u>				<u>PER LOT ANNUAL ASSESSMENT</u>		
	<u>O&M</u>	<u>SERIES 2016A DEBT SERVICE ⁽¹⁾⁽²⁾</u>	<u>EAU FACTOR</u>	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	<u>O&M</u>	<u>DEBT SERVICE ⁽³⁾</u>	<u>TOTAL ⁽⁴⁾</u>
Single Family	624	586	1.00	624.00	100.00%	\$803,319.15	\$1,287.37	\$1,319.11	\$2,606.48
	<u>624</u>	<u>586</u>		<u>624.00</u>	<u>100.00%</u>	<u>\$803,319.15</u>			

LESS: Clay County Collection Costs (2%) and Early Payment Discounts (4%): (\$48,199.15)

Net Revenue to be Collected \$755,120.00

⁽¹⁾ Reflects 11 (eleven) previous Series 2006 prepayments and 27 (twenty-seven) Series 2016A prepayments.

⁽²⁾ Reflects the number of total lots with Series 2016A debt outstanding.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2016A bond issue. Annual assessment includes principal, interest, Clay County collection costs and early payment discounts.

⁽⁴⁾ Annual assessment that will appear on November 2022 Clay County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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

DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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