

**Beacon Lakes Community
Development District**

November 5, 2019

Agenda Package

Beacon Lakes Community Development District

Inframark, Infrastructure Management Services
210 N. University Drive • Suite 702 • Coral Springs, Florida 33071
Telephone: (954) 603-0033 • Fax: (954) 345-1292

October 29, 2019

Board of Supervisors
Beacon Lakes Community Development District

Dear Board Members:

The landowners meeting and regular meeting of the Board of Supervisors of the Beacon Lakes Community Development District will be held Tuesday, November 5, 2019 at 9:00 a.m. at 12400 NW 22nd Street, Miami, Florida. Following is the advance agenda for the meeting:

Regular Meeting

1. Call to Order
2. Approval of Agenda
3. Consideration of Resolution 2020-01, Restating the Terms and Seats of the Board of Supervisors
4. Regular Meeting Recessed

Landowners Meeting

1. Call to Order
2. Determination of Number of Voting Units Represented
3. Election of a Chairman for the purpose of Conducting the Landowners Meeting
4. Nominations for the Position of Supervisors
5. Casting of Ballots
6. Ballot Tabulation
7. Landowners Questions or Comments
8. Adjournment

Regular Meeting Continued

5. Regular Meeting Reconvened
6. Organizational Matters
 - A. Acceptance of the Resignation of Karley Megrew
 - B. Consideration of Resolution 2020-02 Canvassing and Certifying the Results of the Landowners Election

- C. Oath of Office
- D. Consideration of Resolution 2020-03, Designation of Officers
- 7. Manager's Report
 - A. Approval of the Minutes of the July 9, 2019 Meeting
 - B. Approval of the Minutes of the August 6, 2019
 - C. Acceptance of Financial Report dated September 2019
 - D. Motion to Assign Fund Balance as of September 30, 2019
 - E. Acceptance of the FY2019 Audit Engagement Letter
- 8. Railroad Crossing Signal Agreement
 - A. First Amendment to Service Agreement – Crossing Signal Maintenance and Inspections
- 9. Landscaping Contract, Expansion Area
- 10. Greensleeves Proposal – Additional Work Required at Beacon Lakes Environmental Parcels
- 11. Acquisition Agreement – Expansion Area and Offsite Roads
- 12. Mitigation Monitoring Agreements
 - A. First Amendment to Service Agreement – Mitigation Area Maintenance
 - B. Second Amendment and Extension to Service Agreement
 - C. Third Amendment and Extension to Service Agreement, Mitigation Monitoring
- 13. First Amendment to Service Agreement – Porter Services
- 14. Spending Authority – Maintenance of CDD Improvements, Resolution 2020-04
- 15. SFWMD Notice of Noncompliance
- 16. Kleinfelder – Beacon Lakes SFWMD NC Letter Call
- 17. Engineer's Report
- 18. Attorney's Report
- 19. Public Comments
- 20. Supervisor Requests
- 21. Adjournment

All supporting documentation is enclosed or will be distributed at the meeting. The balance of the agenda is routine in nature. If you have any questions, please give me a call.

Sincerely,

Ken Cassel

Kenneth Cassel/ab
District Manager

REGULAR MEETING

Third Order of Business

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, CLARIFYING AND RESTATING THE TERMS AND SEATS OF THE BOARD OF SUPERVISORS; RATIFYING PRIOR ACTIONS OF THE BOARD OF SUPERVISORS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Beacon Lakes Community Development District (the “District”) is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Section 190.006, Florida Statutes, governs the appointment and election of the members of the District Board of Supervisors (the “Board”); and

WHEREAS, the District Manager of the District has recommended to the Board that the terms and seats of the Board be clarified and restated in order to provide clear direction moving forward, starting with the landowners’ meeting to be held on November 5, 2019.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

SECTION 2. The terms and seats of the Board of Supervisors are hereby clarified and restated as follows:

Seat 1	Expires November 2019
Seat 2	Expires November 2019
Seat 3	Expires November 2019
Seat 4	Expires November 2021
Seat 5	Expires November 2021

Pursuant to the terms of Section 190.006(2), Florida Statutes, the District will continue to advertise and conduct a landowners’ meeting in November of every odd-numbered year for the purposes of electing three (3) supervisors. At each landowners’ meeting, the two candidates receiving the highest number of votes shall be elected to serve for a 4-year period, and the remaining candidate elected shall serve for a 2-year period.

SECTION 3. All past and prior actions of the Board taken and directed at all regular and special meetings of the Board are hereby ratified.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of the Resolution.

SECTION 5. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE BEACON LAKES
COMMUNITY DEVELOPMENT DISTRICT THIS 5TH DAY OF NOVEMBER, 2019.**

**BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print name: _____
Chairman

Print name: _____
Secretary

LANDOWNERS MEETING

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **NOVEMBER 5, 2019**

TIME: **9:00 A.M.**

LOCATION: **12400 NW 22nd Street, Miami, Florida**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next lowest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY
BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT
MIAMI-DADE COUNTY, FLORIDA
LANDOWNERS' MEETING

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Beacon Lakes Community Development District to be held at **12400 NW 22nd Street, on November 5, 2019 at 9:00 a.m.**, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

— —

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2017), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT
MIAMI-DADE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2019

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Beacon Lakes Community Development District and described as follows:

Description	Acreage
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[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____
 (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my
 votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
Seat 1	_____	_____
Seat 2	_____	_____
Seat 3	_____	_____

Date: _____ Signed: _____

Printed Name: _____

REGULAR MEETING

Sixth Order of Business

6A.

July 9, 2019


Beacon Lakes Community Development District
210 N. University Drive, Suite 702
Coral Springs, FL 33071

RE: Resignation

To Whom It May Concern:

This letter is furnished in connection with my resignation as Vice Chairman of the Beacon Lakes Community Development District, effective at the close of business on July 11, 2019.

Sincerely,


Karley Megrew

6B.

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS MEETING HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within ninety (90) days of the District's creation and then every two years following the establishment of a community development district for the purpose of electing three (3) Supervisors to the Board of Supervisors of the District; and

WHEREAS, following proper publication of notice thereof, such landowners meeting was held on November 5, 2019, at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, this resolution canvasses the votes, and declares and certifies the results of the election of supervisors held at the landowners meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT;

1. Each of the following persons are found, certified, and declared to have been duly elected as a Supervisor of and for the District, having been elected by the votes cast in his favor as shown, to wit:

(Seat 1) _____	_____ Votes
(Seat 2) _____	_____ Votes
(Seat 3) _____	_____ Votes

2. In accordance with said statute, and by virtue of the number of votes cast for each Supervisor, and is declared to have been elected for the following terms of office:

four (4) year term
four (4) year term
two (2) year term

3. Said term of office for each Supervisor shall commence immediately upon the adoption of this Resolution.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT THIS 5th DAY OF NOVEMBER 2019

Chairman

Kenneth Cassel
Secretary

6D.

RESOLUTION 2020-03

A RESOLUTION ELECTING OFFICERS OF BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Beacon Lakes Community Development District at a regular business meeting held on November 5, 2019 desires to elect the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are hereby elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Kenneth Cassel</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
<u>Alan Baldwin</u>	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 5th DAY OF NOVEMBER 2019

Chairman

Kenneth Cassel
Secretary

Seventh Order of Business

7A.

**MINUTES OF MEETING
BEACON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Beacon Lakes Community Development District was held on Tuesday, July 9, 2019 at 9:02 a.m. at 12400 N.W. 22nd Street, Miami, Florida.

Present and constituting a quorum were:

Scott Gregory	Chairman
Karley Megrew	Vice-Chairperson
Denver Glazier	Assistant Secretary
Barbara Mantecon	Assistant Secretary
Eva Arbelo	Assistant Secretary

Also present were:

Kenneth Cassel	District Manager
Juan Alvarez	District Engineer

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cassel called the meeting to order at 9:02 a.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Approval of the Agenda

On MOTION by Mr. Gregory seconded by Ms. Mantecom with all in favor the agenda was approved.

THIRD ORDER OF BUSINESS

Public Hearing to Approve the Fiscal Year 2020 Budget

- Mr. Cassel opened the public hearing.
- Seeing there is no public, he asked for a motion to close the public hearing.

On MOTION by Mr. Gregory seconded by Mr. Glazier with all in favor the public hearing to approve the budget was closed.

A. Consideration of Resolution 2019-04 Adopting the Fiscal Year 2020 Budget

- Mr. Cassel noted he has one last minute change on the budget.
- We were doing some reconciliation with the County on the acreage. We went along with Mr. Juan Alvarez and found 15 acres that are not accessible and are districts now. We will take an extra \$31,952 from Fund Balance. The Fund Balance, instead of being a net increase of \$34,000, will only be \$4,159 net increase in Fund Balance.
- The budget was discussed at length.

On MOTION by Ms. Megrew seconded by Mr. Glazier with all in favor Resolution 2019-04 relating to the annual appropriations of the District and adopting the budget for Fiscal Year beginning October 1, 2019 and ending September 30, 2020, was adopted.

B. Consideration of Resolution 2019-05 Levying Non-Ad Valorem Maintenance Special Assessments

- Mr. Cassel noted this is a resolution levying the non-ad valorem assessments.

On MOTION by Ms. Megrew seconded by Mr. Gregory with all in favor Resolution 2019-05 levying and imposing a non-ad valorem maintenance special assessment for the General Fund and adopting an assessment roll of the Beacon Lakes Community Development District for Fiscal Year 2020, was adopted.

FOURTH ORDER OF BUSINESS**District Manager's Report****A. Approval of the Minutes of the May 7, 2019 Meeting**

- Mr. Cassel requested any additions, corrections or deletions, there being none,

On MOTION by Mr. Glazier seconded by Mr. Gregory with all in favor the minutes of May 7, 2019 were approved.

B. Acceptance of Financial Report dated May 2019

- Mr. Cassel reviewed the financial report with the Board.
- He noted the District is 99.4% collected.
- He noted there is a total in arrears of \$6,000 with \$4,000 from the General Fund and \$1,300 from the Debt Service.
- Mr. Cassel will get more clarification on this.

On MOTION by Ms. Megrew seconded by Ms. Arbelo with all in favor the financial report dated May 2019, was accepted.

C. Report on Registered Voters

- Mr. Cassel noted, according to the Supervisor of Elections of Miami-Dade County, there are no registered voters in the District.

D. FY 2020 Meeting Schedule

- Mr. Cassel reviewed the meeting schedule for Fiscal Year 2020.

On MOTION by Mr. Gregory seconded by Ms. Megrew with all in favor the meeting schedule for Fiscal Year 2020 as presented, was approved.

FIFTH ORDER OF BUSINESS

Engineer's Report

- Mr. Alvarez discussed a map of the roads and will distribute to the Board.
- He spoke about the Acquisition Agreement which was approved in form. The project lawyer is still reviewing it. It has not yet been executed.
- Mr. Alvarez noted the project on 122nd Avenue is complete.
- There was a question on the medians on that road. Does the CDD or the County take care of the medians?
- Mr. Alvarez noted the County already accepted the deed transferring the land.

SIXTH ORDER OF BUSINESS

Attorney's Report

- Mr. Scott Cochran noted he is sitting in for Mr. Pawelczyk today.
- They are following up on the Acquisition Agreement. They are waiting for an executed copy from the developer or if they have any changes.
- The District cannot pay for any infrastructure within the area covered by the agreement until it is fully executed by all the parties.
- He reported the Board, at the last meeting, approved an Access Easement for Block 2, Block 2, authorizing the property owner to provide egress out of N.W. 17th Street, a private property. The easement crosses a piece of land the District owns. The

easement has been executed and recorded in public records. Copies will be sent to the District Manager.

- He noted the Supervisors should have received by now the Form-1, Financial Disclosure Statements. They were due July 1st. If you have not completed them yet, you can be fined per day up to a total of \$1,500. However, he thinks there is a grace period.

SEVENTH ORDER OF BUSINESS

Public Comments

- Ms. Megrew noted she is relocating from this area and will be resigning from the Board.

On MOTION by Mr. Gregory seconded by Mr. Grazier with all in favor the Board accepted Ms. Megrew's resignation.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

- There being none, the next agenda item followed.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Montecon seconded by Mr. Glazier with all in favor the meeting was adjourned.

Kenneth Cassel
Secretary

Chairperson/Vice Chairperson

7B

**MINUTES OF MEETING
BEACON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Beacon Lakes Community Development District was held on Tuesday, August 6, 2019 at 9:00 a.m. at 12400 N.W. 22nd Street, Miami, Florida.

Present and constituting a quorum were:

Scott Gregory	Chairman
Barbara Mantecon	Assistant Secretary
Eva Arbelo	Assistant Secretary

Also present were:

Kenneth Cassel	District Manager
Michael Pawelczyk	District Counsel

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cassel called the meeting to order at 9:01 a.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

**Consideration of Resolution 2019-06,
Designation of November Landowner's
Meeting Date**

- Mr. Pawelczyk explained the landowners meeting has to be announced 90 days prior to the November meeting. At the landowners meeting in November if there are no items on the agenda, they just need to have someone from the landowner to represent the Prologis acreage. A regular Board meeting will follow the Landowners' meeting.
- Mr. Gregory questioned if anyone who is a landowner can attend the meeting and vote. This was confirmed, if there are enough landowners in the District by proxy.
- The meeting is to elect three supervisors since the vacant seat #1 is open, Ms. Arbelo's who was recently appointed that seat is open and Mr. Gregory's seat is also open. Whomever is voting the votes has to be an authorized officer of the landowner.

On MOTION by Ms. Mantecon seconded by Mr. Gregory with all in favor resolution 2019-06 designating November 5, 2019 the landowners' meeting was adopted.

THIRD ORDER OF BUSINESS

Supervisor Requests

- Mr. Gregory requested Mr. Alvarez provide landscape boundary maps.

FOURTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Mantecon seconded by Ms. Arbelo with all in favor the meeting was adjourned.

Kenneth Cassel
Secretary

Chairperson/Vice Chairperson

7C.

MEMORANDUM

TO: Board of Supervisors
FROM: Sergio Inguanzo, District Accountant
CC: Ken Cassel, District Manager
DATE: November 5, 2019
SUBJECT: September 2019 Financial Report

Please find enclosed the September 2019 financials for Beacon Lakes CDD. To assist with your review, below is some information on each of the District's major funds. Should you have any other questions or require additional information, please do not hesitate to contact me at Sergio.Inguanzo@inframark.com.

Finance Report

General Fund

- Total revenues were approximately 102% of budget. Total expenditures through September were approximately 85% of the annual budget with the following notes for the fiscal year:
 - Legal Advertising – Notice of Landowners' Meeting; Legal ad; Board meeting ad
 - Misc-Admin Fee (%) – CenterState Bank 2% fee on certificate of deposit needed for Miami-Dade County letter of credit
 - Misc-Property Taxes – Miami-Dade Tax Collector 2018 Real Estate Property Taxes
 - Misc-Contingency – GODADDY.COM renewal \$689
 - Misc-Web Hosting – ADA Site Compliance \$199
 - Contracts-Other Services – CSX Transportation, crossing signal annual fee
 - Contracts-Water Analysis – Hydrologic Associates quarterly invoice
 - Contracts-Wetland Mitigation – Greensleeves Inc. fees increase from \$1,991.12 to \$2,602.95 due to scope of work increase but not reflected in budget
 - R&M-Grounds – Telemundo expansion area mowing to-date \$12,100
 - R&M-Irrigation – Greenscape Landscape irrigation repairs to-date
 - R&M-Railroad Crossing – CJ Bridges/American Track Generations gate crossing repairs to-date
- **Debt Service Fund**
 - ProfServ-Trustee Fees – U.S. Bank fees to-date

**Beacon Lakes
Community Development District**

*Financial Report
September 30, 2019*



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**Beacon Lakes
Community Development District**

Financial Statements

(Unaudited)

September 30, 2019

Balance Sheet
September 30, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2007 DEBT SERVICE FUND	SERIES 2007 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 45,271	\$ -	\$ -	\$ 45,271
Accounts Receivable	3,221	-	-	3,221
Investments:				
Certificates of Deposit - 12 Months	187,134	-	-	187,134
Money Market Account	829,561	-	-	829,561
Acquisition Fund	-	-	2,606,358	2,606,358
Reserve Fund B	-	9,219	-	9,219
Revenue Fund	-	7	-	7
Prepaid Items	-	5,609	-	5,609
TOTAL ASSETS	\$ 1,065,187	\$ 14,835	\$ 2,606,358	\$ 3,686,380
<u>LIABILITIES</u>				
Accounts Payable	\$ 4,648	\$ -	\$ -	\$ 4,648
Accrued Expenses	48,739	-	-	48,739
TOTAL LIABILITIES	53,387	-	-	53,387
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	-	5,609	-	5,609
Restricted for:				
Debt Service	-	9,226	-	9,226
Capital Projects	-	-	2,606,358	2,606,358
Assigned to:				
Operating Reserves	180,854	-	-	180,854
Reserves - Irrigation System	72,277	-	-	72,277
Unassigned:	758,669	-	-	758,669
TOTAL FUND BALANCES	\$ 1,011,800	\$ 14,835	\$ 2,606,358	\$ 3,632,993
TOTAL LIABILITIES & FUND BALANCES	\$ 1,065,187	\$ 14,835	\$ 2,606,358	\$ 3,686,380

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 1,500	\$ 1,500	\$ 17,355	\$ 15,855	1157.00%
Interest - Tax Collector	-	-	792	792	0.00%
Special Assmnts- Tax Collector	791,885	791,885	791,885	-	100.00%
Special Assmnts- Discounts	(31,675)	(31,675)	(30,212)	1,463	95.38%
Other Miscellaneous Revenues	-	-	202	202	0.00%
TOTAL REVENUES	761,710	761,710	780,022	18,312	102.40%
EXPENDITURES					
Administration					
ProfServ-Dissemination Agent	1,500	1,500	1,500	-	100.00%
ProfServ-Engineering	23,000	23,000	21,141	1,859	91.92%
ProfServ-Legal Services	27,484	27,484	18,472	9,012	67.21%
ProfServ-Mgmt Consulting Serv	56,348	56,348	56,348	-	100.00%
ProfServ-Special Assessment	8,842	8,842	8,842	-	100.00%
Auditing Services	5,200	5,200	5,000	200	96.15%
Postage and Freight	500	500	381	119	76.20%
Insurance - General Liability	13,836	13,836	11,286	2,550	81.57%
Printing and Binding	1,800	1,800	956	844	53.11%
Legal Advertising	500	500	969	(469)	193.80%
Misc-Admin Fee (%)	-	-	3,734	(3,734)	0.00%
Misc-Property Taxes	1,361	1,361	3,087	(1,726)	226.82%
Misc-Assessmnt Collection Cost	7,919	7,919	7,624	295	96.27%
Misc-Contingency	250	250	776	(526)	310.40%
Misc-Web Hosting	1,500	1,500	1,699	(199)	113.27%
Office Supplies	325	325	220	105	67.69%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	150,540	150,540	142,210	8,330	94.47%
Field					
ProfServ-Field Management	48,000	48,000	48,000	-	100.00%
Contracts-Janitorial Services	51,660	51,660	51,660	-	100.00%
Contracts-Other Services	1,765	1,765	1,701	64	96.37%
Contracts-Water Analysis	19,300	19,300	14,355	4,945	74.38%
Contracts-Wetland Mitigation	23,893	23,893	31,235	(7,342)	130.73%
Contracts-Landscape	178,452	178,452	178,452	-	100.00%
Contracts-Canal Maint/Cleaning	39,255	39,255	39,255	-	100.00%
Contracts-Railroad Crossing	18,552	18,552	18,552	-	100.00%
Electricity - General	12,000	12,000	8,322	3,678	69.35%
R&M-General	15,000	15,000	-	15,000	0.00%
R&M-Canals	16,000	16,000	-	16,000	0.00%
R&M-Fertilizer	10,000	10,000	-	10,000	0.00%
R&M-Grounds	30,000	30,000	38,633	(8,633)	128.78%
R&M-Irrigation	30,000	30,000	31,751	(1,751)	105.84%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
R&M-Mulch	25,000	25,000	-	25,000	0.00%
R&M-Trees and Trimming	30,000	30,000	8,290	21,710	27.63%
R&M-Mitigation	13,000	13,000	4,500	8,500	34.62%
R&M-Railroad Crossing	-	-	515	(515)	0.00%
Misc-Hurricane Expense	11,000	11,000	-	11,000	0.00%
Total Field	572,877	572,877	475,221	97,656	82.95%
TOTAL EXPENDITURES	723,417	723,417	617,431	105,986	85.35%
Excess (deficiency) of revenues					
Over (under) expenditures	38,293	38,293	162,591	124,298	n/a
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	38,293	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	38,293	-	-	-	0.00%
Net change in fund balance	\$ 38,293	\$ 38,293	\$ 162,591	\$ 124,298	n/a
FUND BALANCE, BEGINNING (OCT 1, 2018)	849,209	849,209	849,209		
FUND BALANCE, ENDING	\$ 887,502	\$ 887,502	\$ 1,011,800		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0.00%
Special Assmnts- Tax Collector	217,556	217,556	217,556	-	100.00%
Special Assmnts- Discounts	(8,702)	(8,702)	(8,300)	402	95.38%
TOTAL REVENUES	208,854	208,854	209,256	402	100.19%
<u>EXPENDITURES</u>					
<u>Administration</u>					
Misc-Assessmnt Collection Cost	2,176	2,176	2,094	82	96.23%
Total Administration	2,176	2,176	2,094	82	96.23%
<u>Debt Service</u>					
Debt Retirement - Other	209,992	209,992	210,044	(52)	100.02%
Total Debt Service	209,992	209,992	210,044	(52)	100.02%
TOTAL EXPENDITURES	212,168	212,168	212,138	30	99.99%
Excess (deficiency) of revenues					
Over (under) expenditures	(3,314)	(3,314)	(2,882)	432	86.96%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	(3,314)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(3,314)	-	-	-	0.00%
Net change in fund balance	\$ (3,314)	\$ (3,314)	\$ (2,882)	\$ 432	86.96%
FUND BALANCE, BEGINNING (OCT 1, 2018)	2,882	-	2,882		
FUND BALANCE, ENDING	\$ (432)	\$ (3,314)	\$ -		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ 45	\$ 45	0.00%
Special Assmnts- Tax Collector	96,718	96,718	96,718	-	100.00%
Special Assmnts- Discounts	(3,869)	(3,869)	(3,690)	179	95.37%
TOTAL REVENUES	92,849	92,849	93,073	224	100.24%
<u>EXPENDITURES</u>					
<u>Administration</u>					
ProfServ-Trustee Fees	8,742	8,742	9,106	(364)	104.16%
Misc-Assessmnt Collection Cost	967	967	931	36	96.28%
Total Administration	9,709	9,709	10,037	(328)	103.38%
<u>Debt Service</u>					
Debt Retirement Series B	5,000	5,000	5,000	-	100.00%
Debt Retirement - Other	68,660	68,660	69,422	(762)	101.11%
Interest Expense Series B	8,060	8,060	8,060	-	100.00%
Total Debt Service	81,720	81,720	82,482	(762)	100.93%
TOTAL EXPENDITURES	91,429	91,429	92,519	(1,090)	101.19%
Excess (deficiency) of revenues Over (under) expenditures	1,420	1,420	554	(866)	39.01%
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating Transfers-Out	-	-	(407)	(407)	0.00%
Contribution to (Use of) Fund Balance	1,420	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	1,420	-	(407)	(407)	-28.66%
Net change in fund balance	\$ 1,420	\$ 1,420	\$ 147	\$ (1,273)	10.35%
FUND BALANCE, BEGINNING (OCT 1, 2018)	14,688	14,688	14,688		
FUND BALANCE, ENDING	\$ 16,108	\$ 16,108	\$ 14,835		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ 18,300	\$ 18,300	0.00%
TOTAL REVENUES	-	-	18,300	18,300	0.00%
<u>EXPENDITURES</u>					
<u>Construction In Progress</u>					
Construction in Progress B	-	-	4,507,458	(4,507,458)	0.00%
Total Construction In Progress	-	-	4,507,458	(4,507,458)	0.00%
TOTAL EXPENDITURES	-	-	4,507,458	(4,507,458)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	-	(4,489,158)	(4,489,158)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>					
Interfund Transfer - In	-	-	407	407	0.00%
TOTAL FINANCING SOURCES (USES)	-	-	407	407	0.00%
Net change in fund balance	\$ -	\$ -	\$ (4,488,751)	\$ (4,488,751)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2018)	-	-	7,095,109		
FUND BALANCE, ENDING	\$ -	\$ -	\$ 2,606,358		

**Beacon Lakes
Community Development District**

Supporting Schedules

September 30, 2019

Non-Ad Valorem Special Assessments
(Miami-Dade County - Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2019

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION BY FUND		
					General Fund	2003 Debt Service Fund	2007 Debt Service Fund
Assessments Levied				\$ 1,106,159	\$ 791,885	\$ 217,556	\$ 96,718
Allocation %				100%	71.59%	19.67%	8.74%
10/19/18	\$ 3,486	\$ 195	\$ 35	\$ 3,716	\$ 2,660	\$ 731	\$ 325
11/20/18	18,881	795	191	19,866	14,222	3,907	1,737
11/30/18	459,849	19,354	4,645	483,848	346,380	95,162	42,306
12/10/18	269,089	11,325	2,718	283,132	202,690	55,686	24,756
12/21/18	225,116	9,475	2,274	236,864	169,568	46,586	20,710
01/14/19	39,577	1,236	400	41,213	29,504	8,106	3,603
03/08/19	14,326	146	145	14,617	10,464	2,875	1,278
04/09/19	8,852	-	89	8,941	6,401	1,759	782
05/09/19	6,911	-	70	6,981	4,998	1,373	610
06/24/19	7,222	(314)	73	6,981	4,998	1,373	610
TOTAL	\$ 1,053,308	\$ 42,212	\$ 10,639	\$ 1,106,159	\$ 791,885	\$ 217,556	\$ 96,718

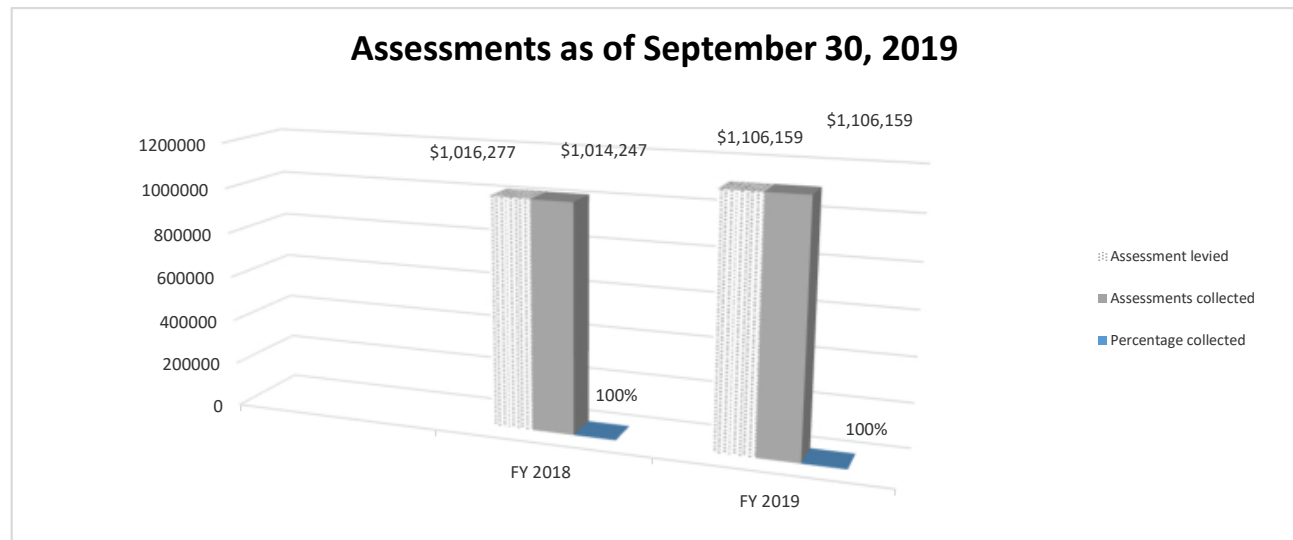
% COLLECTED

100.0%

100.0%

100.0%

100.0%



Cash & Investment Report
September 30, 2019

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Operating - Super Checking Non-Profit Account	CenterState	0.00%	45,271
		Subtotal	<u>45,271</u>
Certificate of Deposit-365 Days 10/11/19 maturity	CenterState	1.00%	187,134 (1)
Public Funds Money Market Account	BankUnited	1.50%	829,561
		Subtotal	<u>1,016,695</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2007B Acquisition & Construction Acct	U.S. Bank	0.05%	2,606,358
Series 2007B Reserve Account	U.S. Bank	0.05%	9,219
Series 2007B Revenue Acct	U.S. Bank	0.05%	7
		Subtotal	<u>2,615,584 (2)</u>
		Total	<u><u>\$ 3,677,550</u></u>

NOTE 1 - MIAMI-DADE COUNTY LETTER OF CREDIT REQUIREMENT. NOT NEEDED AFTER MATURITY DATE.

NOTE 2 - U.S. BANK OPEN ENDED MONTHLY COMMERCIAL PAPER MANUAL SWEEP.

Beacon Lakes CDD

Bank Reconciliation

Bank Account No. 5106 CenterState Bank GF
Statement No. 09-19
Statement Date 9/30/2019

G/L Balance (LCY)	45,270.93	Statement Balance	109,611.45
G/L Balance	45,270.93	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	109,611.45
Subtotal	45,270.93	Outstanding Checks	64,340.52
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	45,270.93	Ending Balance	45,270.93
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
2/19/2019	Payment	2764	DEA SOUTH FL LLC	45,895.34	0.00	45,895.34
2/19/2019	Payment	2765	DEA SOUTH FL LLC	3,215.63	0.00	3,215.63
5/22/2019	Payment	2808	GREENSCAPE LANDSCAPE MAINT CORP	5,761.88	0.00	5,761.88
9/20/2019	Payment	2867	SUPERIOR LANDSCAPING	4,101.83	0.00	4,101.83
9/23/2019	Payment	2868	GREENSCAPE LANDSCAPE MAINT CORP	5,365.84	0.00	5,365.84
Total Outstanding Checks.....				64,340.52		64,340.52

Series 2007 Special Assessment Bonds

1. Recap of Capital Project Fund Activity Through September 30, 2019

Opening Balance in Construction Account 8/20/2007		\$	22,835,770
Source of Funds: Interest Earned			858,302
Transfer from Series 2003 Redemption Fund 08/20/07			142,159
Developer construction reimbursement to CDD	10/10/2008		53,369
Mitigation Credit fr Codina Development	8/27/2009		233,750
Transfer to Series 2007A (FPL Broker Commission)	8/27/2013		(142,159)
CSX material credit	9/4/2014		731
Transfer from 2003 Construction Account			1,355,213
Transfer from 2007 A Reserve Account			134,514
Transfer from 2007 B Reserve Account			55,695
Disbursements:			
	To Vendors		22,731,180
	Cost of Issuance		188,904
Adjusted Balance in Construction Account @ September 30, 2019		\$	<u><u>2,606,358</u></u>

BEACON LAKES

Community Development District

Payment Register by Bank Account

For the Period from 8/01/2019 to 9/30/2019

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>BANKUNITED - MMA - (ACCT# XXXXX2467)</u>									
Check	131	08/07/19	Vendor	BEACON LAKES CDD	080519 2467	REPLENISH CASH	Due From Other Funds	131000	\$100,000.00
Check	132	09/16/19	Vendor	BEACON LAKES CDD	09112019 2467	REPLENISH CASH BEFORE YEAR END	Cash with Fiscal Agent	103000	\$70,000.00
Account Total									\$170,000.00

CENTERSTATE BANK GF - (ACCT# XXXXX5106)

Check	2850	08/06/19	Vendor	DIGITAL ASSURANCE	44477	ANNUAL DISSEMINATION	ProfServ-Dissemination Agent	001-531012-51301	\$1,500.00
Check	2851	08/06/19	Vendor	BILLING, COCHRAN, & RAMSEY	157100	LEGAL SERVICE FOR 6/12-7/1/19	ProfServ-Legal Services	001-531023-51401	\$495.00
Check	2852	08/06/19	Vendor	KLEINFELDER	001227621	MITIGATION MONITORING 11/26-12/30/18	R&M-Mitigation	001-546100-53901	\$1,500.00
Check	2853	08/07/19	Vendor	GREENSLEEVES, INC	16346	AUG MITIGATION	Contracts-Wetland Mitigation	001-534049-53901	\$2,602.95
Check	2854	08/09/19	Vendor	AMERICAN TRACK GENERATIONS LLC	AR19-1211	7/19 SIGNAL MAINT	Contracts-Railroad Crossing	001-534122-53901	\$1,546.00
Check	2855	08/13/19	Vendor	SUPERIOR LANDSCAPING	57790	6/19 LANDSCAPE MAINT-CANAL	Contracts-Canal Maint/Cleaning	001-534115-53901	\$4,101.83
Check	2855	08/13/19	Vendor	SUPERIOR LANDSCAPING	58319	7/19 LANDSCAPE MAINT-CANAL	Contracts-Canal Maint/Cleaning	001-534115-53901	\$4,101.83
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19170	8/19 LANDSCAPE MAINT	R&M-Grounds	001-546037-53901	\$1,100.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18917	6/19 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$14,871.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18821	TRIMMING OF ROYAL PALMS	R&M-Trees and Trimming	001-546099-53901	\$6,090.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18823	INSTALLATION OF PLANTS	R&M-Grounds	001-546037-53901	\$4,369.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18820	INSTALLATION OF PLANTS	R&M-Grounds	001-546037-53901	\$7,179.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18700	5/19 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$14,871.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18996	7/19 LANDSCAPE EXPANSION AREA	R&M-Grounds	001-546037-53901	\$1,100.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18995	7/19 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$14,871.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18918	6/19 LANDSCAPE EXPANSION AREA	R&M-Grounds	001-546037-53901	\$1,100.00
Check	2856	08/13/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	18701	5/19 LANDSCAPE EXPANSION AREA	R&M-Grounds	001-546037-53901	\$1,100.00
Check	2857	08/20/19	Vendor	INFRAMARK, LLC	43642	AUG MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,695.67
Check	2857	08/20/19	Vendor	INFRAMARK, LLC	43642	AUG MGMT FEES	Postage and Freight	001-541006-51301	\$8.00
Check	2857	08/20/19	Vendor	INFRAMARK, LLC	43642	AUG MGMT FEES	Printing and Binding	001-547001-51301	\$74.30
Check	2857	08/20/19	Vendor	INFRAMARK, LLC	43642	AUG MGMT FEES	Office Supplies	001-551002-51301	\$44.00
Check	2857	08/20/19	Vendor	INFRAMARK, LLC	43642	AUG MGMT FEES	Misc-Web Hosting	001-549915-51301	\$125.00
Check	2858	08/27/19	Vendor	BILLING, COCHRAN, & RAMSEY	157528	LEGAL SERVICE 7/19	ProfServ-Legal Services	001-531023-51401	\$1,892.50
Check	2859	09/04/19	Vendor	DEA SOUTH FL LLC	ESCDD-072219	FY 2019 SERIES 2003 DUE TO LANDOWNERS	Due to Landowners	206005	\$47,138.87
Check	2860	09/04/19	Vendor	DEA SOUTH FL LLC	072219	FY 2019 SERIES 2007 DUE TO LANDOWNERS	Due to Landowners	206005	\$3,716.61
Check	2861	09/04/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19169	9/19 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$14,871.00
Check	2861	09/04/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19249	IRR REPRS	R&M-Irrigation	001-546041-53901	\$980.35
Check	2862	09/10/19	Vendor	ALVAREZ ENGINEERS, INC.	5196	ENGINEERING SERVICE FOR 1/19-3/22/19	ProfServ-Engineering	001-531013-51501	\$5,605.70
Check	2862	09/10/19	Vendor	ALVAREZ ENGINEERS, INC.	5195	ENGINEERING SERVICE FOR 7/19	ProfServ-Engineering	001-531013-51501	\$8,252.50

BEACON LAKES **Community Development District**

Payment Register by Bank Account

For the Period from 8/01/2019 to 9/30/2019

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Check	2863	09/20/19	Vendor	AMERICAN TRACK GENERATIONS LLC	AR19-1466	8/19 SIGNAL MAINTENANCE/INSPECTION	Contracts-Railroad Crossing	001-534122-53901	\$1,546.00
Check	2864	09/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19297	9/19 LANDSCAPE MAINT	R&M-Grounds	001-546037-53901	\$1,100.00
Check	2864	09/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19296	9/19 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$14,871.00
Check	2865	09/20/19	Vendor	GREENSLEEVES, INC	16372	9/19 WETLAND MITIGATION	Contracts-Wetland Mitigation	001-534049-53901	\$2,602.95
Check	2866	09/20/19	Vendor	INFRAMARK, LLC	44541	MANAGEMENT FEES FOR 9/19	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,695.67
Check	2866	09/20/19	Vendor	INFRAMARK, LLC	44541	MANAGEMENT FEES FOR 9/19	Postage and Freight	001-541006-51301	\$8.00
Check	2866	09/20/19	Vendor	INFRAMARK, LLC	44541	MANAGEMENT FEES FOR 9/19	Printing and Binding	001-547001-51301	\$2.15
Check	2866	09/20/19	Vendor	INFRAMARK, LLC	44541	MANAGEMENT FEES FOR 9/19	Misc-Web Hosting	001-549915-51301	\$125.00
Check	2867	09/20/19	Vendor	SUPERIOR LANDSCAPING	58637	8/19 CANAL MAINT	Contracts-Wetland Mitigation	001-534049-53901	\$4,101.83
Check	2868	09/23/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19374	MOWING OVERGROWN AREAS	R&M-Grounds	001-546037-53901	\$4,950.00
Check	2868	09/23/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19372	9/19 IRRIGATION COMMON AREAS	R&M-Irrigation	001-546041-53901	\$415.84
Check	2869	09/26/19	Vendor	ALM MEDIA, LLC	10000424231-0911	NOTICE OF FY20 MEETINGS	Legal Advertising	001-548002-51301	\$92.83
ACH	DD1208	08/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	072519-89141 ACH	71720-89141 6/25-7/25/19	Electricity - General	001-543006-53901	\$22.24
ACH	DD1209	08/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	072519-46545 ACH	04897-46545 6/25-7/25/19	Electricity - General	001-543006-53901	\$385.64
ACH	DD1210	08/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	072519-41012 ACH	13125-41012 6/25-7/25/19	Electricity - General	001-543006-53901	\$75.56
ACH	DD1211	08/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	072519-06312 ACH	90864-06312 6/25-7/25/19	Electricity - General	001-543006-53901	\$17.05
ACH	DD1212	08/05/19	Vendor	FLORIDA POWER AND LIGHT- ACH	072519-63214 ACH	73162-63214 6/25-7/25/19	Electricity - General	001-543006-53901	\$11.05
ACH	DD1213	08/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	072519-05229 ACH	04825-05229 6/25-7/25/19	Electricity - General	001-543006-53901	\$23.40
ACH	DD1214	09/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	082619-05229 ACH	04825-05229 7/25-8/26/19	Electricity - General	001-543006-53901	\$103.71
ACH	DD1215	09/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	082619-06312 ACH	90864-06312 7/25-8/26/19	Electricity - General	001-543006-53901	\$17.33
ACH	DD1216	09/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	082619-41012 ACH	13125-41012 7/25-8/26/19	Electricity - General	001-543006-53901	\$92.27
ACH	DD1217	09/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	082619-46545 ACH	04897-46545 7/25-8/26/19	Electricity - General	001-543006-53901	\$441.06
ACH	DD1218	09/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	082619-63214 ACH	73162-63214 7/25-8/26/19	Electricity - General	001-543006-53901	\$11.05
ACH	DD1219	09/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	082619-89141 ACH	71720-89141 7/25-8/26/19	Electricity - General	001-543006-53901	\$22.97
Account Total									\$205,637.71

Total Amount Paid	\$375,637.71
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Total Amount Paid - Breakdown by Fund	
Fund	Amount
General Fund - 001	324,782.23
Series 2003 Debt Service Fund - 201	47,138.87
Series 2007 Debt Service Fund - 202	3,716.61
Total	375,637.71

7D.

**BEACON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 9/30/19

The Board hereby assigns the FY 2019 Reserves as follows:

Operating Reserve	\$180,854
Capital Reserve – Irrigation System	\$ 72,277

7E.



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

September 4, 2019

Beacon Lakes Community Development District
c/o Inframark Infrastructure Management Services
210 North University Drive, Suite 702
Coral Springs, FL 33071

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Beacon Lakes Community Development District, which comprise governmental activities, a discretely presented component unit and each major fund for the General Fund as of and for the year ended September 30, 2019 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2019.

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

The Responsibility of the Auditor

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

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

Beacon Lakes Community Development District
September 4, 2019
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In making our risk assessments, we consider internal control relevant to Beacon Lakes Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

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

The funds that you have told us are maintained by Beacon Lakes Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund 201
3. Debt Service Fund 202
4. Capital Projects Fund 301
5. Capital Projects Fund 302

Beacon Lakes Community Development District
September 4, 2019
Page 3

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

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

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

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

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

Beacon Lakes CDD
September 4, 2019
Page 4

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

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

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

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

Records and Assistance

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

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

Beacon Lakes Community Development District
September 4, 2019
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

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

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2018, will not exceed \$5,000, unless the scope of the engagement is changed, the assistance which Beacon Lakes Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case, we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

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

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

Beacon Lakes Community Development District
September 4, 2019
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Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Beacon Lakes Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Beacon Lakes Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Beacon Lakes Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of Beacon Lakes Community Development District's financial statements. Our report will be addressed to the Board of Beacon Lakes Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Beacon Lakes Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines & Frank and Beacon Lakes Community Development District, superseding all proposals, oral or written, and all other communication, with respect to the terms of the engagement between the parties.



Beacon Lakes Community Development District
September 4, 2019
Page 7

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

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
J. W. GAINES, CPA

Confirmed on behalf of the addressee:

_____, _____



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

System Review Report

To the Directors

November 2, 2016

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

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

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

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

Baggett, Reutimann & Assoc.

Baggett, Reutimann & Associates, CPAs, PA

(BERGER_REPORT16)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 4, 2019)**

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

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

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

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

**INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES
210 NORTH UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FL 33071
TELEPHONE: 954-603-0033
EMAIL: _____**

Auditor: J.W. Gaines

District: Beacon Lakes CDD

By: _____

By: _____

Title: Director

Title: _____

Date: September 4, 2019

Date: _____

Eighth Order of Business

SERVICE AGREEMENT
(Crossing Signal Maintenance and Inspections)

THIS SERVICE AGREEMENT (this "Agreement") is entered into as of February 1, 2018, by and between **BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (hereinafter referred to as "District") and **C.J. BRIDGES RAILROAD CONTRACTOR, LLC**, a Florida limited liability company, whose principal address is 415 N. Prairie Industrial Parkway, Mulberry, FL 33860 and whose mailing address is P.O. Box 676, Mulberry, FL 33860 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, District has the full right and authority to enter into this Agreement and all actions necessary to do so have been duly taken; and

WHEREAS, District desires to have Contractor provide the services set forth below for the property owned by the District or which the District is responsible for maintaining, as described on Exhibit A (the "Property"), and Contractor is willing to provide such services on the terms and conditions set forth in this Agreement and Contractor's proposal dated January 8, 2018, attached hereto and made a part hereof as Exhibit B (the "Proposal"); and

WHEREAS, Contractor represents that it possesses the necessary equipment, skill, labor, materials, and expertise to perform the Services, as later defined; and

WHEREAS, Contractor acknowledges that District has entered into a separate agreement with a project manager (the "Project Manager") to manage this Agreement on behalf of the District.

NOW, THEREFORE, in consideration of the mutual promises herein contained, District and Contractor agree as follows:

1. **Services to be Performed.** Contractor shall perform the services described on Exhibit B attached hereto and made a part hereof (the "Recurring Services") for the Property in accordance with the schedule and in the manner specified in Exhibit C and any other Non-Recurring services as requested from time to time, the Recurring Services and the Non-Recurring Services being collectively defined as and referred to as the "Services." The Services shall be performed in a manner keeping with the character and quality of the Property and shall conform to all rules and regulations promulgated by District from time to time. Contractor has carefully examined the Property and improvements identified in Exhibit A, where Services are to be provided and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions so that all costs pertaining to the provision of such Services have been included in the Contractor's Proposal and the Consideration referenced in Paragraph 2 of this Agreement. For purposes of this Agreement, the Project Manager is currently Prologis Management Incorporated. District agrees to provide notice to Contractor within a reasonable time after the appointment of, hiring of, or contracting with a new Project Manager. In connection with the Services provided by Contractor pursuant to this Agreement, Contractor shall furnish to the Project Manager inspection reports or detailed site visit reports, as the case may be within five (5) business days of each visit to the Property.

2. **Consideration.** In consideration of Contractor's providing the Services, District shall pay Contractor monthly the amount set forth on Exhibit A. Contractor shall send the Project Manager a bill each month for Services rendered for the previous month together with any back-up documentation reasonably requested by District or Project Manager. District shall pay such bill to the extent payment is due and owing under the terms of this Agreement within thirty (30) days after receipt. If this Agreement commences on a day other than the first day of a month or terminates on a day other than the last day of a month, the amount set forth on Exhibit A shall be prorated for the month in which the Agreement commences or the month in which the Agreement terminates, as the case may be. Any additional compensation for additional duties or work shall be paid only if Contractor has first obtained prior written authorization from the District Manager or Project Manager before initiating such work. The District is exempt from federal excise and Florida sales taxes.

JHL 3-6-18

Exemption numbers will be provided to the Contractor upon request. All sales and excise taxes shall be paid by and be the responsibility of the Contractor.

3. **Term.** The term of this Agreement shall commence on the date set forth on Exhibit A and shall continue thereafter until the (1st) anniversary of the date of this Agreement unless earlier terminated by either party as set forth below. The Agreement shall thereafter continue to automatically renew for renewal terms of one year each, unless otherwise terminated as provided for herein. District may terminate this Agreement at any time, for convenience and at District's discretion by giving Contractor thirty (30) days' prior written notice of such termination. Contractor may terminate this Agreement at any time by giving District ninety (90) days' prior written notice of such termination. In addition, either party may terminate this Agreement on thirty (30) days' prior written notice if the other party is in default hereunder and such default is not cured within such thirty (30) day period.

4. **Personnel.** Contractor shall supply an adequate number of employees who have been thoroughly trained by Contractor and are competent to perform the Services required hereunder. All employees used by Contractor in providing the Services shall be bondable and have been screened by Contractor in order to prevent the use of persons with criminal records, past employment troubles or similar problems. The personnel provided shall be supervised and directed by a supervisor approved by District, who shall be trained and duly qualified to act in such capacity. All personnel shall be properly uniformed or suitably attired as approved by District. Contractor agrees to maintain good order and shall be responsible for the good behavior of its employees while on the Property. In the event that District in the exercise of its reasonable discretion shall deem an employee unacceptable or unsatisfactory, Contractor shall remove such employee from the work force assigned to the Property and shall supply a replacement therefore reasonably acceptable to District.

5. **Employee Obligations.** In no event shall District or Project Manager be deemed the employer of Contractor's employees or have any obligations with respect to such employees. Contractor agrees that it is solely responsible for all payments due or to become due to all its employees or material suppliers, including the withholding and payment of appropriate taxes and the compliance with any and all worker's compensation laws or other employer obligations or requirements with respect to its employees.

6. **Supplies and Equipment.** Any and all supplies, equipment, uniforms and materials which may be necessary to perform the services required hereunder shall be furnished by Contractor at no additional cost or charge to District. All such material and supplies shall be of first quality only and shall meet the specifications, if any, set forth in Exhibit B and in Exhibit C. In no event shall Contractor use hazardous or dangerous materials on the Property without the prior written consent of District or Project Manager. Contractor agrees to pay promptly for all materials furnished or labor performed in connection with its work under this Agreement. Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties (defined below) from and against and to keep the Property free and clear of any and all claims, liens and liabilities (including costs, expenses and attorneys' fees, paralegals' fees and disbursements of defending such claims) ("Claim(s)") arising or alleged to have arisen from any Claim by any laborer, materialmen or subcontractor for materials furnished or labor performed in connection with the Services. Contractor agrees to execute such affidavits, lien waivers and similar documents as may be required by the District or Project Manager incident to the making of payments to Contractor under this Agreement.

7. **Compliance with Laws and Regulations.** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations in connection with the performance of its services and obligations under this Agreement and shall, at its expense, obtain all licenses and permits required in order to perform the Services at the Property. Without limiting the foregoing, Contractor shall be responsible for causing all Services to be performed in compliance with the Occupational Safety and Health Act of 1980 and similar laws, and Contractor shall be solely responsible for the health and safety of all persons providing the Services. Contractor shall immediately notify District and Project Manager if Contractor receives notice of the violation of any laws, ordinances, rules or regulations in the performance of the Services and shall cause such violation to be immediately corrected.

8. **Indemnity.** To the fullest extent permitted by law, Contractor shall fully protect, indemnify, and save harmless and defend District, Project Manager, and their respective direct and indirect owners, and any of each of their respective past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, employees, agents, incorporators, affiliates or representatives (collectively the "Indemnified Parties"), from and against any and all losses, costs, damages, injuries, liabilities, liens, demands or penalties of every nature whatsoever, including court costs and reasonable attorneys' fees, arising out of

JAL 3-6-18

claims by third parties and resulting from: (a) any act or omission or negligence of Contractor or its subcontractors or their agents or employees; (b) any breach of this Agreement by Contractor or any of its subcontractors; or (c) an infringement of any patent arising out of or in connection with the performance of the Services or the use of materials and equipment furnished for or in connection with the Services. Nothing herein shall constitute a waiver or the protections and immunities afforded District, its officials, employees, agents, and officers under Section 768.28, Florida Statutes.

9. **Waiver.** To the extent permitted by law, Contractor waives any and all claims by Contractor and its subcontractors for damage to property suffered or incurred by Contractor or its subcontractors in connection with this Agreement or the performance of the Services. District waives any and all claims for damage to the Property arising out of the acts or omissions of Contractor and its subcontractors in the performance of the Services to the extent such damage is covered by Contractor's insurance.

10. **Protection of Property and Public.**

(a) Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

(b) Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Services, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

(c) Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

(d) Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

11. **Insurance.** Contractor shall at all times carry and maintain, at the Contractor's sole expense:

(a) workers' compensation insurance covering all of its employees in the amount required by applicable statute and Employers Liability coverage of at least \$100,000 each accident, \$100,000 disease – each employee and \$500,000 disease – policy limit. Such insurance shall contain a waiver of subrogation by the insurer in favor of the District;

(b) commercial general liability including premises operations, independent contractors completed operations and blanket contractual liability with combined single limits for bodily injury and property damage of not less than the applicable amounts in connection with the Service performed hereunder as more fully described on the attached Exhibit D. Such liability insurance shall be endorsed to name District and Project Manager as additional insured; be underwritten on an occurrence and not a claims-made basis; and must serve as primary insurance for the District or Project Manager and any insurance carried by District and Project Manager shall be excess and noncontributory; and

(c) automobile liability insurance including owned, hired and non-owned automobiles with combined single limits for bodily injury and property damage of not less than \$500,000 per occurrence.

Any company writing any of the Contractor's insurance policies shall have an A.M. Best rating of not less than A-VIII. Before Contractor performs work at or on the Property or delivers materials to the Property, Contractor

JH 3-6-18

shall furnish District with certificates of insurance and said certificates shall provide that insurance will not be cancelled or reduced without thirty (30) days prior written notice to District and Project Manager. Contractor shall maintain all of the foregoing insurance coverage in full force and effect until the Services are fully completed. The requirements for carrying the foregoing insurance shall not derogate from the provision for indemnification of District or Project Manager by Contractor.

12. **Assignments: Binding Effect.** This Agreement may not be assigned by Contractor nor may Contractor subcontract or delegate any of the Services without the prior written consent of District. District may, at any time, assign this Agreement to any successor or assign without the consent of Contractor.

13. **Notices.** All notices or other writing in this Agreement provided to be given shall be deemed to have been fully given, made or sent (i) two (2) business days after being deposited in the United States mail, certified or registered, and postage prepaid, (ii) upon delivery if delivered by hand or by a nationally recognized overnight courier service, and (iii) upon telecopied confirmation of receipt if sent by facsimile with a copy sent by U.S. Mail. All notices to the Contractor shall be sent to the address as listed on page 1 of the Agreement, and all notices to District shall be sent to Beacon Lakes Community Development District, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, Attention: District Manager, with a copies to Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Sixth Floor, Fort Lauderdale, Florida 33301, Attention: Dennis E. Lyles, Esq. and to: Prologis Management Incorporated, 8355 NW 12th Street, Doral, Florida 33126. The address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice given by such party as above described. Contractor shall, upon written request of District or Project Manager at any time and from time to time, furnish a statement as to the then current amount owed by District to Contractor under this Agreement.

14. **Relationship of the Parties.** Contractor is an independent contractor. Under no circumstance shall Contractor in the performance of its obligations hereunder be deemed or considered to be acting as a servant, agent, employee, partner or joint venturer of District or Project Manager and in no event shall Contractor have any right or authority to act on behalf of or bind District or Project Manager.

15. **Audit: Records Retention.**

(a) District shall have the right to audit the books, records, and accounts of Contractor related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

(b) Contractor shall preserve and make available, at reasonable times for examination and audit by District, all records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by District to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for District's disallowance and recovery of any payment upon such entry.

(c) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

TH 3.6.18

duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

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

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

INFRAMARK, LLC
210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071
TELEPHONE: (954) 603-0033
EMAIL: Sandra.DeMarco@inframark.com

16. **Conflicts.** Should there be a conflict between this Agreement and any of the exhibits attached hereto, this Agreement shall control. No contrary provisions in any invoices or other documents shall have any force or effect.

17. **Amendments.** This Agreement may only be amended by a written agreement signed by District and Contractor, and no action or inaction shall be deemed to be a waiver of or amendment to any of the terms hereof.

18. **Severability.** If any of the provisions in this Agreement are held to be unenforceable, the remaining provisions in this Agreement shall remain in full force and effect.

19. **Choice of Law.** This Agreement shall be construed and enforced in accordance with the laws of the state where the Property is located.

20. **Settlement of Claims.** All claims against Contractor or the Indemnified Parties relating to the Property which are covered in whole or in part by insurance shall be forwarded by Contractor to District and Project Manager, and if requested by District, to the appropriate insurer with a copy to Project Manager. The defense of actions against any of the Indemnified Parties (including, without limitation, any aspect of any negligence claim against any of the Indemnified Parties or as to which the insurance company denies coverage or "reserves rights" as to coverage) shall be fully coordinated with District and designated counsel shall be selected and approved by District unless counsel shall have been designated by the insurance carrier defending the claim against Contractor, and/or any of the Indemnified Parties.

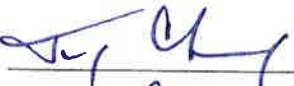
21. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this

Handwritten: JWC 3-6-18

Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect, followed in priority by Exhibit A, Exhibit C, Exhibit D, and Exhibit B, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

**C.J. BRIDGES RAILROAD CONTRACTOR, LLC, a
Florida limited liability company**

Signature: 
 Name: Tommy Chumcey
 Title: President
 Address: P.O. Box 676
Mulberry, FL 33860
 Date: 3.6.18

**BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT,
a local unity of special purpose government established pursuant
to Chapter 190, Florida Statutes**


By: 
 Print Name: SCOTT GREGORY
 Its: Chairman
 Date: 3-12-18

EXHIBIT A

A. CONTRACTOR: C.J. BRIDGES RAILROAD CONTRACTOR, LLC

B. MAILING ADDRESS OF CONTRACTOR: P.O. BOX 676, Mulberry, FL 33860

C. PROPERTY NAME AND ADDRESS – RECURRING SERVICES:

Beacon Lakes Community Development District	NW 17 th Street and NW 127 th Avenue Miami, FL 33182 – DOT 928526S	Inspection, Maintenance, and FRA compliance testing in connection with railroad crossing maintenance/compliance.
Beacon Lakes Community Development District	NW 12 Street and NW 127 th Avenue Miami, FL 33182 (inactive crossing)	Battery Test and report any findings each month

D. COMMENCEMENT: February 1, 2018

E. EXPIRATION: One (1) year from commencement, with automatic one (1) year renewals, unless terminated earlier.

F. COMPENSATION/FREQUENCY OF RECURRING SERVICES: Cost Per Month

Monthly Cost: \$1,546.00	Annually \$18,552.00
Total Cost Per Month \$1,546.00	Total Annual \$18,552.00

COMPENSATION/FREQUENCY OF NON-RECURRING SERVICES:

See hourly rates

G. ADDRESS OF DISTRICT: 210 N. University Drive, Suite 702, Coral Springs, Florida 33071

H. ADDRESS OF PROJECT MANAGER: 8355 NW 12th Street, Doral, FL 33126

**I. DISTRICT CONTACT AND PHONE NUMBER:
Ken Cassel, District Manager (954) 753-5841**

**J. PROJECT MANAGER CONTACT AND PHONE NUMBER:
Karley Megrew (305) 477-8700**

EXHIBIT B Proposal



January 8, 2018

Ms. Karley Megrew
Prologis, Inc.
Miami, FL
Via E-mail (Kmegrew@prologis.com)

RE: Signal Maintenance and Inspection Quote

Dear Ms. Megrew:

Enclosed you will find our quote to perform the monthly signal maintenance for the two crossings located in Miami, FL property. We offer 24/7 "around-the-clock" service in case of emergency crossing signal malfunction. The following is a brief description of our crossing signal inspection services along with charges that would apply to the track and signal equipment that is Prologis' maintenance responsibility:

Crossing Signal Inspection & Monthly Maintenance/Testing

We offer crossing signal preventative maintenance monthly and emergency repairs on an "as needed" basis. As a rule, monthly maintenance is required on all signalized crossings to satisfy FRA, CSXT and FDOT requirements. Regularly scheduled maintenance is a must to insure the batteries, which are the only source of backup power, are properly maintained, supplying the correct voltage, gates and lights are functioning properly and that damage due to normal "wear and tear" and vandalism is kept to a minimum.

Preventative maintenance consists of checking the voltage in all relays and batteries, "watering" the batteries (unless they are maintenance free), checking each individual track circuit for proper operation, testing all circuits for train movements in each direction, testing, cleaning lenses and adjusting all lights for proper intensity and focus, checking all track components (insulated joints, bond wires, cable connections, AC/DC converters, etc.) for proper voltage and connections, replacing minor items such as light bulbs, cleaning in and around the control cabinet, maintenance of all equipment (greasing, painting, weed control as needed) and most importantly maintaining written reports (original in control cabinet, copy to customer, copy at our office) in a form acceptable to all of the regulatory agencies. These records must be available in the individual control cabinets to validate inspection and testing results in case of incident or random inspection by FRA or the DOT.

Our signal repair service is available "around the clock" in case of crossing malfunction, lightning strike or vandalism to the equipment; however, keep in mind our home office is in central Florida, approximately 4 hours away from these crossings (traffic permitting), so the fastest we will be able to respond is a minimum of 4-6 hours from when we receive the call.

Given only one of your crossings is considered active and the other is considered "inactive" or out of service, we will only be performing the entire scope of work detailed above (inspection and preventative maintenance) for the active 17th Street crossing. For the inactive crossing, we will check the voltage on the batteries and can communicate any issues found with you, but no inspection report will be generated and/or kept in the cabinet or on file.

Prologis, Inc.
Signal Maintenance and Inspection Quote
Page 2

Charges for Prologis Track & Signal Services

Furnish 1 Signal Technician w/Service Truck and Tools to perform preventative maintenance on the NW 17th Street Crossing as outlined above and per FRA requirements. While on site, we will check the voltage of the batteries in the NW 127th Avenue crossing that is considered "inactive" and report to you any batteries we feel are running low.

ESTIMATED COST -----\$1,546.00/month

This price is based on the estimated "portal to portal" time required to complete all maintenance and inspections and various materials used on routine maintenance.

Under normal operating conditions, the monthly charges will not exceed this amount and may be reduced if no adjustments are needed and the maintenance and testing require less time.

If problems are found and the repairs are extensive, Prologis' designated representative would be contacted as to their extent and estimated cost prior to the repairs being made. The following are our current hourly rates for the signal inspection & maintenance service personnel and equipment:

HOURLY RATES FOR SIGNAL MAINTENANCE AND/OR REPAIR

Signal technician w/Service Truck and Tools @ \$92.16/hour S.T.
\$116.49/hour O.T.
\$120.80/hour Holidays

Additional technician (if required for extensive repairs) @ \$48.66/hour S.T.
\$72.99/hour O.T.
\$97.32/hour Holidays

Unless extensive repairs or testing require the assistance of another technician, the regular inspections and testing will be performed by a single technician.

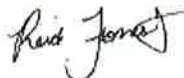
All parts will be invoiced on a "Cost Plus" basis. Should an extensive repair require additional labor, delivery or equipment (crane, backhoe, delivery truck, etc.), these items would be invoiced based on our current railroad maintenance labor and equipment hourly rate sheet for the calendar year utilized.

All work performed will be invoiced "Portal to Portal" with all labor, equipment and materials itemized on the invoice. Labor rates include all safety training, insurance, fringes and taxes.

Pricing can be held until December 31, 2018 where we will need to re-evaluate the quote based on our most current rates. If you have any questions regarding our inspection, railroad repair or signal maintenance service or if the you would like to schedule any of these services, please contact the undersigned at (863) 425-4561.

Sincerely,

C.J. BRIDGES RAILROAD CONTRACTOR, INC.



Reid Forrest
Superintendent

EXHIBIT C

(Recurring Services)

Furnish 1 Signal Technician w/Service Truck and Tools to perform preventative maintenance on the NW 17th Street Crossing as outlined above and per FRA requirements. While on site, we will check the voltage of the batteries in the NW 127th Avenue crossing that is considered "inactive" and report to you any batteries we feel are running low.

ESTIMATED COST -----\$1,546.00/month

EXHIBIT D

VENDORS/CONTRACTORS CATEGORIZED BY MINIMUM LIABILITY LIMIT REQUIREMENT:

\$1,000,000 per occurrence / \$1,000,000 aggregate:

Carpet and tile installers	Office Equipment Services
Drywall	Painters
Framers	Parking lot sweepers
Landscapers	Snow removal contractors
Lawn service	Tree installers
Low risk property maintenance services	

\$1,000,000 per occurrence / \$2,000,000 aggregate:

Concrete floor sealers	Plumbers
Housekeeping/janitorial	Security guards
HVAC contractors (installation and repair)	Sign companies and light post maintenance
Locksmith	Trash removers
Paving contractors	Window cleaners (single story -- no mechanical equipment)

\$2,000,000 per occurrence / \$3,000,000 aggregate:

Concrete / masonry
Mudjackers
Pesticide services
Scaffolding
Welders

\$3,000,000 per occurrence / \$3,000,000 aggregate:

Alarm monitoring companies
Cable companies (interior)
Metal cleaners and Finishers
Sprinkler system service and repair
Window cleaners (roof mounted or mechanized ground base equipment)

\$5,000,000 per occurrence / \$5,000,000 Aggregate:

Asbestos abatement / hazardous material removal
Electrical maintenance
Elevator / escalator service and maintenance
Overhead and revolving door services

\$7,000,000 per occurrence / \$7,000,000 Aggregate:

Cable companies (exterior)
Roofers

Additional requirements:

Auto liability \$500,000 combined single limit

Worker's Compensation – state statutory limits and waiver of subrogation

District and Project Manager listed as additionally insured on commercial general liability

Project name(s) & address to be listed in “Description of Operations”

Maximum deductible for any of the above insurance coverage: \$25,000

Insurer must have Best Rating of A-VIII or greater

8A.

**FIRST AMENDMENT TO SERVICE AGREEMENT
(CROSSING SIGNAL MAINTENANCE AND INSPECTIONS)**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (the “First Amendment”) is entered into as of the ____ day of _____, 2019 (the “Effective Date”), by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the “District”);

and

AMERICAN TRACK GENERATIONS, LLC, a Delaware limited liability company authorized to do business in the State of Florida, d/b/a **AMERICAN TRACK**, f/k/a C.J. Bridges Railroad Contractor, LLC, whose principal address is 2488 Golden Triangle Boulevard, Fort Worth, Texas 76177, whose local address is 415 N. Prairie Industrial Parkway, Mulberry, Florida 33860, and whose mailing address is P.O. Box 676, Mulberry, Florida 33860 (the “Contractor”).

WHEREAS, Contractor and District entered into a Service Agreement (Crossing Signal Maintenance and Inspections), dated February 1, 2018, with respect to the provision of maintenance and inspections of the railroad crossings throughout the District (the “Agreement”); and

WHEREAS, Contractor and District have agreed to amend the Agreement to acknowledge the merger of C.J. Bridges Railroad Contractor, LLC and American Track Generations, LLC, by which American Track Generations, LLC is the surviving entity, to update the Agreement accordingly, and to update the Project Manager.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. Pursuant Articles of Merger submitted to the State of Florida in accordance with Section 605.1025, Florida Statutes, the parties acknowledge and agree that C.J. Bridges Railroad Contractor, LLC has merged with American Track Generations, LLC, and that the correct and legal name of the Contractor entity under this Agreement shall be AMERICAN TRACK GENERATIONS, LLC.

SECTION 3. Section 1, entitled “**Services to Be Performed**” of the Agreement is hereby amended as follows:

1. **Services to be Performed.** Contractor shall perform the services described on Exhibit B attached hereto and made a part hereof (the “Recurring Services”) for the Property in accordance with the schedule and in the manner specified in Exhibit C and any other Non-Recurring services as requested from time to time, the Recurring Services and the Non-Recurring Services being collectively defined as and referred to as the “Services.” The Services shall be performed in a manner keeping with the character and quality of the Property and shall conform to all rules and regulations promulgated by District from time to time. Contractor has carefully examined the Property and improvements identified in Exhibit A, where Services are to be provided and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions so that all costs pertaining to the provision of such Services have been included in the Contractor’s Proposal and the Consideration referenced in Paragraph 2 of this Agreement. For purposes of this Agreement, the Project Manager is currently Prologis Management, ~~Incorporated~~ LLC. District agrees to provide notice to Contractor within a reasonable time after the appointment of, hiring of, or contracting with a new Project Manager. In connection with the Services provided by Contractor pursuant to this Agreement, Contractor shall furnish to the Project Manager inspection reports or detailed site visit reports, as the case may be within five (5) business days of each visit to the Property.

SECTION 4. Section 13, entitled “**Notices**” of the Agreement is hereby amended as follows:

13. Notices. All notices or other writing in this Agreement provided to be given shall be deemed to have been fully given, made or sent (i) two (2) business days after being deposited in the United States mail, certified or registered, and postage prepaid, (ii) upon delivery if delivered by hand or by a nationally recognized overnight courier service, and (iii) upon telecopied confirmation of receipt if sent by facsimile with a copy sent by U.S. Mail. All notices to the Contractor shall be sent to the address as listed on page 1 of the Agreement, and all notices to District shall be sent to Beacon Lakes Community Development District, 210 N. University Drive, Suite 702, Coral

Springs, Florida 33071, Attention: District Manager, with a copies to Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Sixth Floor, Fort Lauderdale, Florida 33301, Attention: Dennis E. Lyles, Esq. and to: Prologis Management, Incorporated LLC, 8355 ~~SW~~ NW 12th Street, Doral, Florida 33126, Attention: Beacon Lakes CDD Project Manager. The address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice given by such party as above described. Contractor shall, upon written request of District or Project Manager at any time and from time to time, furnish a statement as to the then current amount owed by District to Contractor under this Agreement.

SECTION 5. Exhibit A to the Agreement is updated to change the Contractor and Project Information contained therein, which Exhibit A is attached hereto and made a part of this First Amendment and Agreement.

SECTION 6. Except as otherwise set forth in this First Amendment, all other terms of the original Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date.

CONTRACTOR:

AMERICAN TRACK GENERATIONS, LLC, a Delaware corporation authorized to do business in the State of Florida

Signature: _____

Name: _____

Title: _____

Address: _____

Date: _____, 2019

DISTRICT:

**BEACON LAKES COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose government
established pursuant to Chapter 190, Florida Statutes**

By: _____

Print name: _____

Its: _____

Date: _____, 2019

EXHIBIT A

A. CONTRACTOR: AMERICAN TRACK GENERATIONS, LLC, d/b/a AMERICAN TRACK

B. MAILING ADDRESS OF CONTRACTOR: P.O. BOX 676, Mulberry, FL 33860

C. PROPERTY NAME AND ADDRESS – RECURRING SERVICES:

Beacon Lakes Community Development District	NW 17 th Street and NW 127 th Avenue Miami, FL 33182 – DOT 928526S	Inspection, Maintenance, and FRA compliance testing in connection with railroad crossing maintenance/compliance.
Beacon Lakes Community Development District	NW 12 Street and NW 127 th Avenue Miami, FL 33182 (inactive crossing)	Inspection, Maintenance, and FRA compliance testing in connection with railroad crossing maintenance/compliance.

D. COMMENCEMENT: February 1, 2018

E. EXPIRATION: One (1) year from commencement, with automatic one (1) year renewals, unless terminated earlier.

F. COMPENSATION/FREQUENCY OF RECURRING SERVICES: Cost Per Month

Monthly Cost: \$1,546.00	Annually \$18,552.00
Total Cost Per Month \$1,546.00	Total Annual \$18,552.00

COMPENSATION/FREQUENCY OF NON-RECURRING SERVICES: N/A

G. ADDRESS OF DISTRICT: 210 N. University Drive, Suite 702, Coral Springs, Florida 33071

H. ADDRESS OF PROJECT MANAGER: 8355 NW 12th Street, Doral, FL 33126

**I. DISTRICT CONTACT AND PHONE NUMBER:
Ken Cassel, District Manager (954) 753-5841**

**J. PROJECT MANAGER CONTACT AND PHONE NUMBER:
Prologis Management, LLC (305) 477-8700**

Ninth Order of Business



P.O. Box 35-0095
 MIAMI, FLORIDA 33135-0095
 OFFICE: 305-634-0717 FAX: 305-634-0744
 E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

LANDSCAPING MAINTENANCE AGREEMENT

Date: September 4, 2019

Contract Submitted To: Beacon Lakes Community Development District
 210 N. University Drive, Suite 702
 Coral Springs, FL 33071
 Attn: District Manager

Job Site: (Option #2)
 ROW'S (117 PL 25th St to 12th St)
 Miami, FL 33126

This **Landscaping Maintenance Proposal and Agreement** (hereinafter "Agreement") is made this _____ day of _____, 2019, by and between Superior Landscaping & Lawn Service, Inc whose address is P.O. Box 35-0095, Miami, Florida 33135-0095 (hereinafter, "Superior"), and **Beacon Lakes Community Development District**, whose address is **210 N. University Drive, Suite 702 Coral Springs, FL 33071**

(hereinafter, "Client").

1. Specification of services.

2.1 Mowing – 32 X per year

- A. The mowing cycle consists of **Thirty-two (32) times per year.**
- A. All leaves, litter and debris shall be removed from grass before mowing.
- B. All mowers blades shall be sharp enough to cut, rather than tear, grass blades.
- C. Mowing shall not be performed when weather or other conditions would cause damaged turf.
- D. All mowers are to be adjusted to the proper cutting height and level; to be measured from level grade surface to the parallel and level plane of the mower blade.

2.2 Edging – 32 x per year

- A. After each mowing, use a mechanical edger to edge to a neat uniform vertical line all grass abutting curbs, sidewalk, driveways, flush-paved surfaces, etc., as well as shrubs, ground covers beds, hedges, trees, etc.



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 MIAMI, FLORIDA 33135-0095
 OFFICE: 305-634-0717 FAX: 305-634-0744
 E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

2.3 Weed Control - 32 x per year

- A. Weed control will be performed on planted beds and tree wells by means of manual, mechanical and/or chemical means.

2.4 Litter Control - 32 x per year

- A. Litter and debris generated by contractors from the landscape maintenance service will be removed on every visit.
- B. Remove litter from street, walkways, planted beds and other adjacent surfaces on the same day as mowed.

2.5 Pruning Shrubs and Ground Cover Plants Bed Area Maintenance

- A. All shrubs and ground cover plants growing in the work areas shall be pruned, as required, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, street, and view of signs up to 6' height.
- B. Bed Area Maintenance: The Contractor shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged, and kept weed free at all times.
- C. Shrubs: All shrub material shall be pruned **at least once per month** to insure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.
- D. Ground cover: All groundcover material shall be pruned **at least once per month** to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept inbounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

2.6 Fertilizer Program

- A. The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.



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 MIAMI, FLORIDA 33135-0095
 OFFICE: 305-634-0717 FAX: 305-634-0744
 E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

- B. Palms: The fertilizer for all palms shall meet proper horticultural standards with a complete fertilizer **two (2) times yearly** using a complete, slow release fertilizer with minor elements.
- C. Turf: Fertilize turf **two (2) times per year** with N<P<K that are appropriate for the time of year and results of soil testing, as applicable.
- D. Shrubs & Groundcover: Shrubs and groundcover areas will be fertilized **two (2) times per year** with an 8-10-10 formulated sulfur coated, slow release with micronutrients in a water soluble form, applied according to label rates.

All applications will be made in an even, uniform manner by competent personnel as stated by Manufacturer's instructions.

Contractor will perform watering of any fertilizer applied as required by Manufacturer's instructions.

2.7 Irrigation- 12 x per year

- A. The timers will be checked **once per month**. The Contractor will also, **once per month**, fully operate all the irrigation zones and clean all irrigation heads, line, valves, valve boxes, filters and controllers as needed.
- B. Any form of damage to the irrigation system will be reported to the Client immediately upon discovery. The cost for repairs is not included and will be considered reimbursable upon Owner's approval.

NOTE: Excluded from this contract is the following:

- **Holiday & weekends are not included in this agreement**

We hereby propose to furnish labor completely in accordance with the above specifications, for the sum of: \$5,444.67 per month at a yearly rate of: \$65,336.00



P.O. Box 35-0095
 MIAMI, FLORIDA 33135-0095
 OFFICE: 305-634-0717 FAX: 305-634-0744
 E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

WITNESSETH

WHEREAS, the Client wishes to contract with Superior to perform landscaping maintenance and other services as described herein;

WHEREAS, Superior agrees to provide landscaping maintenance and other services, as described herein;

WHEREAS, Superior is providing this proposal and the terms and conditions therein to the Client with the intention that if executed, this proposal shall be controlling agreement between the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Job Site.** Superior will service: NW 177th Place / Telemundo Way, starting at NW 25th Street, NW 22nd Street, NW 21st Street, NW 20th Street, NW 17th Street, NW 119th Court, NW 118th Place and the offsite roads (NW 14th Street & NW 22nd Avenue) ending at 12th Street. Also, two retention areas off NW 117th Place / Telemundo Way (Folio#30-3936-008-0030 & 30-3936-008-0010)
2. **Proposal.** This proposal is valid for thirty (30) days. Sizes are based on current availability and are subject to change based on project execution timeline. This proposal, if accepted and executed by both parties in a timely fashion, subject to the limitations stated herein, will constitute the Agreement between the parties with the terms and conditions of this document.
3. **Term of Agreement.** This Agreement, if accepted is effective on _____, **2019**. The Agreement is for the term of one (1) year. This contract will automatically renew for an additional (2) two years after the completion of (1) year term.
4. **Proposed Fee and Payment Schedule.** In consideration for performance of the Services by Superior as stated herein, Superior hereby proposes the yearly rate of **\$65,336.00**. This amount will be divided into monthly payments of **\$5,444.67** and paid to Superior within thirty (30) days of the invoice date each month regardless of which services are performed.
5. **Cancellation Notice.** Upon written sixty (60) day notice either party will have the right to terminate this agreement at any time. Should the party cancel prior to the end of the month, the full or prorated amount owed to Superior shall be due within (7) days of the cancellation notice. Prorated amounts shall be calculated using (30) days month.



P.O. Box 35-0095
 MIAMI, FLORIDA 33135-0095
 OFFICE: 305-634-0717 FAX: 305-634-0744
 E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

6. **Indemnification.** The Client indemnifies and holds harmless the Superior, its directors, officers, owners, members, managers, shareholders, employees and agents from any and all claims, losses, liabilities, obligations, demands, actions, judgments, suits, and related costs and expenses of any nature whatsoever including reasonable attorney's fees, arising in any way from the willful misconduct or negligence of the Client, Client's guests, employees, agents, tenants, subtenants, owners or anyone directly or indirectly associated with the Client or Client's property pursuant to this Agreement.

7. **Dispute Resolution.** Any dispute, claim or controversy of any kind between the parties arising out of this Agreement or involving the interpretation or application of any provision of this Agreement shall be submitted to arbitration in Miami-Dade County, Florida, in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association; provided that (a) each party shall be required to submit its proposed resolution of such dispute, claim or controversy in writing to the arbitrator; (b) the arbitrator shall be required to render a decision adopting in full one or the other of such proposed resolutions, and no compromises or alternative resolution shall be allowed or considered by the arbitrator. The parties shall jointly agree on an arbitrator. If the parties are unable to agree in good faith within thirty (30) days on the selection of an arbitrator, either party may request appointment of an arbitrator by the American Arbitration Association. The arbitration decision shall be final and binding on both parties. The costs of arbitration (arbitration fees, location costs, etc.) are to be shared by both parties equally, provided that the arbitrator may choose to award the costs of arbitration against the losing party if the arbitrator determines that the final position urged by the losing party was not reasonable. The prevailing party shall be entitled to reasonable attorney fees. If any court action is necessary to enforce this Agreement, the prevailing party will be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which the party may be entitled.

8. **Notice.** Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed to the party's address specified in this Agreement or such other address as either party may specify in writing. Notice is effective upon receipt.

9. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement between the parties with respect to the subject matter hereof. There are no other agreements, promises, or undertakings between the parties, except as specifically set forth herein. This Agreement supersedes any prior written or oral agreements between the parties.



P.O. Box 35-0095
 MIAMI, FLORIDA 33135-0095
 OFFICE: 305-634-0717 FAX: 305-634-0744
 E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

10. **Modification.** No alterations, changes, modifications or amendments shall be made to this Agreement except in writing and signed by the parties hereto.
11. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. **Headings.** The headings contained in this Agreement are strictly for convenience and shall not be used to construe meaning or intent.
13. **Waiver.** The failure of the Superior to require strict compliance with the performance of any obligations and/or conditions of this Agreement shall not be deemed a waiver of the Superior's right to require strict compliance in the future or construed as consent to any breach of the terms of this Agreement.
14. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Upon occurrence of any force majeure event, the party relying upon this provision shall give written notice to the other party of its inability to perform or of delay in completing its obligations.

An "act of God" or "force majeure" is defined for purposes of this Agreement as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather), acts of the public enemy, terrorists (foreign or domestic), wars, insurrections and any other cause not reasonably within the control of the Superior and which by the exercise of due diligence Superior is unable, wholly or in part, to prevent or overcome.

15. **Applicable Law and Jurisdiction.** This Agreement shall be construed and governed by the laws of the State of Florida regardless of whether this Agreement is being executed by any of the parties in other states or otherwise.



P.O. Box 35-0095
 MIAMI, FLORIDA 33135-0095
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16. Assign ability and Parties of Interest. No Party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Nothing in this Agreement, express or implied, will confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.

17. Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one agreement. Use of fax, email and electronic signatures shall have the same force and effect as an original signature.

We agree to the terms and conditions of the proposal as set out above dated effective as of the last date of signature below.

Superior Landscaping & Lawn Service, Inc.

By: _____
 on behalf of Superior Date

Client: Beacon Lakes Community Development District

By: _____
 Date

Tenth Order of Business

**FIRST AMENDMENT TO SERVICE AGREEMENT
(Landscape Maintenance)**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (the “First Amendment”) is entered into as of the __ day of _____, 2019 (the “Effective Date”), by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the “District”);

and

GREENSCAPE LANDSCAPE MAINTENANCE CORP., a Florida corporation, whose principal address is 17855 SW 188th Street, Miami, Florida 33187 (the “Contractor”).

WHEREAS, the Contractor and the District entered into a Service Agreement (Landscape Maintenance), dated January 1, 2018, with respect to the provision of landscape maintenance services throughout the District (the “Agreement”); and

WHEREAS, District has a need to provide for landscape maintenance services in the Expansion Area of the District; and

WHEREAS, as a result of the expanded landscape maintenance obligations of the District and pursuant to the requirements of Section 19.033(3), Florida Statutes, the District will be soliciting competitive bids from contractors to provide all the landscape maintenance services required by the District in all District areas, inclusive of the Expansion Area; and

WHEREAS, the Contractor has agreed to provide landscape maintenance Services within the Expansion Area of the District for a period limited to four (4) months, and have agreed to furnish such services as described in Contractor’s Proposal dated August 13, 2019 (the “Additional Services Proposal”), which Additional Services Proposal is attached hereto and made a part hereof as Exhibit A-1.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. The Services to be performed under the Agreement are hereby supplemented with those additional services and work associated with the Expansion Area of the District, as more particularly described in the Additional Services Proposal. The provision of Services pursuant to the Additional Services Proposal is limited to four (4) billing months from the Effective Date of this Amendment. Upon the expiration of this four (4) month period, all Services performed pursuant to the Additional Services Proposal shall cease. Compensation for the additional services and work more particularly set forth in the Additional Services Proposal shall be \$4,500.00 in an amount not to exceed \$18,000.00.

SECTION 3. Except as otherwise set forth in this First Amendment, all other terms of the original Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this Amendment and further agree that it shall take effect as of the Effective Date.

**BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Scott Gregory, Chairman
Board of Sueprvisors

_____ day of _____, 2019

**GREENSCAPE LANDSCAPE
MAINTENANCE CORP., a Florida
corporation**

Print Name

By: _____
Print: Yosel Rodriguez
Title: President

Print Name

_____ day of _____, 2019

(CORPORATE SEAL)

Exhibit A-1

Additional Services Proposal



P.O Box 770115 Miami Fl 33177
Phone: 786-423-1507 / Fax-786-293-3441

August 13, 2019

Beacon Lakes Community Development District (Beacon Lakes CDD)
210 North University Drive, Suite 702
Coral Springs, Florida 33071

Expansion Area proposal

Proposal for landscape maintenance of expansion area. Proposal to maintain common areas for NW 177th Place/Telemundo Way starting at NW 25th Street, NW 22nd Street, NW 21st Street, NW 20th Street, NW 17th Street, NW 119th Court, NW 118th Place, and the offsite roads (NW 14th Street & NW 122nd Avenue) ending at NW 12th Street. Service includes two retention areas off of NW 117th Place/Telemundo Way (Folio #30-3936-008-0030 & 30-3936-008-0010). See Beacon Lakes CDD Boundary map by Alvarez Engineers, Inc.

- Total number of mowing included in this agreement is 32
- All shrubs shall be pruned 12 times per year.
-
- Turf shall be fertilized 3 times per year.
-
- Palms shall be fertilized 2 times per year.
-
- Trees and shrubs shall be fertilized 3 times per year.
- Irrigation system will be cleaned and adjusted 12 times a year upon inspection. Necessary repairs will be marked and brought to property managers attention. Repairs are charged at a \$45 hourly rate, not including parts.

Labor and materials outlined in agreement shall be provided in the sum of (\$54,000.00) per year in 12 monthly installments of (\$4,500.00)

Please note that any changes or additions to the specifications of this proposal may constitute an increase.

Should our proposal meet with your approval, please sign below and return a copy of this agreement to our office.

Approved By: _____ Date: _____

Title: _____

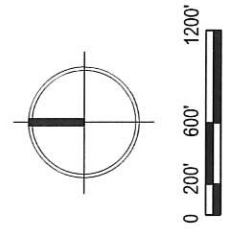
Again, thank you for the opportunity to submit this proposal. We look forward to beautifying your landscape.

Sincerely,

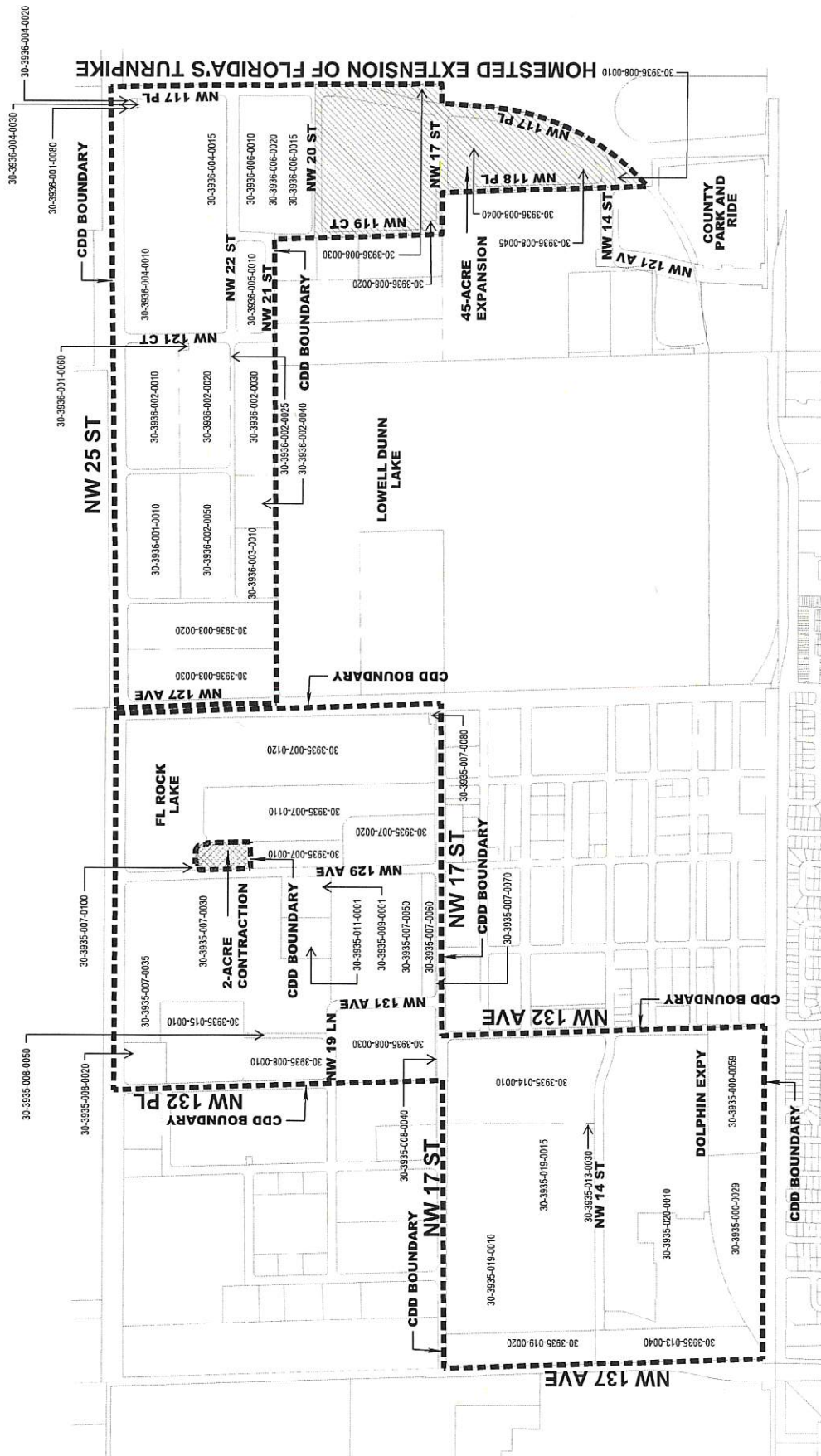
Yosel Rodriguez

Folio Number	Plat Name & Recording	Area Name	Area (Acres)	Comments
30-3935-000-0029	MDX Right of Way		10.07	
30-3935-000-0059	MDX Right of Way		10.43	
30-3935-007-0010	Beacon Lakes Phase 2, (PB 165, PG 80)	Block 2 Lot 1	3.52	
30-3935-007-0020	Beacon Lakes Phase 2, 165, 80	Block 2 Lot 2	6.49	
30-3935-007-0030	Beacon Lakes Phase 2, 165, 80	Block 3 Lot 1	34.52	
30-3935-007-0035	Beacon Lakes Phase 2, 165, 80	Northwest of Block 3 lot 1	2.15	
30-3935-007-0050	Beacon Lakes Phase 2, 165, 80	Block 3 Lot 3	16.06	
30-3935-007-0060	Beacon Lakes Phase 2, 165, 80	Preservation Area F	2.23	
30-3935-007-0070	Beacon Lakes Phase 2, 165, 80	Tract G	0.26	
30-3935-007-0080	Beacon Lakes Phase 2, 165, 80	Tract H	0.41	
30-3935-007-0100	Beacon Lakes Phase 2, 165, 80	Pump Station Tract J	0.06	
30-3935-007-0110	Beacon Lakes Phase 2, 165, 80	Preservation Area K	15.10	
30-3935-007-0120	Beacon Lakes Phase 2, 165, 80	Tract L	39.20	
30-3935-008-0010	Beacon Lakes Phase 3, 165, 87	Block 3 lot 4	4.75	
30-3935-008-0020	Beacon Lakes Phase 3, 165, 87	Block 3 Lot 5	2.52	
30-3935-008-0030	Beacon Lakes Phase 3, 165, 87	Preservation Area Tract M	10.41	
30-3935-008-0040	Beacon Lakes Phase 3, 165, 87	Preservation Area Tract N	0.15	
30-3935-008-0050	Beacon Lakes Phase 3, 165, 87	Tract O	0.54	
30-3935-009-0001	Beacon Lakes Phase 2, 165, 80	Block 3 Lot 2	2.95	
30-3935-011-0001	Beacon Lakes Phase 2, 165, 80	West of Block 3 Lot 2	2.54	
30-3935-013-0030	Beacon Lakes South, 168, 16	Tract A Pump Station	0.07	
30-3935-013-0040	Beacon Lakes South, 168, 16	Preservation Area Tract B	7.75	
30-3935-014-0010	Beacon Lakes North, 168, 37	Block 1 Lot 1	18.37	
30-3935-015-0010	Beacon Lakes Eagles, 168, 77	Tract A	9.14	
30-3935-019-0010	Beacon Lakes Northwest, 172, 37	Block 1 Lot 1 West Portion	13.05	
30-3935-019-0015	Beacon Lakes Northwest, 172, 37	Block 1 Lot 1 East Portion	30.39	
30-3935-019-0020	Beacon Lakes Northwest, 172, 37	Preservation Area Tract A	7.02	
30-3935-020-0010	Beacon Lakes Phase 2, 165, 80	Block 1 Lot 1 West Portion	12.66	
30-3935-020-0010	Beacon Lakes Phase 2, 165, 80	Block 1 Lot 2 East Portion	32.94	
30-3936-000-0031	Beacon Lakes Expansion South, 173, 64	Stiles	21.15	
30-3936-001-0010	Beacon Lakes Phase 1, 162, 52	Block 1 Lot 1	9.81	
30-3936-001-0060	Beacon Lakes Phase 1, 162, 52	Pump Station Tract A	0.06	
30-3936-001-0080	Beacon Lakes Phase 1, 162, 52	Tract C	0.01	

Folio Number	Plat Name & Recording	Area Name	Area (Acres)	Comments
30-3936-002-0010	Beacon Lakes East, 167, 10	Block 1 Lot 1	9.61	
30-3936-002-0020	Beacon Lakes East, 167, 10	Block 1 Lot 2	8.96	
30-3936-002-0025	Beacon Lakes East, 167, 10	Portion of Block 1 Lot 2	0.97	
30-3936-002-0030	Beacon Lakes East, 167, 10	Block 1 Lot 3	7.61	
30-3936-002-0040	Beacon Lakes East, 167, 10	Block 1 Lot 4	3.00	
30-3936-002-0050	Beacon Lakes East, 167, 10	Block 1 Lot 5	10.19	
30-3936-003-0010	Beacon Lakes West, 167, 13	Block 1 Lot 1	4.14	
30-3936-003-0020	Beacon Lakes West, 167, 13	Block 1 Lot 2	10.11	
30-3936-003-0030	Beacon Lakes West, 167, 13	Block 1 Lot 3	10.63	
30-3936-004-0010	Beacon Lakes Northeast, 162, 38	Left Half of Tract A	12.50	
30-3936-004-0015	Beacon Lakes Northeast, 162, 38	Right Half of Tract A	21.36	
30-3936-004-0020	Beacon Lakes Northeast, 162, 38	Tract B	0.14	
30-3936-004-0030	Beacon Lakes Northeast, 162, 38	Tract C	0.03	
30-3936-005-0010	Beacon Lakes Southeast, 172, 91	Tract A	3.83	
30-3936-006-0010	Beacon Lakes S.E. First Addition, 173, 34	Largest Section of Tract B	12.63	
30-3936-006-0015	Beacon Lakes S.E. First Addition, 173, 34	Right Half of Southeast Corner	1.10	
30-3936-006-0020	Beacon Lakes S.E. First Addition, 173, 34	Left Half of Southeast Corner	1.05	
30-3936-008-0010	Beacon Lakes Expansion South, 173, 64	Tract A	1.00	
30-3936-008-0020	Beacon Lakes Expansion South, 173, 64	Tract B	0.07	
30-3936-008-0030	Beacon Lakes Expansion South, 173, 64	Tract C	1.36	
30-3936-008-0040	Beacon Lakes Expansion South, 173, 64	Tract D Upper Piece	9.45	
30-3936-008-0045	Beacon Lakes Expansion South, 173, 64	Tract D Lower Piece	3.12	
Sub-total			459.62	
N/A	ROWs & Other Non- Assessable Areas		62.38	
Total CDD Area			522.00	



ALVAREZ ENGINEERS, INC. **BEACON LAKES C.D.D.** **BEACON LAKES PLATS**



Eleventh Order of Business

ACQUISITION AGREEMENT
(Expansion Area and Offsite Roads)

This Acquisition Agreement (the "Agreement") is made and entered into as of this _____ day of _____, 2019 (the "Effective Date"), by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the "District"); and

AMB CODINA BEACON LAKES, LLC (SERIES 1), a Delaware limited liability company, the primary developer of lands within the boundaries of the District, whose principal place of business is 1800 Wazee Street, Suite 500, Denver, Colorado 80202, and **BEACON VILLAGE, LLC**, a Delaware limited liability company, whose principal place of business is 1800 Wazee Street, Suite 500, Denver, Colorado 80202, and their successors and assigns (collectively, the "Developer").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Miami-Dade County Ordinance No. 03-105 and the boundaries were expanded and contracted pursuant to Miami-Dade County Ordinance No. 17-40; and

WHEREAS, Miami-Dade County Ordinance No. 17-45 amended the District boundary by removing a 2-acre fire station parcel and adding 45 acres of commercial land located adjacent to Florida's Turnpike and south of NW 20th Street (the "Expansion Area"), increasing the total acreage within the District from 479 acres to 522 acres (the "District Lands"); and

WHEREAS, the Developer intends to complete the public infrastructure in the Expansion Area and in the offside road rights-of-way that connect the Expansion Area with the Miami-Dade County's Park and Ride Facilities located on NW 12th Street; and

WHEREAS, the District has determined that it is in the best interests of the present and future landowners and is a special benefit to the lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the District Lands, including, without limitation, public roadways, drainage, signage, pavement markings, lighting, landscaping and irrigation improvements within the Expansion Area and with respect to the offsite road right-of-way improvements within the NW 14th Street and NW 122 Avenue rights-of-way; and related soft and incidental costs and other related improvements, which public infrastructure systems, facilities and

improvements are more specifically described in the Engineer's Report dated June 23, 2003 (the "2003 Report"), the First Supplemental Engineer's Report dated May 18, 2007 (the "2007 Report"), and the Second Supplemental Engineer's Report dated May 7, 2019 (the "2019 Report"), each been prepared by Alvarez Engineers, Inc. (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the 2003 Report, the 2007 Report and the 2019 Report are referred to as the "Engineer's Report"), and in the plans and specifications on file at the office of the District (collectively, the "2019 CIP" or the "Improvements"), which Engineer's Report and 2019 CIP plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

WHEREAS, the 2019 CIP includes, as set forth and defined in the 2019 Report, the Expansion Area Project, the Offsite Roads Project, and the Modified 2007 CIP; and

WHEREAS, the District desires to acquire from the Developer, and the Developer desires to convey to the District, on the terms and conditions set forth herein, in one or more conveyances, the Developer's rights or interest in the 2019 Report, as more particularly described in the 2019 Report attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the District has issued its Beacon Lakes Community Development District Special Assessment Bonds, Series 2003A, its Beacon Lakes Community Development District Senior Special Assessment Completion Bonds, Series 2007B, and its Beacon Lakes Community Development District Subordinate Special Assessment Bonds, Series 2007B (collectively, the "Bonds"), to finance the cost of acquisition of the Developer's rights or interest in the District's public infrastructure Project as defined in the Series 2003 Report and in the 2007 Report; and

WHEREAS, with the approval and acceptance of the 2019 Report, the District has amended District infrastructure Project to include the 2019 Report, as defined in the 2019 Report, and intends to utilize remaining proceeds from the Bonds to fund such 2019 Report;

WHEREAS, the District has issued the Bonds pursuant to a Master Trust Indenture, dated as of October 1, 2003, as supplemented by a First Supplemental Trust Indenture, dated as of October 1, 2003, and a Second Supplemental Trust Indenture, dated as of August 1, 2007, as each may be supplemented and amended from time to time (collectively, the "Indenture"), executed by and between the District and U.S. Bank National Association, as trustee and as successor to Wachovia Bank, National Association, a financial institution authorized to serve as a bond trustee in the State of Florida and approved by the District (the "Trustee"); and

WHEREAS, the District intends to utilize any remaining proceeds from the Bonds in the to finance portions of the 2019 Report with the Developer being responsible to

complete and fund the 2019 Report to the extent proceeds from the Bonds have been exhausted; and

WHEREAS, any capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Indenture or the 2019 Report; and

WHEREAS, as a condition of the District acquiring the Improvements, the Engineer will certify that the Improvements, or the portion of the Improvements, being conveyed to the District pursuant to this Agreement are part of the 2019 Report and will certify that the cost to be charged to the District for each portion of the Improvements being conveyed to the District pursuant to this Agreement does not exceed the lower of (i) the documented actual cost of such Improvements or (ii) the Engineer's estimated fair market value of such Improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

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

2. CONVEYANCE OF IMPROVEMENTS.

2.1 In accordance with the terms and conditions of this Agreement, including specifically the terms of payment set forth in Section 3 of this Agreement, the Developer shall, in one or more conveyances, convey to the District by dedication, deed, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the Improvements from time to time and as the Improvements are completed. Prior to the date of conveyance, the Developer shall provide the District with a copy of a survey and the plans and specifications describing the Improvements being conveyed, and shall provide title insurance, an attorney's opinion of title, or other evidence of title acceptable to the District and its counsel, describing the nature of Developer's rights or interest in those Improvements being conveyed, and stating that said Improvements are free and clear of all liens and encumbrances, except as provided herein and except for those encumbrances that do not impair or interfere with any functions of the District, and that all governmental approvals necessary to install the Improvements have been obtained and that the Developer is conveying the complete interest in the Improvements. The parties acknowledge and agree that certain portions of the Improvements may have been or will be constructed in rights-of-way, utility easements, common areas or areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the Improvements may be subject to certain rights of other

governmental bodies, public entities, other quasi-public organizations or the District. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights.

2.2 All terms and conditions of this Agreement apply equally to conveyances made prior to funding from proceeds of the Bonds, and the District shall make payment for such conveyances in accordance with Sections 3 below, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to receipt by the District of such funding from proceeds of the Bonds.

2.3 By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

2.4 Developer further agrees to convey such real property and interests in real property, whether by deed, easement, or otherwise, so that District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accordance with the Engineer's Report.

3. MAXIMUM PAYMENT; PAYMENT FOR IMPROVEMENTS.

3.1 The District agrees to pay the Developer, as total payment for all the Developer's rights or interest in the 2019 CIP an amount not to exceed **SEVEN MILLION SEVEN HUNDRED EIGHT-EIGHT THOUSAND AND 00/100 (\$7,788,000) DOLLARS** (the "Maximum Purchase Price"). In no event shall the district pay more than the Maximum Purchase Price for all the Improvements constituting the 2019 CIP, and in the event there are not sufficient funds from the proceeds of the Bonds to pay for the Improvements, then this Maximum Purchase Price shall be reduced to equal the amount of remaining funds available from the proceeds of the Bonds so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer. The Developer shall convey all the Improvements subject to this Agreement without further right to any additional payments for the Improvements by the District and the District's payment for same shall be in accordance with the terms of this Agreement and the Indenture and with the resolution or resolution authorizing the Bonds and the Engineer's Report. The Parties acknowledge that the Maximum Purchase Price is in excess of the amount of proceeds that are available from the District's issuance of the Bonds. As set forth in the 2019 Report, there are approximately \$5,000,000 in proceeds from the Bonds available to fund the 2019 CIP, and therefore, the Developer shall be required to fund the difference in the approximate amount of \$2,788,000.

3.2 Therefore, the District agrees to pay the Developer an amount less than the Maximum Purchase Price that shall not exceed actual cost of the Improvements constituting the 2019 CIP, with the exact purchase price to be based on the certificate of the Engineer, and which is subject to the amount of funds available to the District from the

proceeds of the Bonds to pay for the Improvements (the "Improvements Purchase Price"). The parties agree that based on the final numbers associated with the Bonds, the Improvements Purchase Price will not exceed **\$5,000,000** or the amount of funds remaining from the proceeds of the Bonds, whichever is less. The payment of the Improvements Purchase Price shall occur in the following manner:

3.2.1 Payment. From time to time subsequent to the effective date of this Agreement and subsequent to the receipt by the District of funds from proceeds of the Bonds, upon proper requisition as provided by the Indenture and upon certification by the Engineer and the Developer in accordance with Section 6 of this Agreement with respect to any portion of the Improvements to be conveyed or already conveyed, the District shall direct the Trustee to pay the Developer such certified amount in one or more installments as necessary. To the extent that there are sufficient funds available from the proceeds of the Bonds to pay for the Improvements, the District will continue to pay the Developer for certain portions of the Improvements as those portions are conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as the total Improvements Purchase Price shall have been paid to the Developer or there are no longer any funds available to the District from the proceeds of the Bonds to pay for the Improvements.

3.2.2 No Additional Payment Obligation. Nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the proceeds of the Bonds to pay for the Improvements.

3.2.3 Maximum Payment. In no event shall the District pay more than the Improvements Purchase Price for all of the Improvements, and in the event that there are not sufficient funds from the proceeds of the Bonds, as applicable to pay for Improvements, then, the Improvements Purchase Price shall be reduced to equal the amount of remaining funds available from the proceeds of the Bonds, and specifically made available pursuant to the Indenture, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements subject to this Agreement without further right to any additional payments for the Improvements. The acquisition of the Developer's rights or interest in the Improvements by the District and District's payment for same shall be in accordance with the terms of this Agreement and the Indenture and with the resolution or resolutions authorizing the Bonds.

4. CONDITION OF IMPROVEMENTS; WARRANTY. At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Improvements as provided in Section 2 above, the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer; and Developer warrants to the District, and to any government entity to which the Improvements may be conveyed by the District, that said Improvements shall

be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.

5. CERTIFICATIONS. Before any payment by the District for any portion of the Improvements, the District shall be provided with a certificate (or certificates), signed by the District's Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Improvements (based upon representations of the Developer) or (ii) the fair market value of such Improvements; (b) that said Improvements for which payment is to be made are part of the 2019 CIP; (c) that said Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for acquisition, construction, reconstruction, installation and equipping of the Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) That the Developer has paid all contracts, subcontracts and materialmen that have provided services or materials in connection with such Improvements; (f) that sufficient funds are available from the proceeds of the Bonds to acquire or construct any remaining portion of the 2019 CIP. The Developer shall also certify to the District that each payment to be received pursuant to this Agreement does not constitute a loan of the proceeds of the Bonds to the Developer.

Final completion of the Improvements is to be provided by the Developer, and such completion shall be evidenced by a certificate of completion signed by the Developer and the District's Engineer and delivered to the District.

6. COMPLETION.

6.1 The Developer covenants that it shall cause the Improvements and the 2019 CIP to be completed and conveyed and shall convey, or cause to be conveyed, any interests in real property necessary for the maintenance and operation of the Improvements or the 2019 CIP, regardless of whether the proceeds of the Bonds or other amounts available for that purpose under the Indenture are sufficient to cover the costs of such completion and such conveyances. The Developer hereby agrees to complete or cause to be completed or to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded from the net proceeds of the Bonds, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the "Remaining Improvements"), for the Improvements specially benefiting the District Lands.

6.2 The Developer acknowledges that the Maximum Purchase Price exceeds the amount of proceeds available from the Bonds, as set forth herein and in the 2019 Report.

6.3 Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements from any source other than the remaining proceeds of the Bonds.

7. SUCCESSORS. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

8. CONSTRUCTION OF TERMS. Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

9. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the District and the Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

10. CAPTIONS. The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

11. SEVERABILITY. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

12. EXECUTION OF DOCUMENTS. Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

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

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

15. AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

16. APPLICABLE LAW. This Agreement is made and shall be construed under the laws of the State of Florida.

17. SPECIFIC PERFORMANCE. In the event of the Developer's default under this Agreement, the parties agree as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of the Developer's obligations hereunder.

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

19. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding anything herein to the contrary and if any portion of the Bonds remains outstanding, the Trustee for the Bonds, on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Bondholders (as defined in the Indenture) owning a majority of

the aggregate principal amount of the Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder.

20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

21. ASSIGNMENT. This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld, and the Trustee acting at the direction of the holders owning a majority of the aggregate principal amount of the Bonds then outstanding.

22. FURTHER ASSURANCES. At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements and any real property which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of the Improvements or real property as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

23. REMEDIES. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property within the District and owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law

24. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended, or other statutes or law.

25. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or

messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Beacon Lakes Community Development District
210 N. University Drive, Suite 702
Coral Springs, Florida 33071
Attention: District Manager

With copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attention: Dennis E. Lyles, Esq.

Developer: AMB Codina Beacon Lakes, LLC (Series 1)
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attn: _____

And: Beacon Village, LLC
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attn: _____

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

Attest:

**BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice-Chairman

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Chairman/Vice-Chairman of the Board of Supervisors for **BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

**AMB CODINA BEACON LAKES, LLC,
(SERIES 1)**, a Delaware limited liability
company

**By: AMB/IMDH BEACON LAKES,
LLC**, a Delaware limited liability
company, its sole member

By: PROLOGIS, L.P., a Delaware
limited partnership, its managing
member

By: PROLOGIS, INC., a Maryland
corporation, its general partner

Witnesses:

Print Name

By: _____
Print: _____
Title: _____

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of **PROLOGIS, INC.**, a Maryland corporation, general partner of **PROLOGIS, L.P.**, a Delaware limited partnership, managing member of **AMB/IMDH BEACON LAKES, LLC**, a Delaware limited liability company, sole member of **AMB CODINA BEACON LAKES, LLC (SERIES 1)**, a Delaware limited liability company. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[SEAL]

Notary Public
Commission:

BEACON VILLAGE, LLC, a Delaware limited liability company

By: **AMB CODINA BEACON LAKES, LLC (SERIES 1)**, a Delaware limited liability company, its sole member

By: **IMD HOLDING CORPORATION**, a Delaware corporation, its sole member

Witnesses:

Print Name

Print Name

(CORPORATE SEAL)

By: _____
Print: _____
Title: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of **IMD HOLDING CORPORATION**, a Delaware corporation, sole member of **AMB CODINA BEACON LAKES, LLC (SERIES 2)**, a Delaware limited liability company, sole member of **BEACON VILLAGE, LLC**, a Delaware limited liability company. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

[SEAL]

Notary Public
Commission:

Exhibit A

Second Supplemental Engineer's Report

Beacon Lakes Community Development District

**Second Supplemental
Engineer's Report**

On the Status of the Expanded
Capital Improvement Program

Prepared for
Beacon Lakes Community Development District
Board of Supervisors
Miami-Dade County, Florida

Prepared by
Alvarez Engineers, Inc.

10305 NW 41 Street, Suite 103
Miami, FL 33178
Telephone 305-640-1345
Facsimile 305-640-1346
E-Mail Address: Info@Alvarezeng.com

**Adopted
May 7, 2019**

05/07/2019

Alvarez Engineers, Inc.**TABLE OF CONTENTS****Narrative**

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05/07/2019

Alvarez Engineers, Inc.**I. Introduction.**

On July 6, 2017, the Board of Commissioners of Miami-Dade County adopted Ordinance Number 17-40 granting approval to the petition filed by Beacon Lakes Community Development District (the "District" or "CDD") to amend its boundaries. The amendment consisted of removing a 2-acre fire station parcel belonging to Miami-Dade County located on NW 129 Avenue (the "Contraction Area"), and of incorporating into the District 45 acres of commercial land located adjacent to Florida's Turnpike and south of NW 20 Street (the "Expansion Area"). The boundary amendment increased the total area of the District from 479 to 522 acres.

The Developer intends to complete the public infrastructure in the Expansion Area and in the offsite road right of ways that connect the Expansion Area with Miami-Dade County's Park and Ride facilities located on NW 12 Street. The District intends to acquire from the Developer the completed public infrastructure in the Expansion Area and in the offsite road right of ways under a supplemental acquisition agreement.

Exhibit 1 shows the amended boundary of the District, the location of the Contraction and Expansion Areas and the offsite road right of ways that connect the District with the County Park and Ride facilities on NW 12 St.

This Second Supplemental Engineer's Report (hereinafter, the "2019 Report") describes the status of construction of the District's original public infrastructure project, as well as the status of the new infrastructure located in the Expansion Area and in the offsite road right of ways, and gives an opinion of the funds necessary to complete them.

II. The 2003 and 2007 Engineer's Reports

The Engineer's Report of June 23, 2003 (the "2003 Report") described the public infrastructure that would support the development, as contemplated at the time, within the original 479-acre District (the "2003 Capital Improvement Program" or "2003 CIP"). The 2003 Report was part of the Limited Offering Memorandum for the issuance of the District's Special Assessment Bonds, Series 2003A in the amount of \$53,570,000.

The First Supplemental Engineer's Report of May 18, 2007 (the "2007 Report") was prepared for reporting the status of the 2003 CIP in 2007, as well as to describe the configuration of the development at the time and the modifications to the original public infrastructure project, and to describe and give an opinion of the additional funds needed to complete the updated CIP. The 2007 Report described the public infrastructure in greater detail breaking it into construction phases ranging from Phase 1A through Phase 1L. This 2019 Report refers to the 2007 public infrastructure project as the "2007 CIP". The 2007 Report was used in support of the issuance of Senior Special Assessment Completion Bonds, Series 2007B in the amount of \$17,640,000 and Subordinate Special Assessment Bonds, Series 2007B in the amount of \$8,580,000.

III. The 2019 Engineer's Report.

This 2019 Report describes the 2007 CIP as modified by the development in the Expansion Area (the "Modified 2007 CIP"), the public infrastructure in the Expansion Area (the "Expansion Area Project"), and the public infrastructure located in the offsite road right of ways that connect the District with the County's Park and Ride facilities on NW 12 Street (the "Offsite Roads Project").

Together, the Modified 2007 CIP, the Expansion Area Project, and the Offsite Roads Project, are referred to in this 2019 Report, as the "2019 CIP".

This 2019 Report describes the status of construction of the 2019 CIP and gives an opinion of the costs necessary to complete the program and the sources of funds.

05/07/2019

Alvarez Engineers, Inc.**IV. Description of the 2019 CIP, Completion and Acquisition.**

- a. The Modified 2007 CIP consists of the public infrastructure in the original Phases 1A through 1L, as shown in Exhibit 2, and the addition of new public infrastructure to Phase 1L located within easements granted to the CDD and in the right of ways of NW 20 Street, NW 22 Street, NW 25 Street, NW 121 Court, NW 119 Court, and NW 117 Place. These roads right of ways are legally described in the following plats: "Beacon Lakes Northeast", recorded at PB 172, PG 38, "Beacon Lakes Southeast", recorded at PB 172, PG 91, and "Beacon Lakes Southeast First Addition", recorded at PB 173, PG 3.

The Modified 2007 CIP will be completed with existing funds available in the District's Series 2007 Capital Projects Fund Account, including acquiring the completed infrastructure in Phase 1L from the Developer under the current Acquisition Agreement for the Series 2007 Project dated August 20, 2007, since Phase 1L lies within the original boundaries of the District.

- b. The Expansion Area Project consists of public roadways, drainage, signing, pavement markings, lighting, landscaping and irrigation infrastructure as shown in Exhibit 2 within easements granted to the CDD and in the right of ways of NW 17 Street, NW 20 Street, NW 119 Court, NW 118 Place, NW 117 Place and in Tracts A and C described in the plat for Beacon Lakes Expansion South recorded at PB 173, PG 64.

The completed infrastructure of the Expansion Area Project will be acquired by the District from the Developer with available funds in the District's Series 2007 Capital Projects Fund Account, in accordance with a Supplemental Acquisition Agreement prepared by District Legal Counsel.

- c. The Offsite Roads Project consists of public roadways, drainage, signing, pavement markings, lighting, landscaping and irrigation infrastructure within the right of ways of NW 14 Street and NW 122 Avenue depicted in Exhibit 2 and legally described in the Quit-Claim Deed granted to the CDD recorded at ORB 31026, PG 3299.

The completed infrastructure of the Offsite Roads Project will be acquired by the District from the Developer with available funds in the District's Series 2007 Capital Projects Fund Account, in accordance with a Supplemental Acquisition Agreement prepared by District Legal Counsel.

V. Status of Completion of the 2019 CIP, Estimated Funds to Complete, and Sources of Funds.

The table below lists the phases of the 2019 CIP, the description and status of each phase, and the estimated funds and source to complete the capital improvement program.

Phase	Description	Status	% Compl- eted	Estimated Funds to Complete	Remarks
I. The Modified 2007 CIP					
1A	25 St from the Turnpike to W of Bldg. 9	Completed	100%	\$0	
1B	25 St from W of Bldg. 9 to 127 Ave and 127 Ave from 25 St to 17 St and 17 St from 127 Ave to 129 Ave	Completed	100%	\$0	
1C	17 St from 129 Ave to 132 PL and Loop around Block B	Completed	100%	\$0	
1D	127 Ave from 17 St to 12 St	Completed	100%	\$0	
1E	127 Ave from NW 12 St to SW 6 St	Completed	100%	\$0	

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Alvarez Engineers, Inc.

Phase	Description	Status	% Completed	Estimated Funds to Complete	Remarks
1F	121 Ct from 25 St to 21 St	Completed	100%	\$0	
1G	17 St from 131 Ave to 137 Ave	Completed	100%	\$0	
1H	137 Ave from 17 St to 12 St	Completed	100%	\$0	
1I	122 Ave from 25 St to 41 St	Under Construction	85%	\$500,000	District currently constructing NW 122 Ave. Expected completion in May of 2019
1J	132 Ave from 17 St to 836 Extension R/W	Completed	100%	\$0	
1K	14 Ave from 142 Ave to 137 Ave	Completed	100%	\$0	
1L	117 Place from 20 St to 25 St and portions of 119 Ct, 20 St, 21 St and 22 St.	Completed	100%	\$2,995,000	Completed roadway, drainage, signalization, lighting, landscaping and irrigation improvements to 22 St, 117 PL, 20 St, 119 Ct and 21 St to be acquired by the CDD from the Developer under the Acquisition Agreement of 8/20/2007
Environmental	Fla. Rock Lake, Littoral Areas, Tree Islands, Environmental Corridor, Wetland Creation Areas, Mitigation Area # 2 and Mitigation Area # 3.	Work remains to be done on Mitigation Area # 3	18%	\$25,000	All environmental areas, except Mitigation Area # 3, have been released from permit-mandated monitoring and have been transferred to CDD operations. \$25K funds are to contingencies in area # 3.
Sub-total	Estimated amount to complete the Modified 2007 CIP			\$3,520,000	

05/07/2019

Alvarez Engineers, Inc.

Phase	Description	Status	% Compl- eted	Estimated Funds to Complete	Remarks
II. The Expansion Area Project					
Expansion Area Project	Roadway, Drainage, Signing, Pavement Markings, Lighting, Landscaping and Irrigation in Public Right of Ways, Tracts and Easements.	Under Construction	85%	\$3,024,000	Completed improvements to be acquired by the CDD from the Developer under a supplemental acquisition agreement.
Sub-total	Estimated amount to complete the Expansion Area Project			\$3,024,000	
III. The Offsite Roads Project					
Offsite Roads Project	Roadway, Drainage, Signing, Pavement Markings, Lighting, Landscaping and Irrigation in the Right of Ways of 14 St and 122 Ave Connecting the Expansion Area to the County Park and Ride facilities and NW 12 St.	Under Construction	85%	\$1,244,000	Completed improvements to be acquired by the CDD from the Developer under a supplemental acquisition agreement.
Sub-total	Estimated amount to complete the Offsite Roads Project			\$1,244,000	
Total	Estimated amount to complete the 2019 CIP			\$7,788,000	
Approximate Funds Available in the District's Series 2007 Capital Projects Fund Account to Complete the 2019 CIP				\$5,000,000	
Approximate Amount to be Funded by Developer to Complete the 2019 CIP				\$2,788,000	

VI. Engineer's Certification.

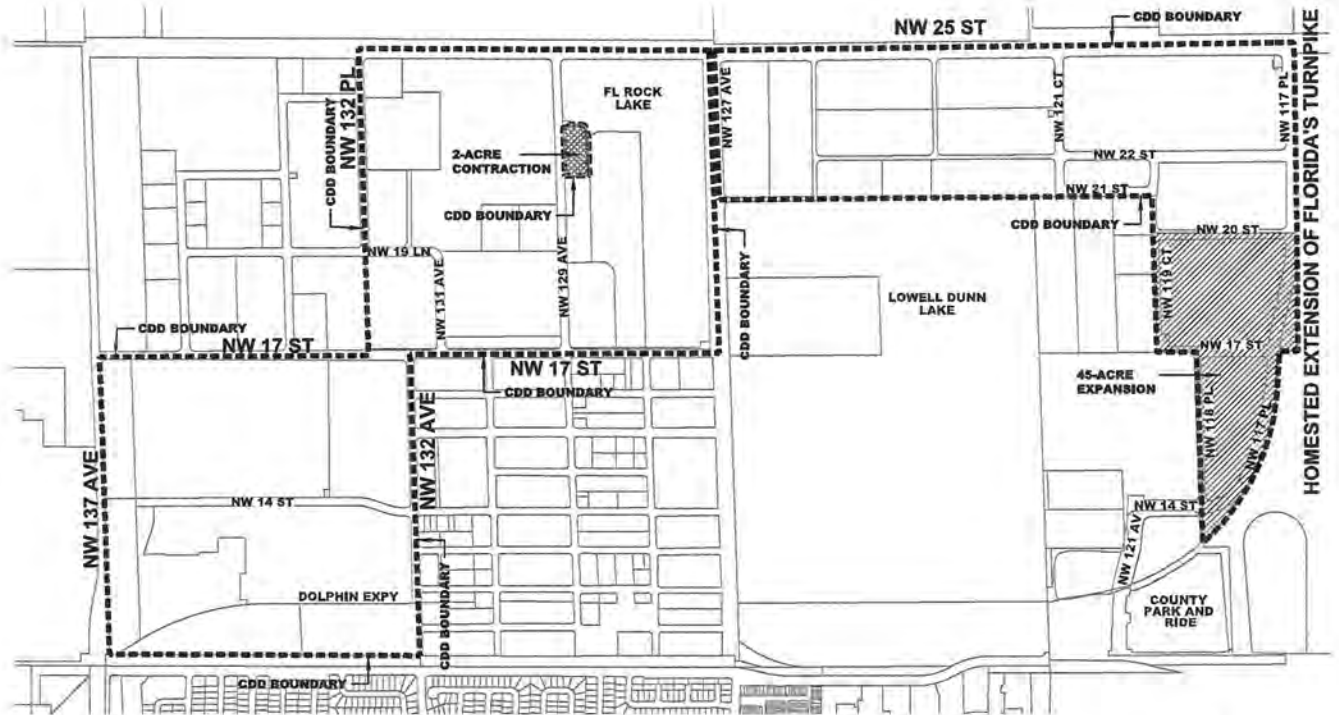
I hereby certify that the foregoing is a true and correct copy of the 2019 Report for the Beacon Lakes Community Development District.

Juan R. Alvarez, PE
 Florida Registration No. 38522
 Alvarez Engineers, Inc.
 May 7, 2019

05/07/2019

Alvarez Engineers, Inc.

EXHIBITS



CDD ACREAGE
 ORIGINAL.....479 AC.
 CONTRACTION.....(-)12 AC.
 EXPANSION.....45 AC.
 ACTUAL.....522 AC.

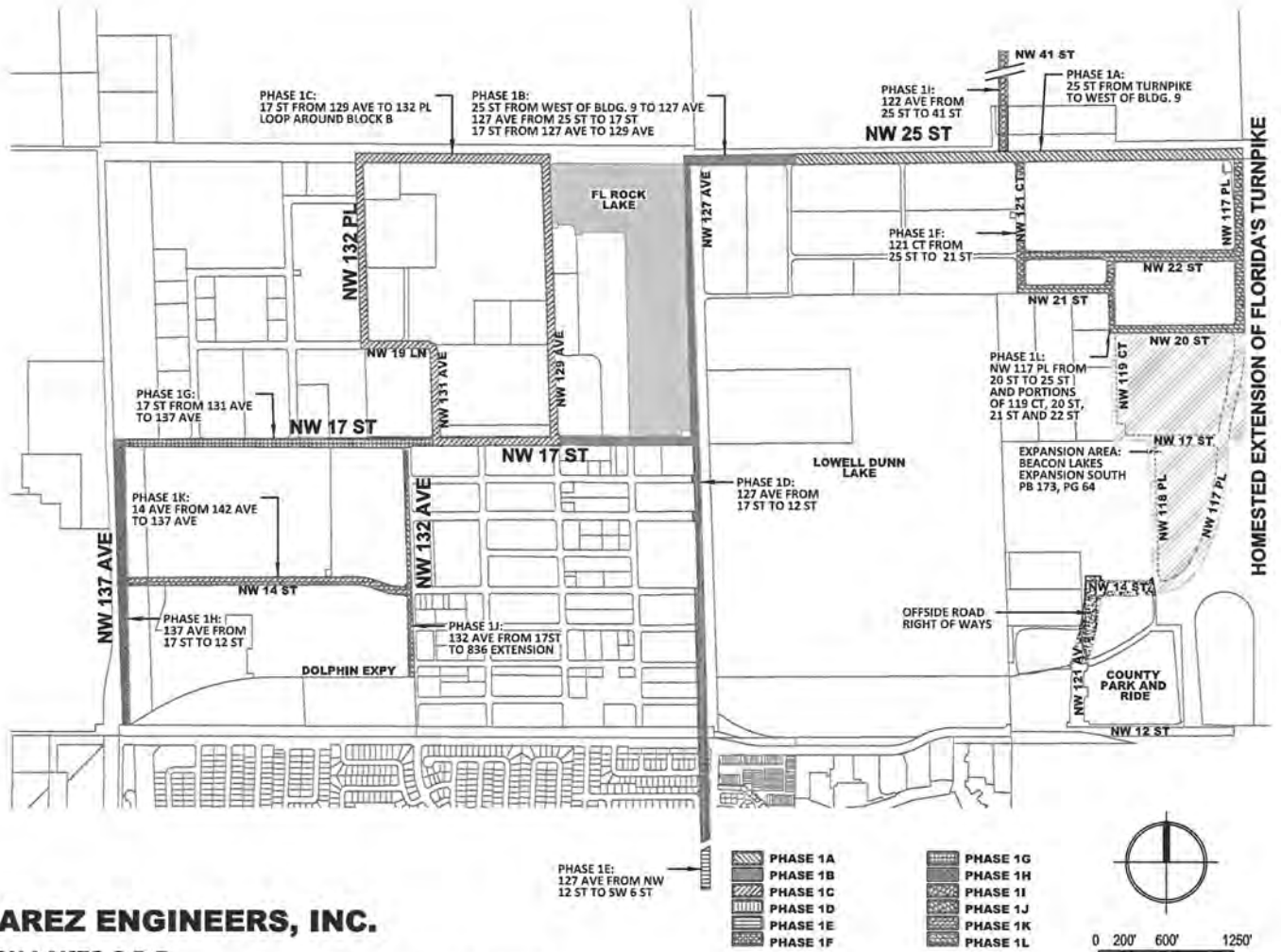
ALVAREZ ENGINEERS, INC.

BEACON LAKES C.D.D.
 CDD BOUNDARY



0 200' 600' 1250'

EXHIBIT 1



ALVAREZ ENGINEERS, INC.
BEACON LAKES C.D.D.
INFRASTRUCTURE CONSTRUCTION PHASING

EXHIBIT 2

Twelfth Order of Business

12A.

**FIRST AMENDMENT TO SERVICE AGREEMENT
(MITIGATION AREA MAINTENANCE)**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (the “First Amendment”) is entered into as of the ____ day of _____, 2019 (the “Effective Date”), by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the “District”);

and

GREENSLEEVES, INC., a Florida corporation authorized to do business in the State of Florida, whose principal address is 1970 NW 129th Avenue, Suite 101, Miami, Florida 33182 and whose mailing address is 9774 SW 60th Street, Miami, Florida 33173 (the “Contractor”).

WHEREAS, Contractor and District entered into a Service Agreement (Mitigation Area Maintenance), dated January 1, 2018, with respect to the provision of maintenance of the mitigation areas throughout the District (the “Agreement”); and

WHEREAS, Contractor and District have agreed to amend the Agreement to provide for certain one-time additional services, including, but not limited to, additional nuisance and exotic plant eradication of Category 1 plants as requested by the South Florida Water Management District, as described in the Contractor’s proposal for additional services, dated August 5, 2019 (the “Additional Services Proposal”), which Additional Services Proposal is attached hereto and made a part hereof as Exhibit A-1.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. The Services to be performed under the Agreement are hereby supplemented with those additional services and work more particularly described in the

Additional Services Proposal. Compensation for the completion of said additional services and work shall not exceed **TWENTY-ONE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 (\$21,820.00) DOLLARS** and is more particularly set forth in the Additional Services Proposal.

SECTION 3. Section 15, entitled "Audit; Records Retention," is hereby amended, in part, as follows:

...

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

**INFRAMARK, LLC
210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071
TELEPHONE: (954) 603-0031
EMAIL: ken.cassel@inframark.com**

SECTION 4. Except as otherwise set forth in this First Amendment, all other terms of the original Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date.

GREENSLEEVES, INC., a Florida corporation

CONTRACTOR **Date:** _____, **2019**

Signature: _____

Name: _____

Title: _____

Address: 9774 SW 60th Street
Miami, FL 33173

**BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT,
a local unity of special purpose government established
pursuant to Chapter 190, Florida Statutes**

By: _____

Print name: _____

Its: _____

Date: _____, 2019

Exhibit A-1

Additional Services Proposal



Proposal

August 5, 2019

Beacon Lakes Community Development District
210 N University Drive
Suite 702
Coral Springs, Florida 33071

Scope of Work

To provide Additional Nuisance and Exotic plant eradication
of Category 1 plants as requested by SFWMD
The list is published by the Florida Exotic Pest Plant Council

Location	Task	Cost
NW 14th Street---North and South Sides of Mitigation Area # 3 bordered by NW 137 ave to the West and running to the Eastern boundary of Area 3 Plant costs Included	Herbicide/remove existing foliage Replant to Plan of 6/2011 All plantings have been destroyed by others	\$9,640.00
Environmental Corridor NW 17th Street bordered by NW 129 Ave to the East and NW 132 Ave to the west Both North and South sides Replanting TBD---	Remove/treat existing Lantana/Pluchea/Jasmine/ and exotics from the buffer area as requested by SFWMD	\$5,340.00
Tree Island West of FRI lake to NW 129 Ave on the West Chara Pond on the South	Remove/Treat additional Melaleuca, Brazilian Pepper and Australian Pine to achieve 0 percent coverage as requested by SFWMD	\$6,840.00
Totals of Above		\$21,820.00

Approved By _____

12B.

**SECOND AMENDMENT AND EXTENSION TO
SERVICE AGREEMENT (Mitigation Monitoring)**

THIS SECOND AMENDMENT AND EXTENSION TO SERVICE AGREEMENT (the "First Amendment") is entered into as of the 6 day of June, 2018, by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the "District");

and

KLEINFELDER, INC., a California corporation authorized to do business in the State of Florida, whose local business address is 1907 N. U.S. Highway 301, Suite 100, Tampa, Florida 33619 (the "Consultant").

WHEREAS, Consultant and District entered into a Service Agreement (Mitigation Monitoring), dated April 23, 2015, as amended by the First Amendment to Service Agreement, dated August 4, 2017 with respect to the provision of mitigation monitoring and reporting services throughout the District (collectively, the "Agreement"); and

WHEREAS, Consultant and District have agreed to amend the Agreement to extend the term of the Agreement for an additional twelve (12) months and to provide for certain additional mitigation services, as described in the Consultant's proposal for additional services, dated May 22, 2018 (the "2018/19 Services Proposal"), which 2018/19 Services Proposal is attached hereto and made a part hereof as Exhibit A-2.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. The Services to be performed under the Agreement are hereby supplemented with those services and work more particularly described in the 2018/19 Services Proposal. Compensation for said services and work shall be as is more particularly set forth in the 2018/19 Services Proposal.

SECTION 3. Pursuant to Section 3.0 of the Agreement, entitled "Term," the term of the Agreement is hereby extended, retroactively, for an additional twelve (12) month period from April 10, 2018 through April 9, 2019. One additional one-year extension remains under this Agreement.

SECTION 4. Except as otherwise set forth in this First Amendment, all other terms of the original Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

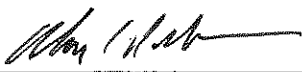
IN WITNESS WHEREOF, the parties execute this Second Amendment and Extension to Service Agreement and further agree that it shall take effect retroactively on April 10, 2018.

**BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: 
District Manager

6 day of June, 2018

**KLEINFELDER, INC., a California
corporation**

By: 
Print: Adam C. Peterson
Title: Project Manager

11th day of June, 2018

Print Name

Print Name

(CORPORATE SEAL)

Approved by Board. 6/5/18

Exhibit A-2

2018-19 Services Proposal



May 22, 2018

Via E-mail: juan.alvarez@alvarezeng.com

Beacon Lakes Community Development District
 Attention: District Engineer Juan R. Alvarez, PE
 Alvarez Engineers, Inc.
 10305 NW 41 St., Suite 103
 Doral, Florida 33178

**SUBJECT: Additional Mitigation Services- CY2018
 Beacon Lakes Mitigation Areas
 Miami-Dade County, Florida**

Dear Mr. Alvarez:

Kleinfelder is pleased to provide this proposal to assist the District Engineer for the Beacon Lakes Community Development District (Client) with additional mitigation monitoring and reporting services for the referenced project.

Project Understanding

Since 2009, Kleinfelder has performed the Beacon Lakes mitigation monitoring and reporting requirements approved under the following permits:

1. U.S. Army Corps of Engineers (Corps) Individual Permit SAJ-2002-4205.
2. South Florida Water Management District (SFWMD) Environmental Resource Permit #13-01964-P.
3. Miami-Dade County Department of Environmental Resources Management (DERM) Class IV Permit FW 01-021.

The current release status for the Beacon Lakes mitigation areas (**Attachment 1: Release Map**) is as follows:

Mitigation Area ID	Acreage	Status
Mitigation Area #1 (multiple components)		
Tree Island A	9.73	Released 2015
Tree Island B	1.26	Released 2015
Littoral Area A	7.16	Released 2015
Littoral Area B	0.14	Released 2015
Littoral Area C (Chara Pond)	1.55	Released 2015
Littoral Area D	0.18	Released 2015
Mitigation Area #2	10.42	Released 2015
Mitigation Area #3	14.41	6 th Annual Completed in 2017
Environmental Corridor	2.23	Released 2015
Wetland Creation Area	1.13	6 th Annual Completed in 2017
Total	48.21	

As detailed above, the majority of the mitigation areas were successfully released from monitoring and reporting requirements in 2015. Due to ongoing permitting activities associated with Mitigation Area #3, the two (2) remaining mitigation areas, Mitigation Area #3 and Wetland Creation Area, will not be eligible for release in 2018. As such, both the DERM quarterly inspections and the 2018 Annual Monitoring and Reporting will need to occur as required by the referenced permits.

Scope of Services

TASK I: DERM QUARTERLY INSPECTIONS

Pursuant to the DERM Class IV permit, quarterly qualitative vegetation monitoring inspections to identify nuisance/exotic vegetation encroachment are required. This task includes three quarterly inspections during 2018, beginning with Quarter 2 (April to June). As a portion of these inspections, Kleinfelder will continue to coordinate with the Maintenance Contractor under contract by the Client, Greensleeves, Inc., to ensure that the mitigation areas are maintained in a condition to enable release (<5% coverage by nuisance vegetation).

TASK II: 2018 ANNUAL MONITORING AND REPORTING

This task includes the 2018 annual monitoring events and reports required to be completed by DERM and the Corps for the remaining Beacon Lakes mitigation areas, Mitigation Area #3 and Wetland Creation Area. As the SFWMD has already released these areas, no 2018 report is required but Kleinfelder will collect the necessary data as a precaution in the case that SFWMD retroactively requests it.

Fees

Kleinfelder proposes to complete the scope of services discussed herein on a lump sum fee basis as summarized below:

Task	Description	Estimated Fee
1	DERM Quarterly Inspections	\$4,500.00
2	2018 Annual Monitoring and Reporting	\$3,000.00
Total Estimated Fees		\$7,500.00

Confidentiality

Kleinfelder will hold confidential business or technical information obtained or generated during the performance of our scope of services. We will not disclose such information without the written authorization of Client, except to the extent required for: performance of services proposed herein; compliance with professional standards of conduct for the preservation of public health, safety, and welfare; compliance with court order or government directive; and protection of Kleinfelder against claims arising from performance of the services proposed herein.

Limitations

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and

recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of issuance. It was prepared specifically for the Client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Authorization/Closing

This proposal is an agreement for our services as defined herein. If the proposed scope of services and estimated fee meet your needs, it is anticipated that we will be authorized to begin work upon receipt of a signed copy of the attached Authorization to Proceed.

If there is a need for any modification of the scope of services contemplated herein, please contact us. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes. If additional work is determined to be necessary, it will be provided as authorized through additional work orders.

We thank you again for the opportunity to submit this proposal and look forward to working on this project with you.

Sincerely,

KLEINFELDER



Adam Peterson
Project Manager



Ed Murawski
Client Account Manager

cc: File

**AUTHORIZATION TO PROCEED
ADDITIONAL MITIGATION SERVICES
BEACON LAKES
PROPOSAL FOR ENVIRONMENTAL SERVICES
(PROPOSAL #TAM18P78683)
May 22, 2018**

COMPANY: _____

AUTHORIZED BY (PRINT NAME AND TITLE): _____

SIGNATURE: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

DATE: _____

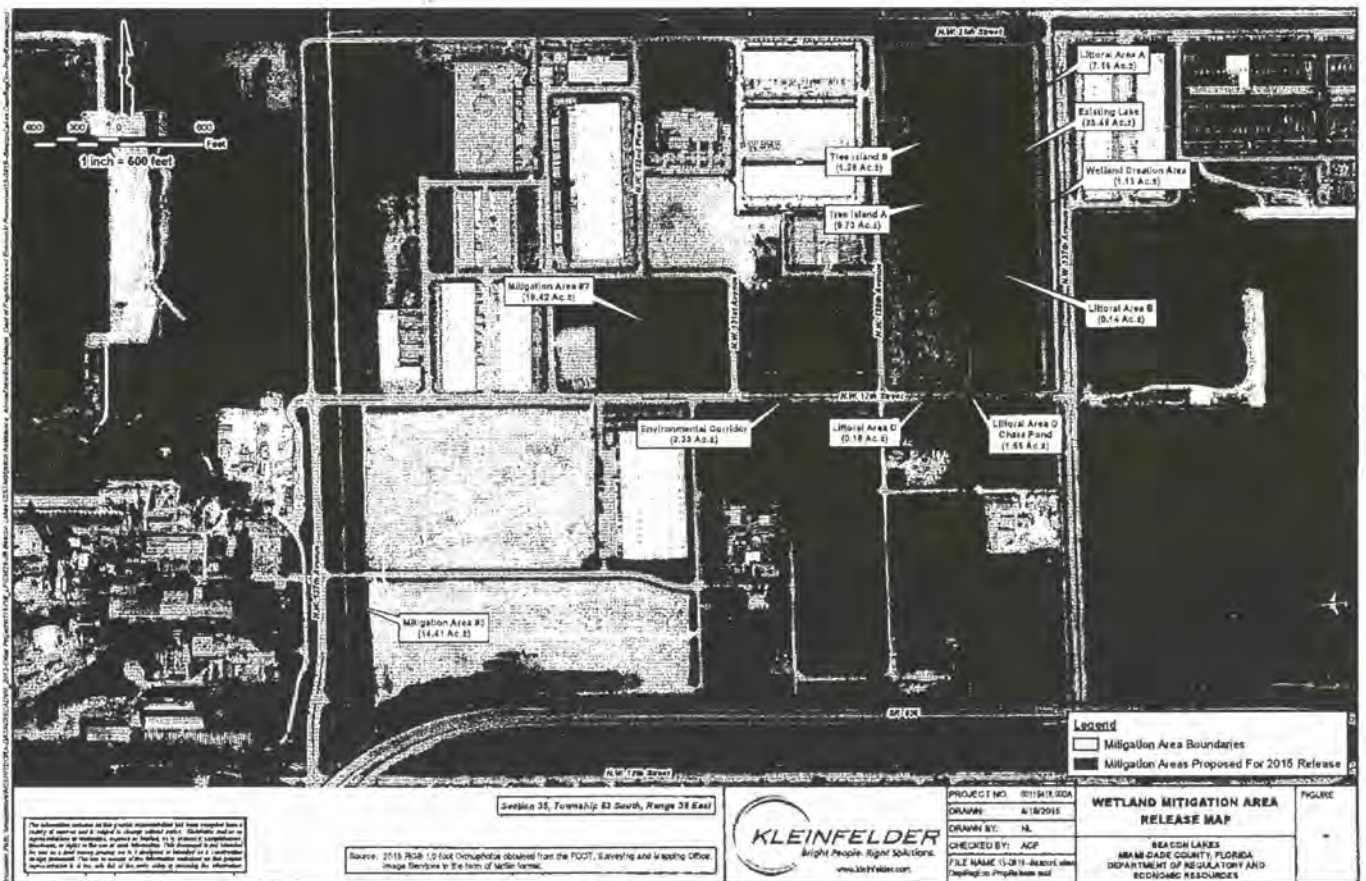
KLEINFELDER SOUTHEAST, INC.

AUTHORIZED BY (PRINT NAME AND TITLE): _____

SIGNATURE: _____

DATE: _____

**ATTACHMENT 1:
RELEASE MAP**



12C.

**THIRD AMENDMENT AND EXTENSION TO
SERVICE AGREEMENT (Mitigation Monitoring)**

THIS THIRD AMENDMENT AND EXTENSION TO SERVICE AGREEMENT (the "Third Amendment") is entered into as of the ____ day of _____, 2019, by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the "District");

and

KLEINFELDER, INC., a California corporation authorized to do business in the State of Florida, whose local business address is 1907 N. U.S. Highway 301, Suite 100, Tampa, Florida 33619 (the "Consultant").

WHEREAS, Consultant and District entered into a Service Agreement (Mitigation Monitoring), dated April 23, 2015, as amended by the First Amendment to Service Agreement, dated August 4, 2017, and as further amended by the Second Amendment to Services Agreement, dated June 6, 2018 with respect to the provision of mitigation monitoring and reporting services throughout the District (collectively, the "Agreement"); and

WHEREAS, Consultant and District have agreed to amend the Agreement to extend the term of the Agreement through December 31, 2020 and to provide for certain additional mitigation inspections, monitoring, and reporting services, as described in the Consultant's proposal for additional services, dated August 23, 2019 (the "2019/20 Services Proposal"), which 2019/20 Services Proposal is attached hereto and made a part hereof as Exhibit A-3.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. The Services to be performed under the Agreement are hereby supplemented with those services and work more particularly described in the 2019/20 Services Proposal. Compensation for said services and work shall be as is more particularly set forth in the 2019/20 Services Proposal, but shall not exceed \$12,500.00 for services provided.

SECTION 3. Pursuant to Section 3.0 of the Agreement, entitled "**Term**," the term of the Agreement is hereby extended, retroactively, for an additional period from April 10, 2019 through December 31, 2020.

SECTION 4. Except as otherwise set forth in this Third Amendment, all other terms of the original Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this Third Amendment and Extension to Service Agreement and further agree that it shall take effect retroactively on April 10, 2019.

**BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
District Manager

_____ day of _____, 2019

**KLEINFELDER, INC., a California
corporation**

By: _____

Print: _____

Title: _____

_____ day of _____, 2019

Print Name

Print Name

(CORPORATE SEAL)

Exhibit A-3

2019-20 Services Proposal



August 23, 2019

Via E-mail: juan.alvarez@alvarezeng.com

Beacon Lakes Community Development District
 Attention: District Engineer Juan R. Alvarez, PE
 Alvarez Engineers, Inc.
 10305 NW 41 St., Suite 103
 Doral, Florida 33178

**SUBJECT: Additional Mitigation Services- CY2019
 Beacon Lakes Mitigation Areas
 Miami-Dade County, Florida**

Dear Mr. Alvarez:

Kleinfelder is pleased to provide this proposal to assist the District Engineer for the Beacon Lakes Community Development District (CDD) with additional mitigation monitoring, reporting, and agency coordination services for the referenced project.

Project Understanding

Since 2009, Kleinfelder has performed the Beacon Lakes mitigation monitoring and reporting requirements approved under the following permits:

1. U.S. Army Corps of Engineers (Corps) Individual Permit SAJ-2002-4205.
2. South Florida Water Management District (SFWMD) Environmental Resource Permit #13-01964-P.
3. Miami-Dade County Department of Environmental Resources Management (DERM) Class IV Permit FW 01-021.

The current release status for the Beacon Lakes mitigation areas (**Attachment 1: Release Map**) is as follows:

Mitigation Area ID	Acreage	Status
Mitigation Area #1 (multiple components)		
Tree Island A	9.73	Released 2015
Tree Island B	1.26	Released 2015
Littoral Area A	7.16	Released 2015
Littoral Area B	0.14	Released 2015
Littoral Area C (Chara Pond)	1.55	Released 2015
Littoral Area D	0.18	Released 2015
Mitigation Area #2	10.42	Released 2015
Mitigation Area #3	14.41	7 th Annual Completed in 2018
Environmental Corridor	2.23	Released 2015
Wetland Creation Area	1.13	7 th Annual Completed in 2018
Total	48.21	

As detailed above, the majority of the mitigation areas were successfully released from monitoring and reporting requirements in 2015. Due to ongoing permitting activities associated with Mitigation Area #3, the two (2) remaining mitigation areas, Mitigation Area #3 and Wetland Creation Area, will not be eligible for release in 2019. As such, the 2019 Annual Monitoring and Reporting, along with the quarterly mitigation area inspections, will need to occur as required by the referenced permits.

During 2019 the Beacon Lakes Mitigation Areas were inspected on two dates (May 3 and June 27, 2019) by SFWMD review staff. In addition to these onsite visits, the SFWMD likely performed several aerial inspections during this same time period. Kleinfelder staff accompanied the SFWMD review staff during both onsite inspections. These inspections resulted in the SFWMD issuing a written *Notice of Noncompliance- First Notice* dated July 23, 2019 for the Beacon Lakes Mitigation Areas. Pursuant to this letter, Kleinfelder recommends the following actions to CDD:

1. Conduct an onsite stakeholder meeting with representatives from the CDD, Prologis, Kleinfelder, and additional contractors with mitigation responsibilities (Greensleeves and Greenscapes).
2. Respond to the SFWMD letter with a proposed remedial action plan on or before August 23, 2019.
3. Schedule and coordinate a follow-up inspection with SFWMD review staff during November 2019 to assess the results of the remedial action plan.
4. Based on the results of the November 2019 SFWMD review meeting, develop a supplemental planting plan for designated areas within the Environmental Corridor.
5. Conduct additional agency coordination and contractor verification, as needed, to ensure an effective response to the District's concerns.

Scope of Services

TASK I: AGENCY COORDINATION

Under the supervision of the CDD, Kleinfelder will coordinate the effort to respond to the SFWMD letter and satisfy their noncompliance concerns. Specifically, this task will include the following items:

- Conduct a stakeholder meeting onsite at Beacon Lakes to develop a remedial action plan. *(Note: this meeting was completed on August 2, 2019)*
- Prepare a response to the SFWMD noncompliance letter and submit by August 23, 2019. *(Note: a draft of this response is included with this proposal)*
- Based on input received from stakeholders at the August 2, 2019 meeting, prepare a 1-page summary (with attached map) that defines the permit obligations for the Beacon Lakes Mitigation Area, including areas of demarcated responsibility for both the nuisance vegetation contractor (Greensleeves) and the complex landscaper (Greenscapes).

- Verify that the proposed remedial action plan is completed. Specifically, this will include these steps:
 1. Repair of the Mitigation Area #3 fence by Prologis.
 2. Replanting of the Mitigation Area #3 buffer area on both sides of NW 14th Street by Greensleeves.
 3. Completion of the SFWMD-requested additional nuisance vegetation removal by Greensleeves *(to be performed in conjunction with Task 2)*.
 4. Prepare the "Beacon Lakes Mitigation Responsibility Document" for use by the CDD, Prologis, and their designated contractors.
 5. Coordinate and attend the November 2019 SFWMD follow-up review.
 6. Based on discussions at the November 2019 SFWMD review meeting, develop and submit to the SFWMD a supplemental planting plan for designated areas of the Environmental Corridor.
 7. Update and consult with the CDD during each step of the remedial plan.

TASK II: DERM QUARTERLY INSPECTIONS

Pursuant to the DERM Class IV permit, quarterly qualitative vegetation monitoring inspections to identify nuisance/exotic vegetation encroachment are required. This task includes two quarterly inspections during 2019, beginning with Quarter 3 (July to September). As a portion of these inspections, Kleinfelder will continue to coordinate with the Maintenance Contractor under contract by the CDD, (Greensleeves) to verify that the mitigation areas are meeting permit compliance. *Note: Kleinfelder will plan to perform inspections during all four (4) quarters of 2020, with a proposal to be submitted for review on or before January 1, 2020.*

TASK III: 2019 ANNUAL MONITORING AND REPORTING

This task includes the 2019 annual monitoring events and reports required to be completed for the remaining Beacon Lakes mitigation areas, Mitigation Area #3 and Wetland Creation Area. This monitoring will follow the revised monitoring plan for Mitigation Area #3 approved by the ongoing permit modification efforts.

Fees

Kleinfelder proposes to complete the scope of services discussed herein on a lump sum fee basis as summarized below:

Task	Description	Estimated Fee
I	Agency Coordination	\$6,500.00
II	DERM Quarterly Inspections	\$3,000.00
III	2019 Annual Monitoring and Reporting	\$3,000.00
Total Estimated Fees		\$12,500.00

Confidentiality

Kleinfelder will hold confidential business or technical information obtained or generated during the performance of our scope of services. We will not disclose such information without the written authorization of the CDD, except to the extent required for: performance of services proposed herein; compliance with professional standards of conduct for the preservation of public health,

safety, and welfare; compliance with court order or government directive; and protection of Kleinfelder against claims arising from performance of the services proposed herein.

Limitations

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of issuance. It was prepared specifically for the CDD and its designated representatives and may not be provided to others without Kleinfelder's express permission.

Authorization/Closing

This proposal is an agreement for our services as defined herein. If the proposed scope of services and estimated fee meet your needs, it is anticipated that we will be authorized to begin work upon receipt of a signed copy of the attached Authorization to Proceed.

If there is a need for any modification of the scope of services contemplated herein, please contact us. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes. If additional work is determined to be necessary, it will be provided as authorized through additional work orders.

We thank you again for the opportunity to submit this proposal and look forward to working on this project with you.

Sincerely,

KLEINFELDER



Adam Peterson
Project Manager



Ed Murawski
Client Account Manager

cc: File

**AUTHORIZATION TO PROCEED
ADDITIONAL MITIGATION SERVICES
BEACON LAKES
PROPOSAL FOR ENVIRONMENTAL SERVICES
(PROPOSAL #ATL19P99540)
August 23, 2019**

COMPANY: _____

AUTHORIZED BY (PRINT NAME AND TITLE): _____

SIGNATURE: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

DATE: _____

KLEINFELDER SOUTHEAST, INC.

AUTHORIZED BY (PRINT NAME AND TITLE): _____

SIGNATURE: _____

DATE: _____

Thirteenth Order of Business

**FIRST AMENDMENT TO SERVICE AGREEMENT
(PORTER SERVICES)**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (the "First Amendment") is entered into as of the ____ day of _____, 2019 (the "Effective Date"), by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the "District");

and

FACILITIES PRO-SWEEP, INC., a Florida corporation, whose principal address is 2950 W. 84th Street, #10, Hialeah, Florida 33018, and whose mailing address is P.O. Box 941496, Miami, Florida 33194-1496 (the "Contractor").

WHEREAS, the Contractor and the District entered into a Service Agreement (Porter Services), dated January 1, 2018, with respect to the provision of porter services throughout the District (the "Agreement"); and

WHEREAS, the District boundaries were recently expanded to include that certain Expansion Area identified in Exhibit A-1, attached hereto and made a part hereof (the "Expansion Area"); and

WHEREAS, the District desires to have Contractor provide Recurring and Non-Recurring Services, as defined in the Agreement, within the Expansion Area, and Contractor has submitted its proposal dated September 16, 2019 to perform the same (the "Proposal"), which Proposal is attached hereto and made a part hereof as Exhibit B-1; and

WHEREAS, the parties desire to amend the Agreement to add the additional services to be provided by the Contractor within the Expansion Area.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. The Contractor shall provide the Recurring Services and Non-Recurring Services within the Expansion Area, as defined in the Agreement and in the Proposal. Therefore, Section 1 entitled "**Services to be Performed**," Section 2 entitled "**Consideration**," Exhibit A, and Exhibit C are hereby amended in accordance herewith to provide for the Recurring Services and Non-Recurring Services within the Expansion Area at a cost to the District of **\$2,130.00** per month.

SECTION 3. Except as otherwise set forth in this First Amendment, all other terms of the original Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this First Amendment and further agree that it shall take effect as of the Effective Date.

CONTRACTOR:

FACILITIES PRO-SWEEP, INC., a Florida corporation

Signature: _____

Name: _____

Title: _____

Address: 2950 W. 84th Street, Unit #10
Hialeah, Florida 33018

Date: _____, 2019

DISTRICT:

**BEACON LAKES COMMUNITY DEVELOPMENT
 DISTRICT, a local unit of special purpose government
 established pursuant to Chapter 190, Florida Statutes**

By: _____

Print name: _____

Its: _____

Date: _____, 2019

Exhibit A-1
Expansion Area

Exhibit B-1

Proposal for Porter Services Within the Expansion Area



Porter Proposal

09/16/19

Prologis

Karley Megrew - Property Manager
8355 NW 12th Street
Doral, FL 33126

Community Development District

Description of services:

- Pick up and dispose of trash and debris along roads throughout the entire Beacon Community Development District.
- Pick up and discard all trash from green areas such as beds, swale, etc.

Frequency: Monday-Friday

Roads: NW 117th Place, NW 14th Street, NW 22nd Avenue, NW 17th Street, NW 20th Street, NW 119th Place, NW 21st Street, and NW 118th Place by the new retail area (Expansion Area).

Price: \$2,130.00

Mauricio Lopez

Field Operations Manager
Office: 305-552-0466
Cell: 786-566-6029

Authorized by: _____

Title: _____

Date: _____

Billing address: _____

P.O Box 941496 – Miami, FL 33194 Tel. (305) 552-0466

servicemiami@facilitiespro-sweep.com

Your property is in “Good Hands” Facilities Pro-Sweep

Fourteenth Order of Business

RESOLUTION 2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING _____, MEMBER OF THE BOARD OF SUPERVISORS, UNDER SPECIFIED CONDITIONS, TO APPROVE AND EXECUTE, ON BEHALF OF THE DISTRICT, CERTAIN AGREEMENT INSTRUMENTS IN CONNECTION WITH THE MAINTENANCE OF DISTRICT INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the Beacon Lakes Community Development District (the “District”) is responsible for the maintenance of certain road right-of-ways, medians, greenspace and landscaped areas, lakes and other drainage improvements, and pedestrian areas, among other things (“District Improvements”); and

WHEREAS, the maintenance of the District Improvements is managed by Prologis Management LLC (“Prologis”), pursuant to a Project Management Agreement between the District and Prologis; and

WHEREAS, the Board of Supervisors has determined that it is necessary and appropriate to authorize, under the conditions set forth in this Resolution, _____, a Member of the Board of Supervisors, to enter into agreements and accept proposals from service providers to allow for the timely, proper, and necessary maintenance of the District Improvements; and

WHEREAS, the agreements or proposals which may be approved pursuant to the terms of this Resolution are for amounts totaling less than \$25,000.00; and

WHEREAS, the Board of Supervisors finds it to be in the best interests of the District to authorize _____ to, on behalf of the District, enter into certain agreements and accept certain proposals providing for the maintenance of the District Improvements, provided that the conditions set forth in this Resolution are satisfied; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Resolution.

SECTION 2. _____ is authorized to execute agreements and accept proposals on behalf of the District, provided that all of the following conditions are satisfied with respect to the particular agreement or proposal:

- a. The agreement or proposal and the funding therefore is provided for in the annual adopted fiscal year budget of the District; and
- b. The scope of services of the agreement or proposal pertains to the maintenance of District Improvements, including but not limited to, road rights-of-way, medians, greenspace and landscaped areas, lakes and other drainage improvements, and pedestrian areas; and
- c. The cost for the scope of services of the agreement or proposal shall not be greater

in total than \$25,000; and

- d. The scope of services provided for in the agreements to be approved and executed in accordance with this Resolution or any combination thereof shall not be divided or separated into two or more agreements or proposals in order to reduce the cost to the District of a particular agreement or proposal to an amount that is less than any of the threshold amounts set forth above or in order to circumvent the requirements of this Resolution, the District Rules of Procedure, or other statutory bidding requirements; and
- e. Each agreement or proposal is reviewed as to legal form by District Counsel prior to execution on behalf of the District; and
- f. At the time of execution, _____ is serving as a Member of the Board of Supervisors and is employed by Prologis Management LLC or a subsidiary thereof.

SECTION 3. All Agreements approved in accordance with this Resolution shall be reported to and copies provided to the District Manager within ten (10) days of execution of the Agreement. The District Manager shall then prepare a report for each meeting of the Board of Supervisors indicating those Agreements that were entered into in accordance with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of the Resolution.

SECTION 6. This Resolution shall take effect immediately and shall automatically terminate upon (1) the resignation by _____ as a Member of the Board of Supervisors, (2) the expiration of _____'s term if not re-appointed or re-elected to the Board of Supervisors; or (3) _____'s retirement or termination from employment with Prologis Management LLC or a subsidiary thereof.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT THIS 5TH DAY OF NOVEMBER, 2019.

**BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Print Name

Attest:

Chairman

Print Name

Secretary

Fifteenth Order of Business



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Delivered via email

July 23, 2019

Mr. Kenneth Cassel
Beacon Lakes Community Development District
210 N. University Dr., Suite 702
Coral Springs, FL 33071

**Subject: Beacon Lakes
Notice of Noncompliance - First Notice
Permit No. 13-01964-P
Application Nos. 011001-16, 030211-9, 071023-12, and 090811-8
Miami-Dade County, S36/T53S/R39E**

Dear Mr. Cassel:

This letter is to provide notification that an inspection of the wetland mitigation areas associated with the above-referenced project was conducted by the South Florida Water Management District (District) with Mr. Adam Peterson of Kleinfelder on June 27, 2019. This inspection and a concurrent review of our files indicate that the project is not in compliance with the conditions of Environmental Resource Permit (ERP) number 13-01964-P. Specifically, those items that need to be addressed include the following:

1. Special Condition 25 (Application No. 011001-16) of the above noted ERP requires a maintenance program be implemented to ensure the integrity and viability of the mitigation areas. After maintenance events, the mitigation areas are required to be free of exotic vegetation. Exotic and nuisance vegetation should not exceed 5% cover between maintenance events nor be allowed to dominate any portion of the mitigation areas. During the inspection, exotic vegetation such as Melaleuca, Brazilian Pepper, Australian Pine, Shoebuttan Ardisia, Bishopwood, Day Blooming Jessamine, Napier Grass, Lantana, and Oyster Plant were found in the mitigation areas. All exotic and nuisance vegetation in the mitigation areas must be treated with an herbicide approved for use in wetland environments.
2. The upland buffer of the wildlife corridor is required to be maintained as permitted in Application No. 071023-12, Exhibit 4, Page 14 (enclosed). Currently, the upland buffer has unvegetated gaps and is dominated with exotic and nuisance vegetation. After the treatment and removal of the exotic and nuisance vegetation, the unvegetated gaps in the upland buffer must be replanted as outlined in the Exhibit.
3. During the inspection, it was noted that a section along the northeastern side of Mitigation Area 3 had been encroached on during the construction of the neighboring building. In order

Beacon Lakes
Permit Number 13-01964-P
Page 2

to offset the encroachment, the southeastern boundary of Mitigation Area 3 was expanded, excavated to wetland grade, and planted with Muhly Grass. A modification of the ERP required to incorporate these changes into the ERP and to amend the Deed of Conservation Easement.

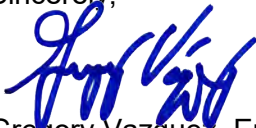
4. The north and south sides of NW 14th Street and the private drive are required to be planted as an upland buffer to separate the roadways from the preserved wetlands. These upland buffers were required to be planted with the vegetation listed in Application No. 090811-8, Exhibit 4, Page 10 (enclosed). During the inspection, the upland buffers were observed to have been planted with sod. The sod must be removed, and the upland buffer must be planted as shown on Exhibit 4, Page 10.
5. A fence is required to be maintained around Mitigation Area 3. During the inspection, a portion of this fence along the northeastern side of Mitigation Area 3 was down. This section of fence must be repaired.

The District requests submittal of an acceptable plan for corrective actions, within thirty (30) days of receiving this notice. An acceptable plan for corrective action must be in the form of a written response to this notice and address all of the above noted issues. Your response must include a reasonable timeframe for when the plan to correct these issues will be completed.

The District now has the capability of receiving wetland monitoring reports, conservation easements, conversion/transfer forms and other documents electronically via the District's ePermitting website at www.sfwmd.gov/ePermitting. For first-time users, an account will need to be created. Reports can be submitted through eCompliance/Environmental Resource.

If you have any questions or require additional assistance, please contact me at 561-682-6053, or via e-mail at gvazquez@sfwmd.gov, in the West Palm Beach Office.

Sincerely,

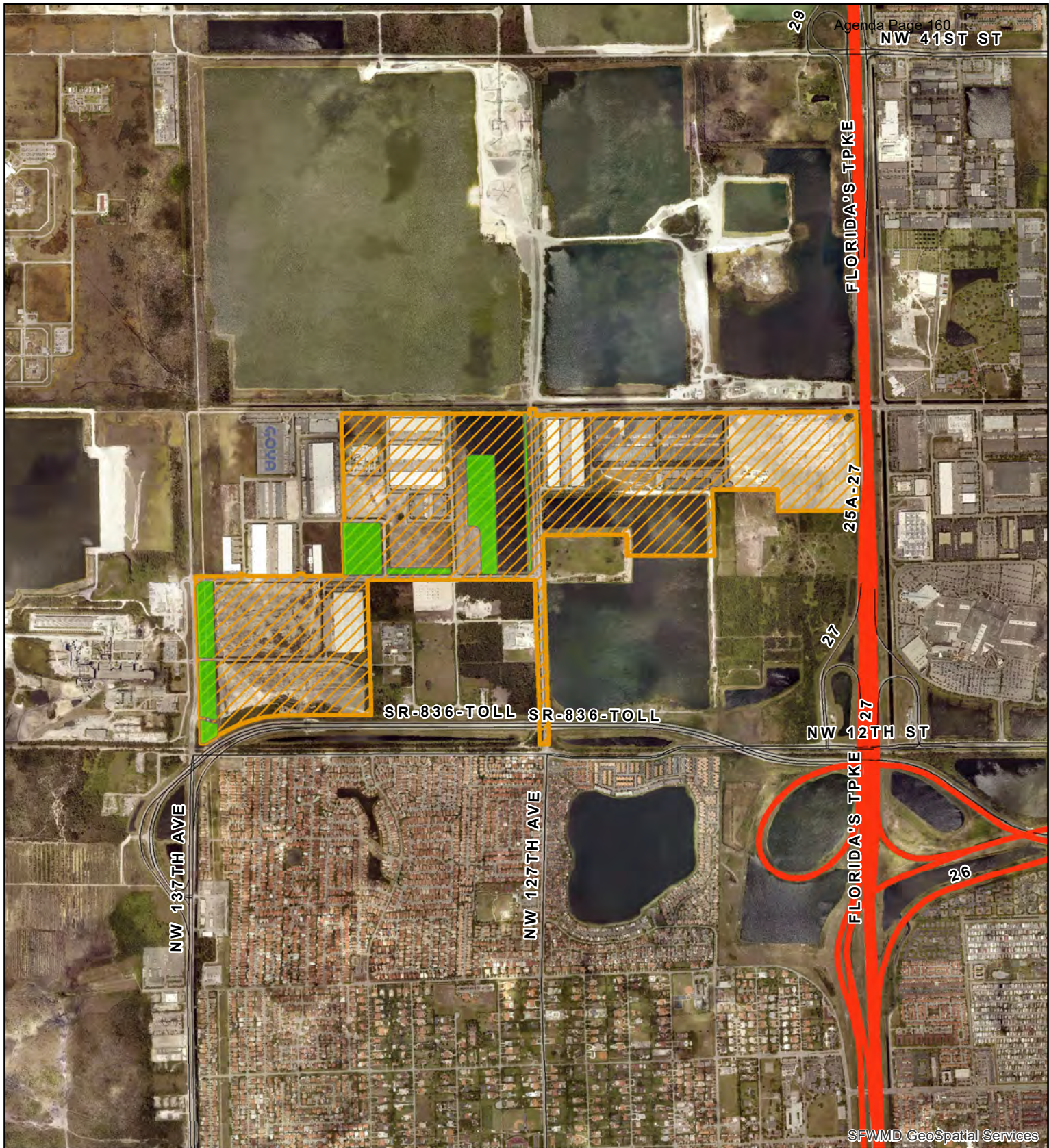


Gregory Vazquez, Environmental Analyst 4
Environmental Resource Bureau

Enclosures: Location Map
 Application No. 071023-12, Exhibit 4, Page 14
 Application No. 090811-8, Exhibit 4, Page 10

c: Mr. Juan R. Alvarez, Alvarez Engineering (via Email)
 Mr. Adam Peterson, Kleinfelder (via Email)

This document is filed in the ePermitting system under Application Number 011001-16 via the Application/Permit Section on the Records Search home page















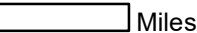
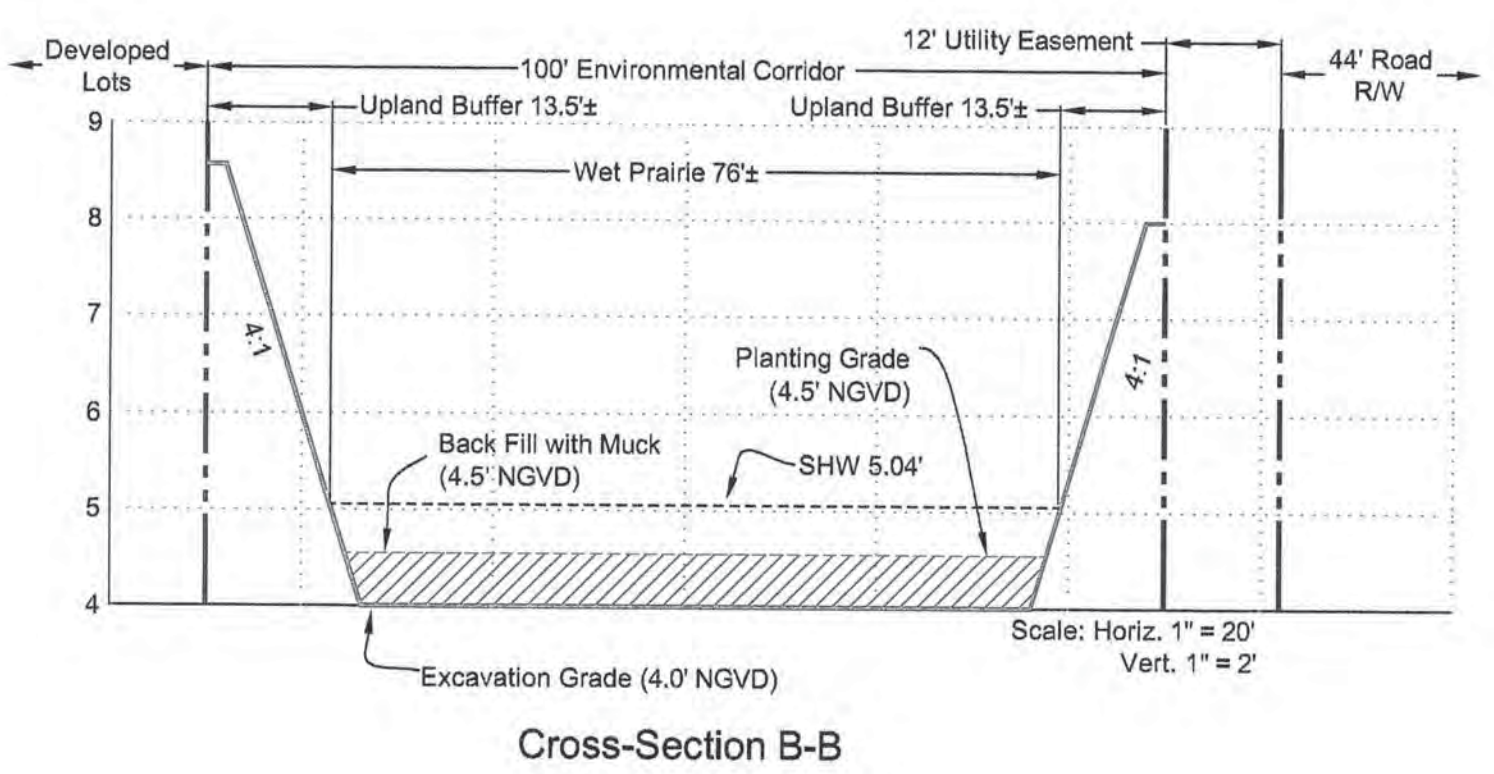
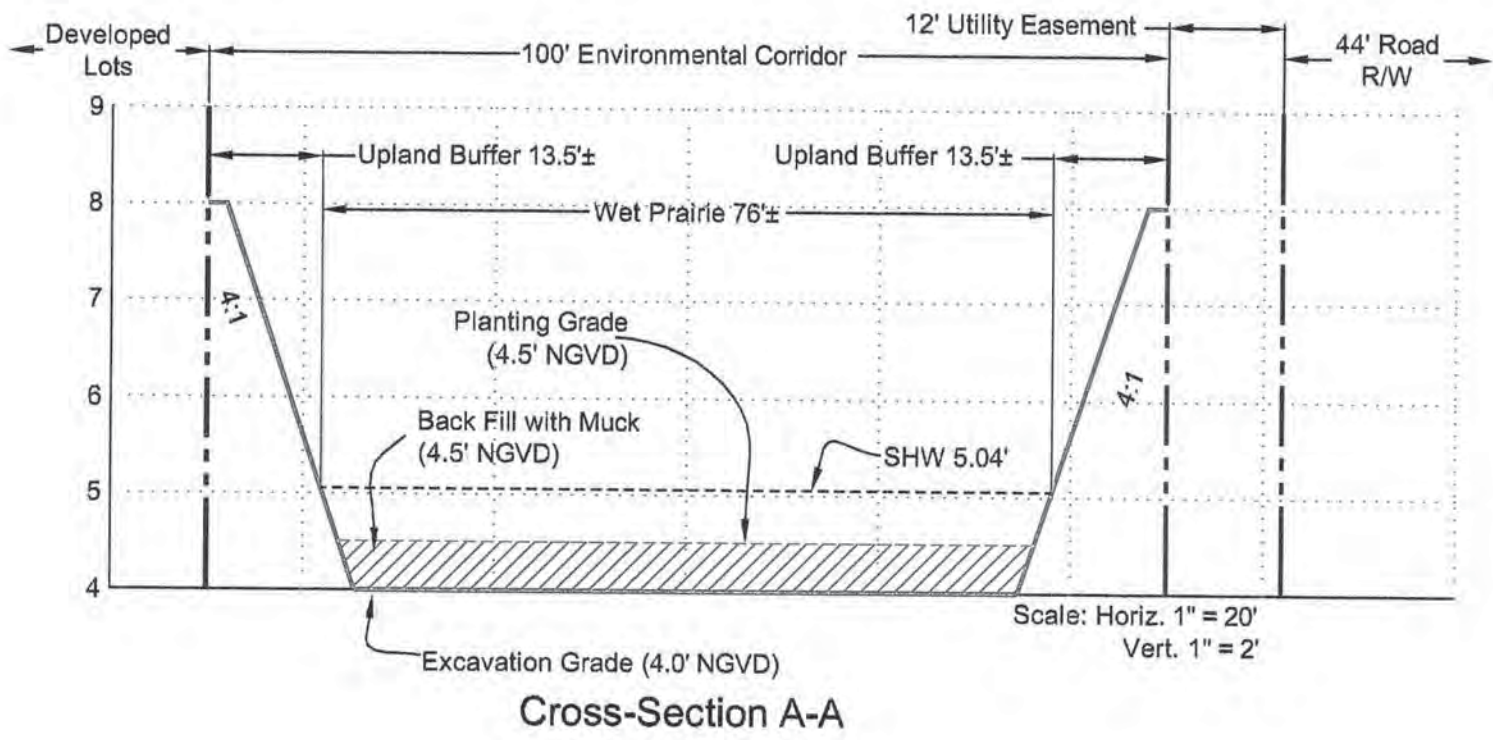
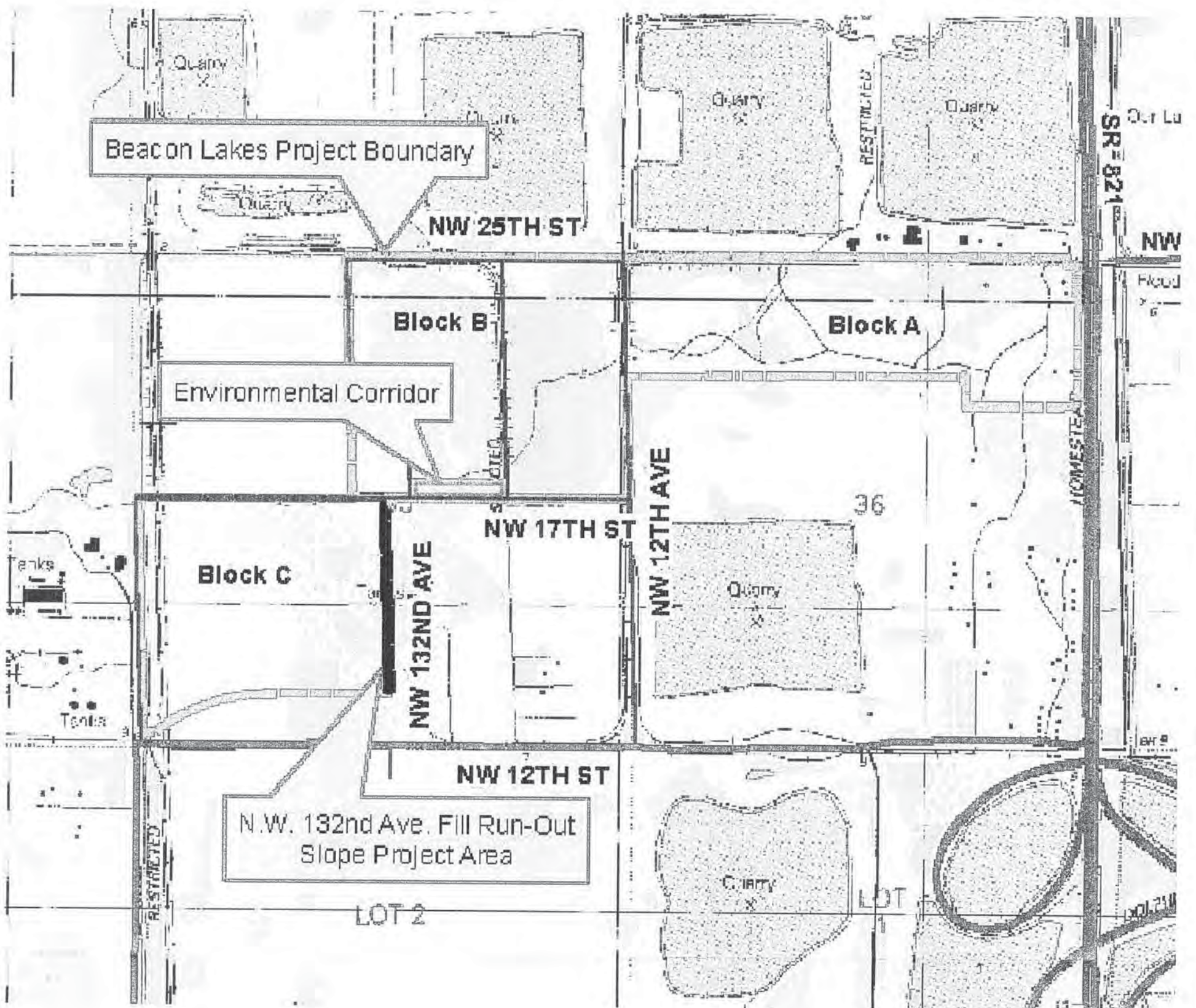
<p>Exhibit No: 1a</p>	<p>Exhibit Created On: 2019-07-23</p>	<p>MIAMI-DADE COUNTY, FL</p>	<div data-bbox="961 1774 1286 1810">  Mitigation Areas </div> <div data-bbox="961 1827 1274 1890">  Application No. 011001-16 </div> <div data-bbox="1393 1715 1523 1927">  </div> <div data-bbox="987 1927 1068 2037"> <p>Created by</p>  <p>GeOSPATIAL SERVICES</p> </div> <div data-bbox="1107 1974 1550 2005"> <p>South Florida Water Management District</p> </div>
<div data-bbox="133 1885 246 2011">  </div> <div data-bbox="332 1810 734 1921"> <p>REGULATION DIVISION Project Name: BEACON LAKES Permit No: 13-01964-P</p> </div> <div data-bbox="341 1948 747 2016"> <p>0 0.325 0.65</p>  Miles </div> <div data-bbox="836 1906 893 2026"> <p>N</p>  </div>			

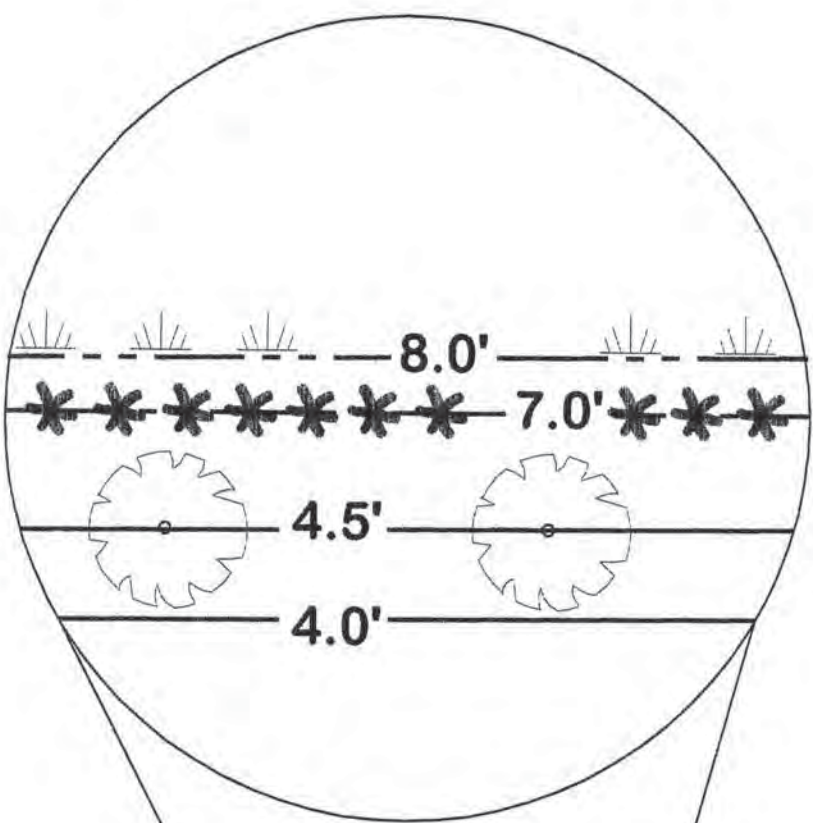


Exhibit No: 1b	Exhibit Created On: 2019-07-23	MIAMI-DADE COUNTY, FL	 <div data-bbox="958 1764 1299 1890"> <div> Mitigation Areas</div> <div> Application No. 011001-16</div> </div> <div data-bbox="974 1921 1071 2037"> <p>Created by</p>  <p>GeOSPATIAL SERVICES</p> </div> <div data-bbox="1104 1963 1559 2005"> <p>South Florida Water Management District</p> </div>
<div data-bbox="324 1806 738 1921"> <p>REGULATION DIVISION Project Name: BEACON LAKES Permit No: 13-01964-P</p> </div> <div data-bbox="828 1900 901 2026"> <p>N</p>  </div> <div data-bbox="519 1942 730 2026"> <p>0.25 Miles</p>  </div> <div data-bbox="89 1869 381 2026"> <p>All Mitigation Areas Need Exotic / Nuisance Plant Removal (#1)</p> </div> <div data-bbox="381 1942 519 2047"> <p>South Side ion of 3. (#3)</p> </div> <div data-bbox="0 2047 519 2100"> <p>Wildlife Coll...</p> </div>			

Planting Table for Environmental Corridor					
Common Name	Code	Scientific Name	Spacing	Size	Quantity
Muhly grass	MG	<i>Muhlenbergia capillaris</i>	3' centers	Liners or plugs	3,000
Sawgrass	SG	<i>Cladium jamaicense</i>	3' centers	Liners or plugs	3,000
Beak rush	BR	<i>Rhynchospora spp.</i>	3' centers	Liners or plugs	500
Spike rush	SR	<i>Eleocharis spp.</i>	3' centers	Liners or plugs	1,000
Duck potato	DP	<i>Sagittaria lanceolata</i>	3' centers	Liners or plugs	1,000
Cordgrass	CG	<i>Spartina bakeri</i>	3' centers at elevation 8.0' NGVD	Liners or plugs	960
Coco plum	CP	<i>Chrysobalanus icaco</i>	5' centers at elevation 7.0' NGVD	1 gallon	430
Bald cypress	BC	<i>Taxodium distichum</i>	10' centers at elevation 4.5' NGVD	3 gallon	300
Total					10,190



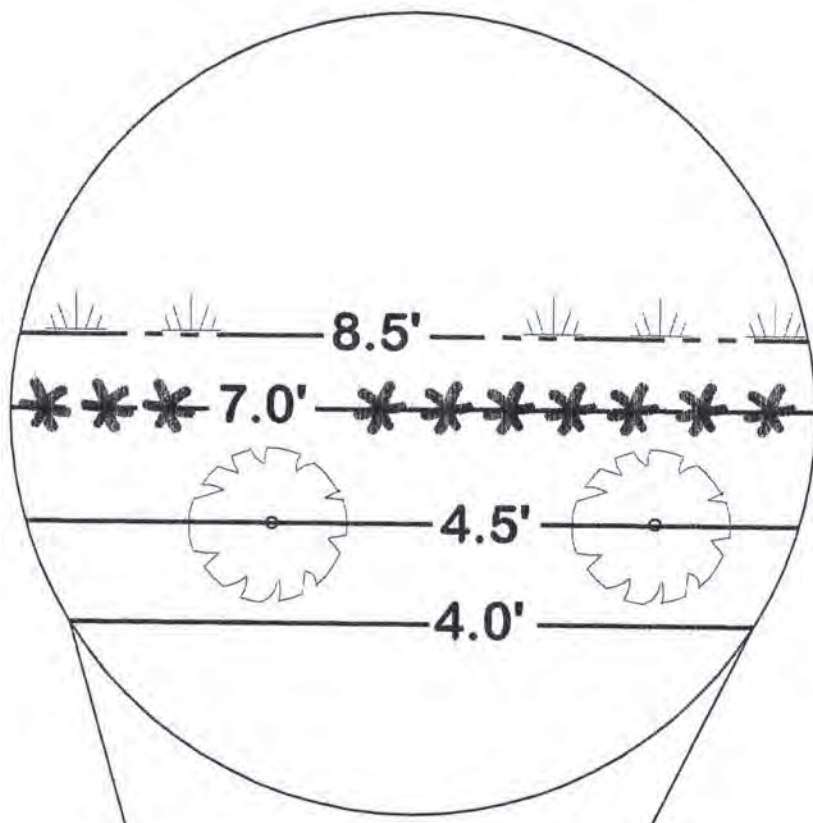
DETAIL
(NOT TO SCALE)



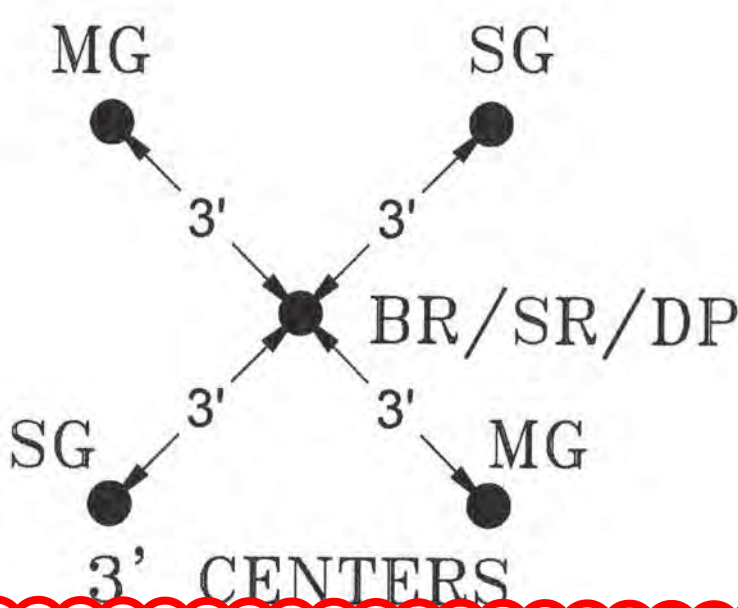
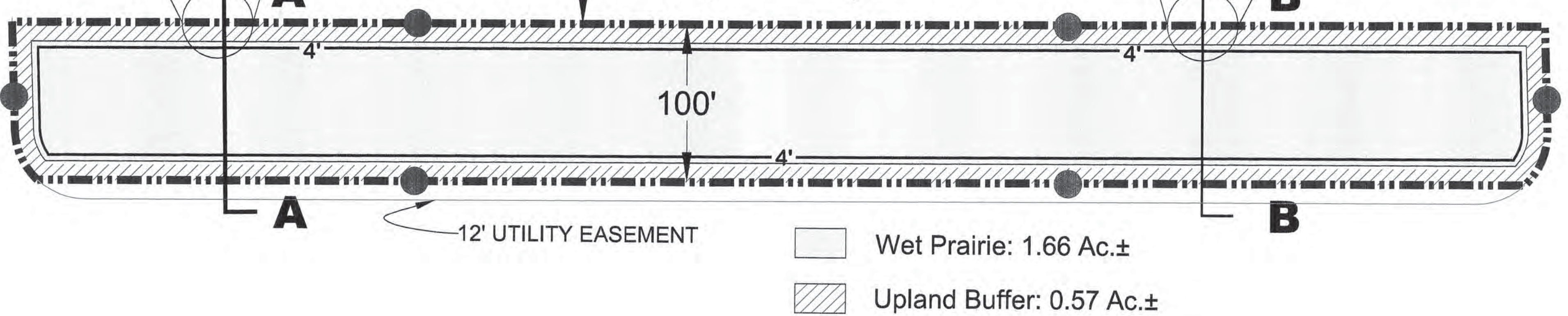
LEGEND

- Proposed Contours
- Bald Cypress
- Cordgrass
- Coco Plum
- SHW Seasonal High Water
- Conservation Area Sign

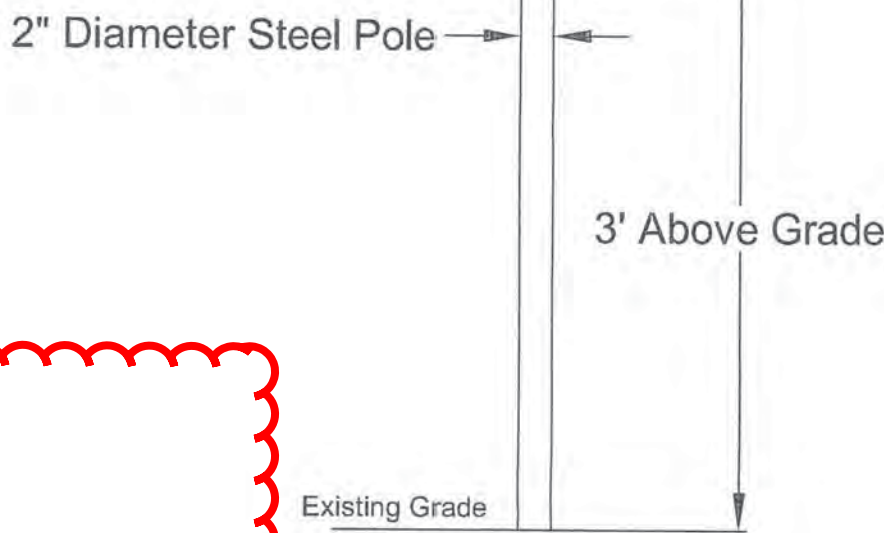
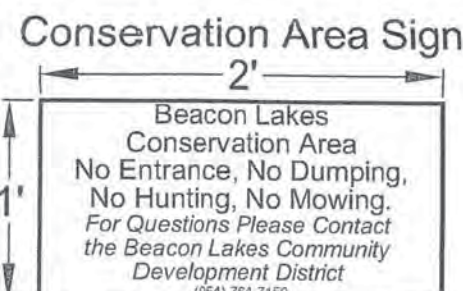
DETAIL
(NOT TO SCALE)



ENVIRONMENTAL
CORRIDOR
PLAN VIEW
(2.23 Ac.±)



SPACING DETAILS FOR
ENVIRONMENTAL CORRIDOR
*ALTERNATE BR FOR SR FOR DP
EVERY OTHER PLANTING
Not to Scale



Note: Conservation Area Sign Specifications
• 1' x 2' in size, white with black lettering.
• Install along environmental corridor as shown.
• Sign constructed of plastic, PVC, metal or other weatherproof material.
• Install signs on 2" diameter steel posts approximately 3' above existing grade.

NOTES

- Existing Grades from "As-built" surveys provided by Ludovici & Orange Consulting Engineers, Inc. provided on 3/28/2007
- Seasonal High Water Levels, Normal Water Levels, Seasonal Low Water Elevations determined by LPG Environmental & Permitting Service, Inc. based upon hydrologic data provided by Hydrologic Associates, Inc. The water elevations were based upon average water elevations collected from onsite piezometers for period from August 2004 to January 2007.
- It is the responsibility of the contractor to have underground utilities identified prior to earthwork and plantings. Call Sunshine State One Call of Florida. 1-800-432-4770

Exhibit 4

Application # 071023-12
Page 14 of 15

BEACON LAKES
FILL RUN OUT SLOPES FOR N.W. 132ND AVENUE
FROM N.W. 17TH STREET TO THE MDX RIGHT OF WAY
MIAMI-DADE COUNTY, FLORIDA
MITIGATION PLAN
RAI FIGURE 8 MITIGATION PLAN

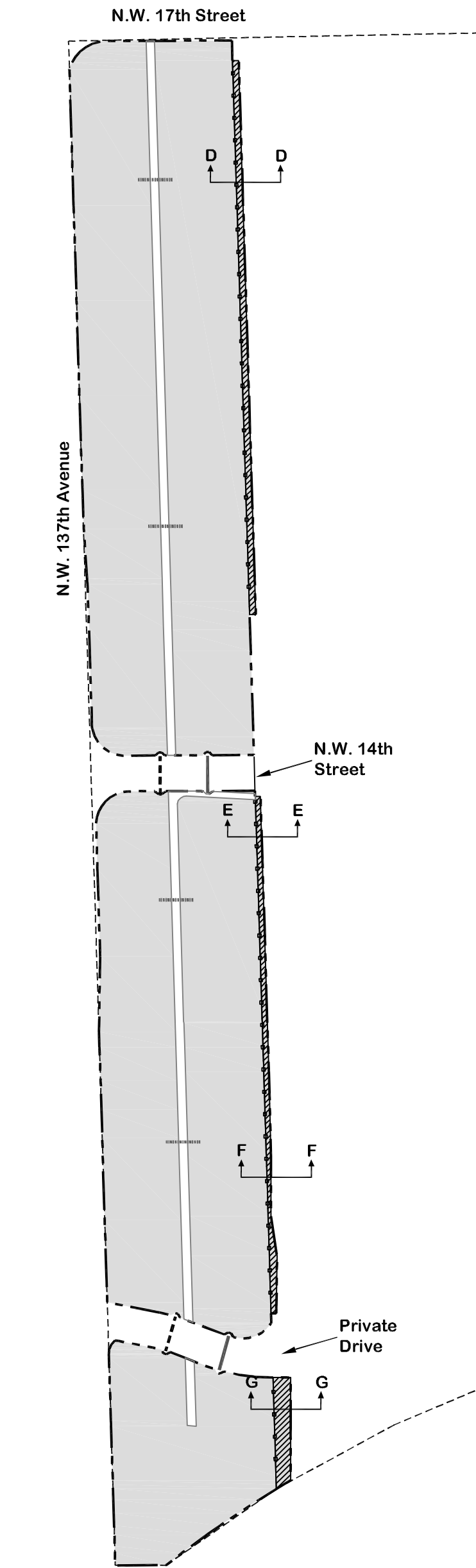


SCALE: 1"=50'

PROJECT#: 3626/2
File#: 080124_Mitigation_Plan.dwg
Date: 7/25/2007
Revision: 12/13/2007
1/24/2008
Create By: DHO/FJC

Environmental & Permitting
Services, Inc.
1174 Camp Avenue Mount Dora, FL 32757
(352) 383-1444 (352) 383-3877 Fax

APP# 071023-12



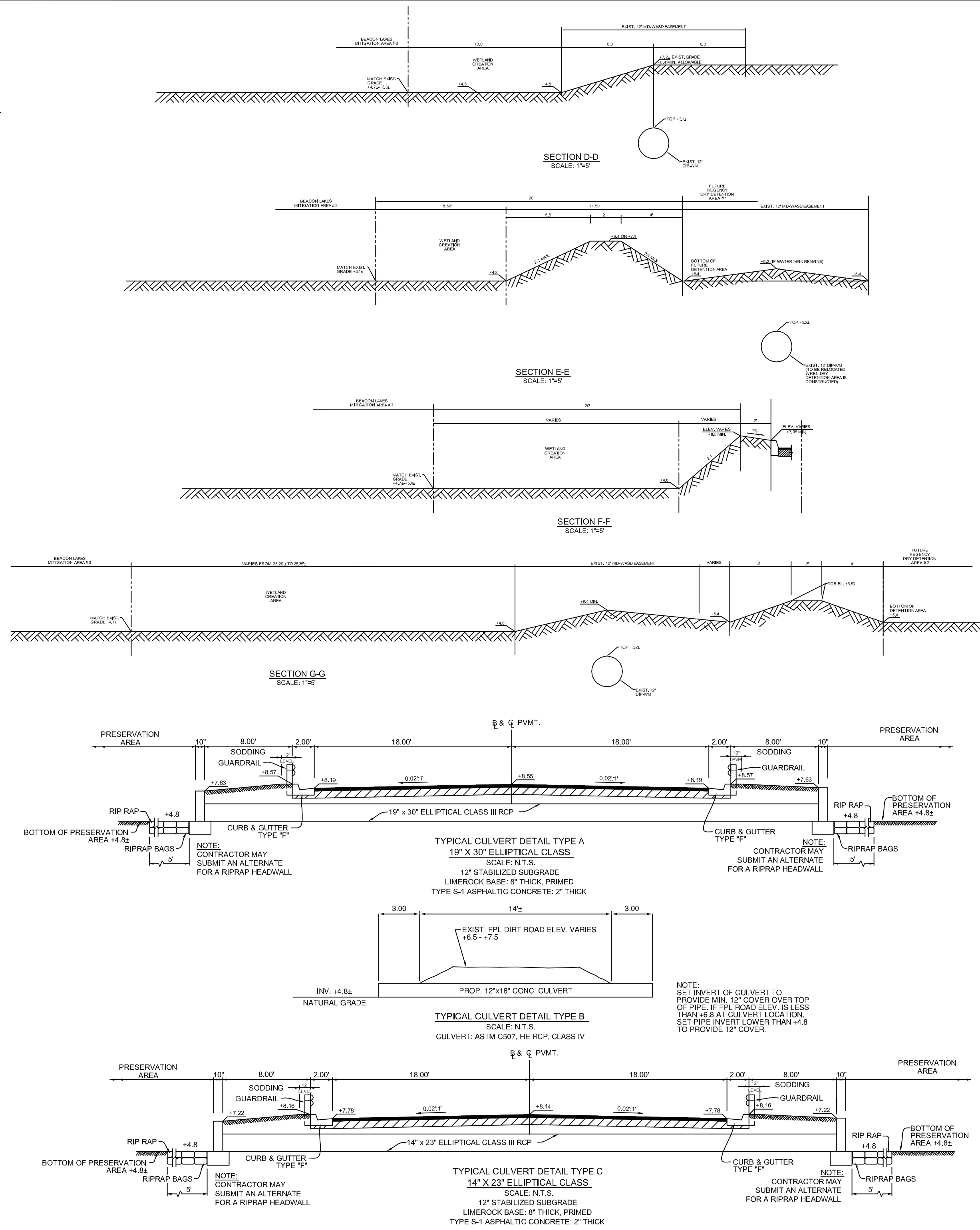
EARTHWORK PLAN VIEW

LEGEND

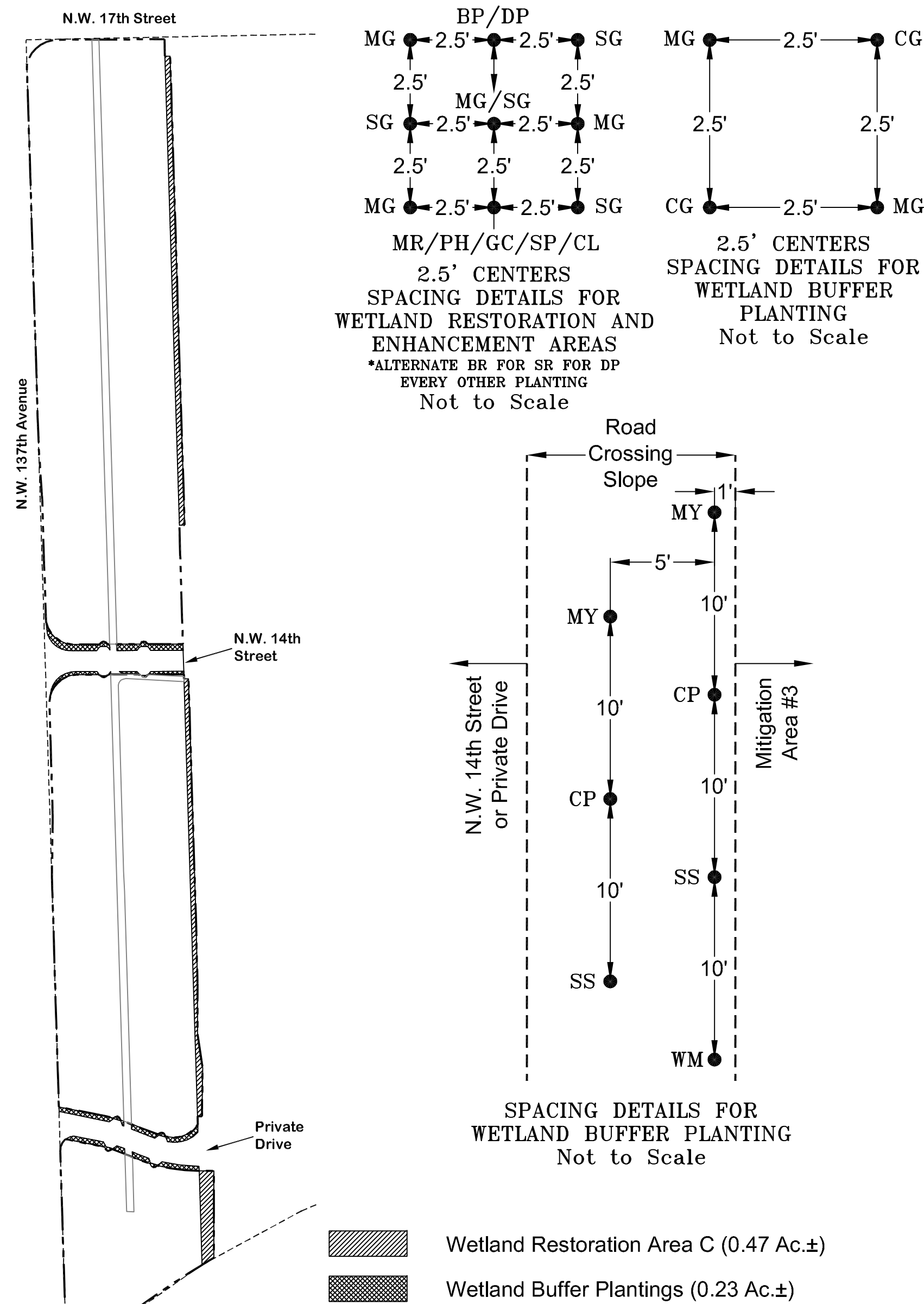
- Beacon Lakes Boundary: 519.16 Ac.±
- - - - - Mitigation Area #3 Boundary: 14.41 Ac.±
- Wetlands (13.69 Ac.±)
- Wetland Restoration Area C (0.47 Ac.±)
- Culvert Type A
- Culvert Type B
- Culvert Type C
- Turbidity Control

NOTES

- A minimum of 6 inches of clean muck will be placed within Wetland Restoration Area C.
- Existing Grades from site plans provided by Ludovici & Orange Consulting Engineers, Inc. provided on 6/25/2008
- It is the responsibility of the contractor to have underground utilities identified prior to earthwork and plantings. Call Sunshine State One Call of Florida. 1-800-432-4770
- Erosion Control - Silt screens and or floating turbidity curtains shall be installed as identified on the construction plans.
- Refer to NW 137th Ave. from NW 12th St. to 17th St. & Portion of NW 14 St. - Roadway Plans provided by Ludovici & Orange Consulting Engineers, Inc. for Culvert Type C actual construction detail.



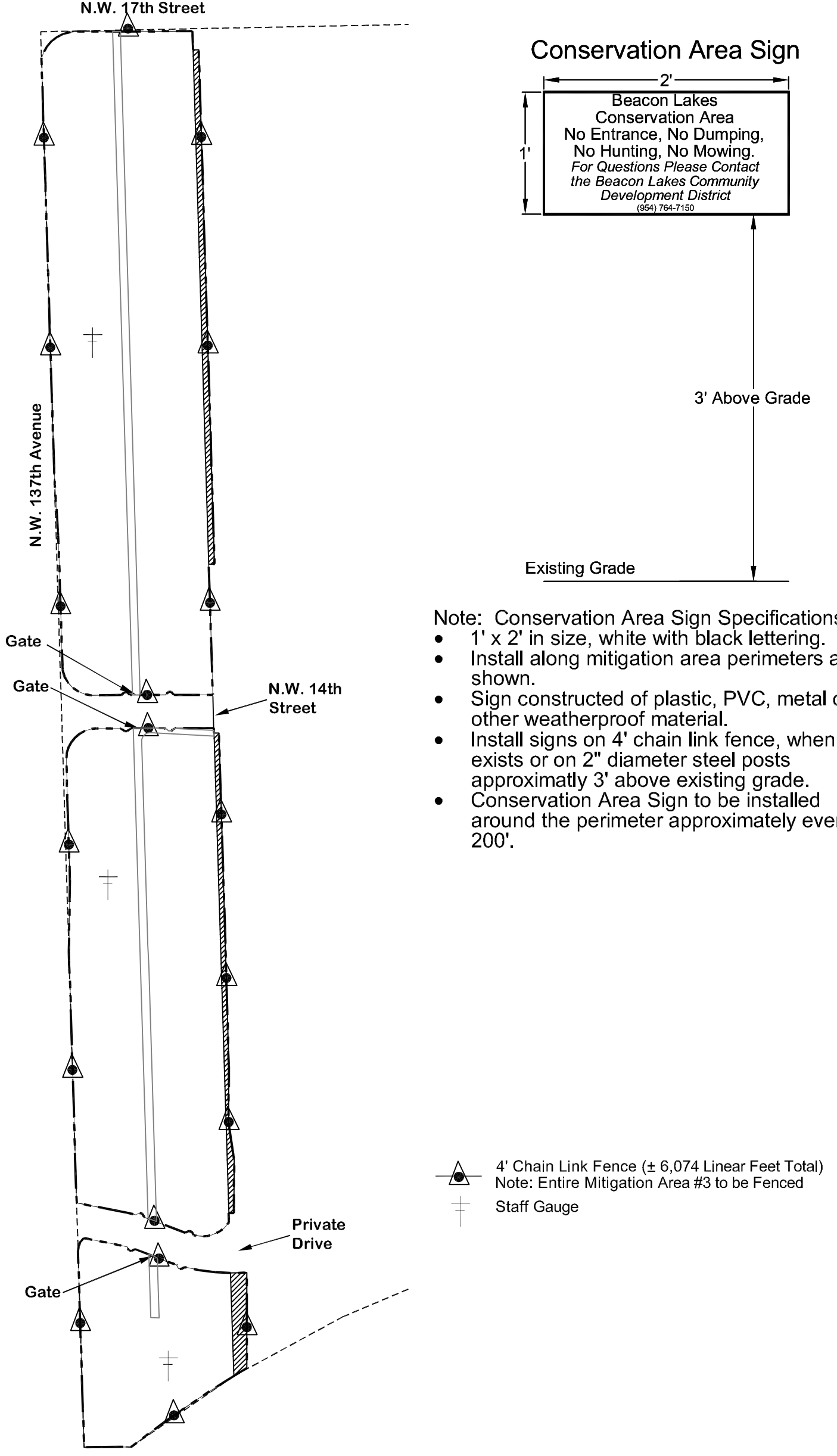
BEACON LAKES
MIAMI-DADE COUNTY
ENVIRONMENTAL RESOURCE PERMIT MODIFICATION
RAI FIGURE 2
MITIGATION PLAN A



PLANTING PLAN

Planting Table for Restoration Area C					
Common Name	Code	Scientific Name	Spacing	Size	Quantity
muhly grass	MG	<i>Muhlenbergia capillaris</i>	2.5' centers	1 gallon	1,325
sawgrass	SG	<i>Cladium jamaicense</i>	2.5' centers	1 gallon	1,325
beak rush	BR	<i>Rhynchospora spp.</i>	2.5' centers	1 gallon	250
duck potato	DP	<i>Sagittaria lancifolia</i>	2.5' centers	1 gallon	250
manyhead rush	MR	<i>Juncus polycephalus</i>	2.5' centers	1 gallon	100
pink hibiscus	PH	<i>Hibiscus grandiflorus</i>	2.5' centers	1 gallon	100
golden canna	GC	<i>Canna flaccida</i>	2.5' centers	1 gallon	100
sugarcane plume grass	SP	<i>Saccharum giganteum</i>	2.5' centers	1 gallon	100
crinum lily	CL	<i>Crimum americanum</i>	2.5' centers	1 gallon	100
Total					3,650

Planting Table for Wetland Buffer Plantings Area					
Common Name	Code	Scientific Name	Spacing	Size	Quantity
mysine	MY	<i>Myrsine floridana</i>	10' centers	3 gallon	25
coeo plum	CP	<i>Chrysobalanus icaco</i>	10' centers	3 gallon	25
simpson's stopper	SS	<i>Myrcianthes fragrans</i>	10' centers	3 gallon	25
wax myrtle	WM	<i>Myrica cerifera</i>	10' centers	3 gallon	25
muhly grass	MG	<i>Muhlenbergia capillaris</i>	2.5' centers	1 gallon	750
cord grass	CG	<i>Spartina bakeri</i>	2.5' centers	1 gallon	750
Total					1,600



CONSTRUCTION SIGN,
FENCE AND STAFF
GAUGE LOCATION DETAIL

Sarah V. Zimmermann, P.E.
Registered Engineer No. 24242
State of Florida
(As to Earthwork Plan and Typical Sections)



Project No.: 3626/2
File No.: 10-0310--Mitigation Plan-Monitoring Plan.dwg
Date: 7/1/08
Revised: 10/7/08, 10/27/08, 11/3/08
7/28/09, 9/16/09, 10/6/09, 1/26/10, 3/10/10
Drawn: DHO/FJC/J.Wilson/NTL



Sixteenth Order of Business



Beacon Lakes SFWMD NC Letter Call

July 29, 2019

Beacon Lakes SFWMD NC Letter

AGENDA

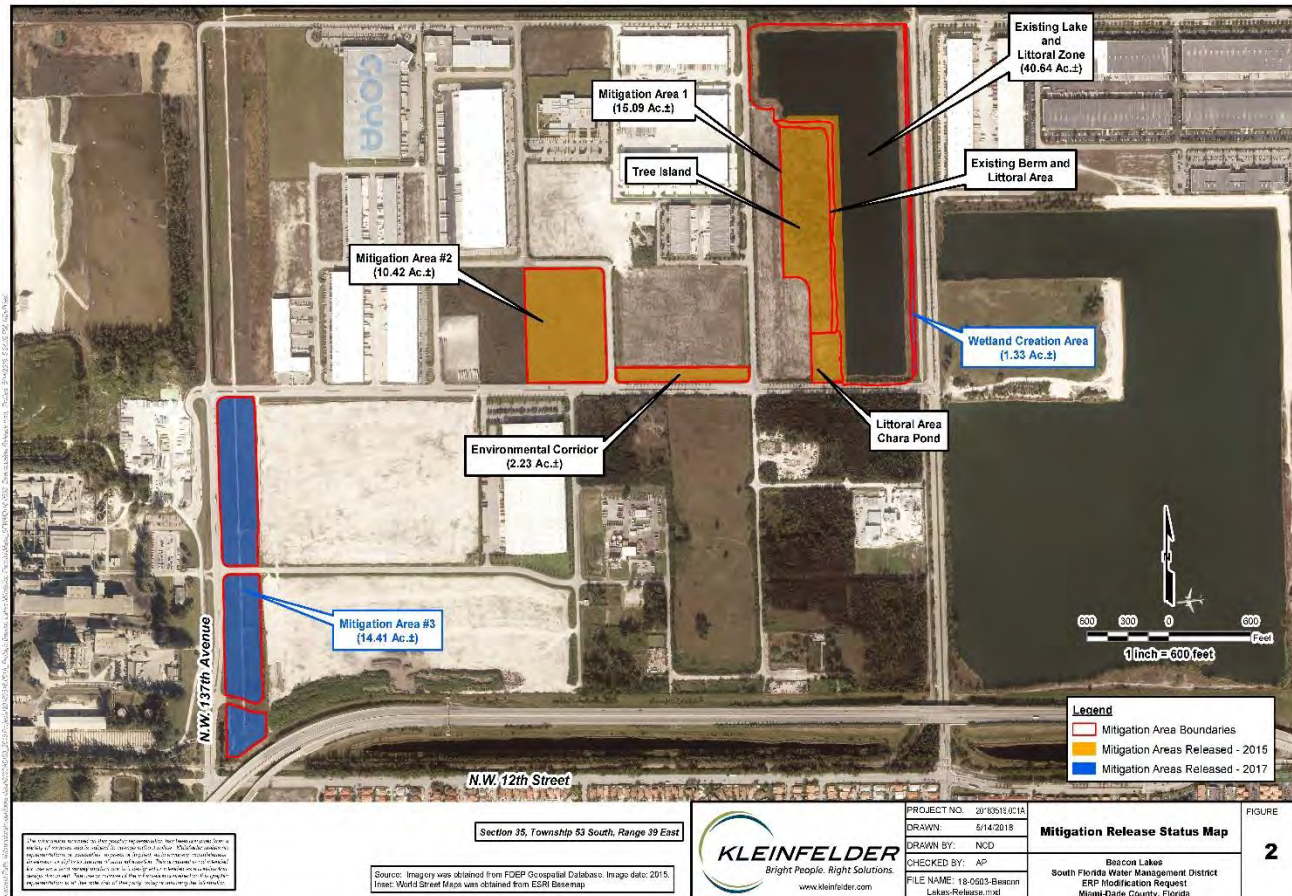
- ❑ **Discussion of NC Letter**
 - Items #1 and #2: Nuisance Vegetation
 - Item #3: Permit Modification Status
 - Item #4: Upland Buffer Plantings: NW 14th Street and Private Drive
 - Item #5: Mitigation Area #3 Fence Damage

- ❑ **Proposed Responses (Due August 21, 2019)**

- ❑ **Additional Items**
 - Future Plantings
 - Potential Issues Not Cited in NC Letter

- ❑ **Questions/Discussion**

Beacon Lakes Mitigation Areas



Discussion of NC Letter Items #1 and #2: Nuisance Vegetation

1. New SFWMD Inspector
 - Aerial Flights and Onsite Inspections
 - Early November 2019 Inspection (Zero Tolerance)
2. All Mitigation Areas (2015 Released and Not Released)
3. Environmental Corridor
 - Upland Buffer Gaps
 - Future Plantings

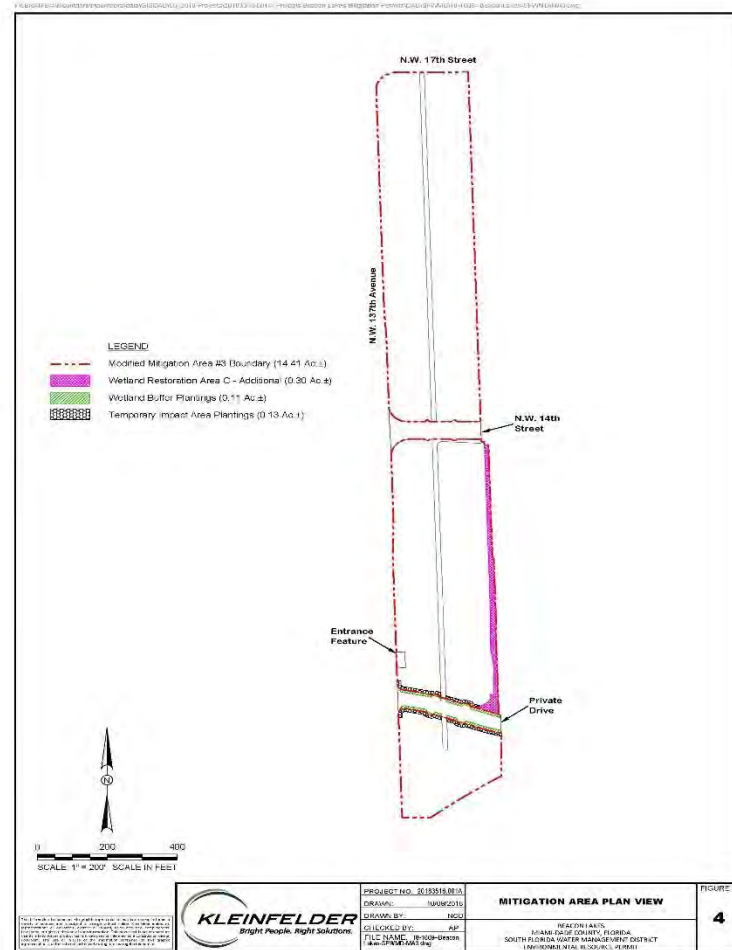
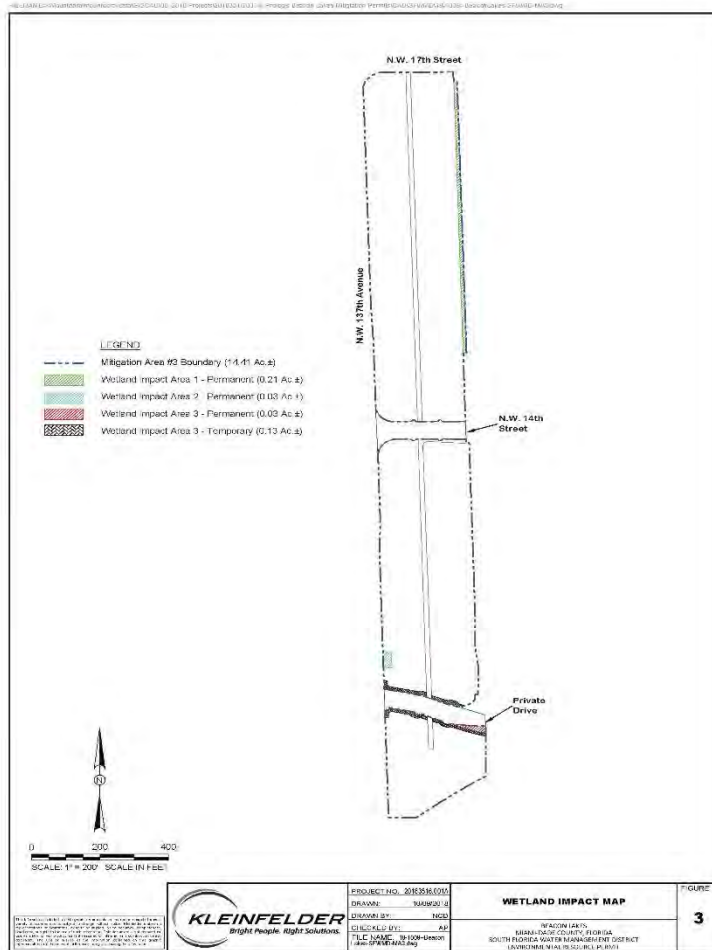
Environmental Corridor- Post-Stormwater Box Gaps



Discussion of NC Letter Items #3: Permit Modification Status

1. Kleinfelder Working with SFWMD on Permit Modification
2. Impact Resulted from Permitted Activity (DERM & SFWMD)
3. Replacement Mitigation Area Constructed
4. Working with L&O to Correct Mitigation Plantings

Mitigation Area #3: Pre- and Post-Modification



Discussion of NC Letter

Item #4: Upland Buffer Plantings: NW 14th / P. Drive

1. NW 14th Street

- Original Plantings Trimmed/Mowed by Landscaper
- SFWMD Recommends Waiting on Re-Planting Until Issue Resolved with Landscaper

2. Private Driveway

- Constructed in 2019
- Working with L&O on Correcting Plantings

Upland Buffer Plantings: Pre- and Post- “Mowed”

Compliant



Non-Compliant



Discussion of NC Letter

Item #5: Mitigation Area #3 Fence Damage



Proposed Responses (Due August 21, 2019)

1. Kleinfelder to Email SFWMD Reviewer with Status
2. Draft Response to Juan Alvarez by August 9th
3. Edits to Kleinfelder by August 16th
4. Submit on or before August 21st

Additional Items

1. November 1, 2019 Site Inspection
2. Future Plantings
3. Potential Issues Not Cited in NC Letter
 - Gate and Fence Repair
 - FPL Easement
 - Signage
 - Trash/Debris

Beacon Lakes SFWMD NC Letter

AGENDA

- ❑ **Discussion of NC Letter**
 - Items #1 and #2: Nuisance Vegetation
 - Item #3: Permit Modification Status
 - Item #4: Upland Buffer Plantings: NW 14th Street and Private Drive
 - Item #5: Mitigation Area #3 Fence Damage

- ❑ **Proposed Responses (Due August 21, 2019)**

- ❑ **Additional Items**
 - Future Plantings
 - Potential Issues Not Cited in NC Letter

- ❑ **Questions/Discussion**