

*Sweetwater Creek
Community Development District*

Agenda

March 3, 2022

AGENDA

**Sweetwater Creek
Community Development District**

475 West Town Place, Suite 114

St. Augustine, Florida 32092

www.SweetwaterCreekCDD.com

February 24, 2022

Board of Supervisors
Sweetwater Creek Community Development District
Call In #: 1-866-705-2554; Code 186663

Dear Board Members:

The Sweetwater Creek Community Development District Board of Supervisors Meeting is scheduled for **Thursday, March 3, 2022 at 4:00 p.m. at 624 Palencia Club Drive, St. Augustine, Florida 32095.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of the Consent Agenda
 - A. Minutes of the February 3, 2022 Meeting
 - B. Financial Statements
 - C. Check Register
- IV. Discussion with Architect on Plans for Fitness Center Expansion
- V. Consideration of Basham Lucas Work Authorization for Parts 3-10
- VI. Consideration of Construction RFP
- VII. Discussion on Child Watch
- VIII. Update on Torcido Upland Area Drainage Repair
- IX. Discussion on Resident Landscape Improvements on CDD Property
- X. Consideration of Resolution 2022-06, Adopting Amended Prompt Payment Policies
- XI. Staff Reports
 - A. Landscape Maintenance Team
 - B. District Counsel

- C. District Engineer – Ratification of Requisition No. 37
- D. Field Manager – Memorandum
- E. District Manager
- F. Amenity Facilities Manager
- XII. Supervisor Requests / Public Comment
- XIII. Next Scheduled Meeting – Thursday, April 7, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XIV. Adjournment

THIRD ORDER OF BUSINESS

A.

**MINUTES OF MEETING
SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Sweetwater Creek Community Development District was held on Thursday, **February 3, 2022** at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Rob Lisotta	Chairman
Stephen Handler	Vice Chairman
Ron Cervelli	Supervisor
Charles Usina	Supervisor

Also present were:

Ernesto Torres	District Manager, GMS
Erin Gunia	Amenity Manager
Jennifer Kilinski	District Counsel
Jerry Lambert	Field Operations Manager
Cheryl Graham	Riverside Management Services, Inc.

The following is a summary of the discussions and actions taken at the February 3, 2022 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Lisotta called the meeting to order at 4:00 p.m. Four Board members were present, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment

Resident (Dennis) commented on Torcido drainage repair. Quotes were discussed.

THIRD ORDER OF BUSINESS

Approval of the Consent Agenda

A. Minutes of the December 2, 2021 Meeting

Mr. Lisotta presented the December 2, 2021 meeting minutes and asked for any comments or corrections from the Board. There was a question about the swearing in of Mr. Cervelli and if he needed to be added to the minutes. The Board had no changes to the minutes.

B. Financial Statements

The financial statements as of December 31, 2021 were provided in the agenda and were for informational purposes. The Board had no questions.

C. Check Register

Mr. Lisotta presented the check register. The total was \$275,817.73.

On MOTION by Mr. Handler, seconded by Mr. Lisotta, with all in favor, the Consent Agenda, was approved.

FOURTH ORDER OF BUSINESS

Discussion of Torcido Upland Area Drainage Repair

Mr. Torres reviewed the quote contained in the agenda. Mr. Lisotta referred the question of repairing and then seeking restitution to Ms. Kilinski and she asked that the item be delayed until the next meeting so that she could discuss it further. Mr. Lisotta commented he was concerned about the length of time to repair and the water encroaching on his yard. Ms. Kilinski suggested they could do a not to exceed if they wanted to approve. Mr. Lisotta was hesitant to approve a not to exceed amount so the topic was delayed to the next meeting.

FIFTH ORDER OF BUSINESS

Discussion of Phased-In Irrigation Controller (Requested by Supervisor Handler)

Mr. Handler noted this was to move to a digital system for the irrigation system. This would assist with review and trouble shooting. Cost savings and penalty costs were discussed. This would replace older pumps and controllers would be moved to digital. After discussion, the Board decided to delay this item to the March meeting.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2022-05,
Instructing the St. Johns County Elections
Office to Conduct the District's 2022 General
Election**

Mr. Lisotta stated this needed a vote from the Board and asked for a motion.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, the Resolution 2022-05, Instructing the St. Johns County Elections Office to Conduct the District's 2022 General Election, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Revised Engineer's Report

Mr. Lisotta noted that this report included some modifications to add the renovations to the amenity center building and other renovations can be reimbursed through the bond process.

On MOTION by Mr. Handler, seconded by Mr. Lisotta, with all in favor, the Revised Engineer's Report, was approved.

EIGHTH ORDER OF BUSINESS

Discussion on Fishing in District Ponds

Mr. Lisotta noted residents had concerns about fishing and no fishing signs that were on specific ponds. Discussion ensued on changing District rules, continuing signs, or removing signs. After discussion the Board decided to keep the current policy and make no changes.

NINTH ORDER OF BUSINESS

**Discussion on Cooperation Between Marshall
Creek and Sweetwater Boards (Requested by
Supervisor Cervelli)**

Mr. Cervelli noted an email came from Marshall Creek and that there were some concerns with the request in that it was broad, not specific, and without a lot of direction. He added he would be in favor of this if it was something specific. Board discussion included options for discussions such as pickle ball courts and the ability to work with Marshall Creek, but not having open discussion on broad non-specific topics.

TENTH ORDER OF BUSINESS**Staff Reports****A. Landscape Maintenance Team**

Mr. Lambert gave an update on the Duval landscaping projects. There was discussion on proposals and quotes on irrigation issues in areas in the community. The Board asked for quotes on irrigating to bring back to the Board. There was discussion on planting in an area of the community. Mr. Lisotta commented on concerns about landscaping areas at residents' request and this was a concern for the District and limited budgets.

B. District Counsel

Ms. Kilinski noted there were no further updates.

C. District Engineer

Mr. Torres stated there was nothing further from the District Manager.

D. Field Manager – Memorandum

Mr. Lambert updated the Board on ongoing projects and are attached in the agenda.

E. District Manager

There being none, the next item followed.

F. Amenity Facilities Manager

Ms. Gunia gave updates on the monthly report.

ELEVENTH ORDER OF BUSINESS**Supervisor Requests/Public Comment****Resident Comments:**

- Resident commented on the desire for pickle ball courts. Discussion with several residents and Board ensued on this topic.
- Resident (Mr. Johnson) commented on the water irrigation and drainage behind house to
- Landscaping projects on CDD property. Mr. Lisotta replied that they could work with residents on District permitting.
- Resident commented on wanting target dates on proposals and pricing for the irrigation issue. Mr. Lisotta replied on delays with the pandemic, and it was difficult to give target dates.

- Discussion ensued on quotes for pickle ball courts and fitness center, future plan of action for expansion, budget concerns, and continued discussion of all issues at next meeting.

Supervisor Comments:

- Mr. Lisotta asked about fitness center expansion. This will be brought to the next meeting with more details. Mr. Lisotta asked that the Board consider this construction project.

TWELTH ORDER OF BUSINESS

Next Scheduled Meetings – Thursday, March 3, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095

Mr. Lisotta stated that the next Board of Supervisors meeting is scheduled for Thursday, March 3, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Handler, seconded by Mr. Cervelli, with all in favor, the Board of Supervisors Meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Sweetwater Creek
Community Development District

Unaudited Financial Reporting
January 31, 2022



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Sweetwater Creek
Community Development District
Balance Sheet
January 31, 2022

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:					
Cash:					
Cash - Operating Account	\$ 281,687	\$ -	\$ 110,610	\$ -	\$ 392,297
Cash - Amenity Account	\$ 69,494	\$ -	\$ -	\$ -	\$ 69,494
Cash - Debit Card Account	\$ 5,987	\$ -	\$ -	\$ -	\$ 5,987
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 110,550	\$ -	\$ -	\$ 110,550
Revenue	\$ -	\$ 736,042	\$ -	\$ -	\$ 736,042
Construction	\$ -	\$ -	\$ -	\$ 1,249,636	\$ 1,249,636
Prepaid Expenses	\$ 6,760	\$ -	\$ -	\$ -	\$ 6,760
Investment SBA GF	\$ 175,240	\$ -	\$ -	\$ -	\$ 175,240
Investment - Custody	\$ 998,651	\$ -	\$ -	\$ -	\$ 998,651
Due From Capital Reserve Fund	\$ 35,419	\$ -	\$ -	\$ -	\$ 35,419
Due From Capital	\$ -	\$ -	\$ 10,375	\$ -	\$ 10,375
Due from Other	\$ 889	\$ -	\$ -	\$ -	\$ 889
Total Assets	\$ 1,574,127	\$ 979,661	\$ 120,985	\$ 1,249,636	\$ 3,924,410
Liabilities:					
Accounts Payable	\$ 19,653	\$ -	\$ 10,375	\$ -	\$ 30,028
Due to Amenity	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 19,653	\$ -	\$ 10,375	\$ -	\$ 30,028
Fund Balances:					
Assigned For Debt Service	\$ -	\$ 979,661	\$ -	\$ -	\$ 979,661
Assigned For Capital Reserves	\$ -	\$ -	\$ 110,610	\$ -	\$ 110,610
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 1,249,636	\$ 1,249,636
Unassigned	\$ 1,554,475	\$ -	\$ -	\$ -	\$ 1,554,475
Total Fund Balances	\$ 1,554,475	\$ 979,661	\$ 110,610	\$ 1,249,636	\$ 3,894,382
Total Liabilities & Fund Equity	\$ 1,574,127	\$ 979,661	\$ 120,985	\$ 1,249,636	\$ 3,924,410

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending January 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
Revenues:				
Assessments	\$ 1,587,595	\$ 1,488,649	\$ 1,488,649	\$ -
Fitness Center Revenue	\$ 13,875	\$ 4,625	\$ 450	\$ (4,175)
Interest	\$ -	\$ -	\$ 84	\$ 84
Total Revenues	\$ 1,601,470	\$ 1,493,274	\$ 1,489,184	\$ (4,091)
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 2,400	\$ 1,600
Engineering Fees	\$ 10,000	\$ 3,333	\$ 9,387	\$ (6,054)
District Counsel	\$ 35,000	\$ 11,667	\$ 10,335	\$ 1,332
Audit Fees	\$ 3,700	\$ -	\$ -	\$ -
Arbitrage	\$ 500	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Dissemination	\$ 5,000	\$ 1,667	\$ 1,667	\$ (0)
Trustee Fees	\$ 3,800	\$ 2,917	\$ 2,917	\$ -
District Management Fees	\$ 42,500	\$ 14,167	\$ 14,167	\$ (0)
Telephone	\$ 250	\$ 83	\$ 369	\$ (286)
Postage	\$ 3,050	\$ 1,017	\$ 584	\$ 433
Public Official Insurance	\$ 4,041	\$ 4,041	\$ 3,803	\$ 238
Copies	\$ 700	\$ 233	\$ 193	\$ 41
Miscellaneous	\$ 1,500	\$ 500	\$ 214	\$ 286
Legal Advertising	\$ 2,700	\$ 900	\$ 99	\$ 801
Information Technology	\$ 800	\$ 267	\$ 267	\$ -
Website Maintenance	\$ 600	\$ 200	\$ 200	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 131,316	\$ 50,166	\$ 51,775	\$ (1,609)
Operation and Maintenance				
Electric	\$ 64,000	\$ 21,333	\$ 21,163	\$ 170
Field Management Fees	\$ 80,000	\$ 26,667	\$ 26,667	\$ (0)
General Insurance	\$ 5,445	\$ 5,445	\$ 5,123	\$ 322
Landscape Maintenance	\$ 346,000	\$ 115,333	\$ 97,092	\$ 18,241
Landscape Improvements	\$ 50,000	\$ 16,667	\$ 17,118	\$ (451)
Lake Maintenance	\$ 20,921	\$ 6,974	\$ 6,152	\$ 822
Fountain Maintenance	\$ 1,500	\$ 500	\$ -	\$ 500
Irrigation Repairs & Maintenance	\$ 17,000	\$ 5,667	\$ 7,479	\$ (1,812)
Storm Clean-Up	\$ 2,000	\$ 667	\$ -	\$ 667
Field Repairs & Maintenance	\$ 20,000	\$ 6,667	\$ 15,584	\$ (8,917)
Tree Removals	\$ 12,540	\$ 4,180	\$ -	\$ 4,180
Streetlight Repairs	\$ 2,250	\$ 750	\$ -	\$ 750
Signage Repairs	\$ 1,500	\$ 500	\$ 687	\$ (187)
Holiday Decoration	\$ 5,000	\$ 1,667	\$ 269	\$ 1,397
Miscellaneous Field Supplies	\$ 4,250	\$ 1,417	\$ -	\$ 1,417
Total Field Operations:	\$ 632,406	\$ 214,432	\$ 197,333	\$ 17,099

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending January 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
Amenities				
Administrative:				
Property & Casualty Insurance	\$ 23,481	\$ 23,481	\$ 22,100	\$ 1,381
Payroll - Salaried	\$ 109,551	\$ 36,517	\$ 35,755	\$ 762
Payroll - Hourly	\$ 80,084	\$ 26,695	\$ 25,933	\$ 762
Payroll - Benefits	\$ 32,126	\$ 10,709	\$ 9,947	\$ 762
Payroll Taxes	\$ 18,551	\$ 6,184	\$ 5,422	\$ 762
Professional Services - Engineering	\$ 51,486	\$ 17,162	\$ 16,400	\$ 762
Professional Services - Information Technology	\$ 250	\$ 83	\$ 587	\$ (504)
Travel & Per Diem	\$ 150	\$ 50	\$ -	\$ 50
Training	\$ 200	\$ 67	\$ -	\$ 67
Licenses & Permits	\$ 400	\$ 133	\$ 400	\$ (267)
Subscriptions & Memberships	\$ 500	\$ 167	\$ 108	\$ 59
Office Supplies	\$ 3,000	\$ 1,000	\$ 511	\$ 489
Office Equipment	\$ 2,000	\$ 667	\$ 371	\$ 296
Communication - Telephone/Internet/TV	\$ 10,000	\$ 3,333	\$ 3,675	\$ (341)
Internet/Telephone - Guard House	\$ 3,600	\$ 1,200	\$ 1,222	\$ (22)
Cost Share Expense - Marshall Creek	\$ 63,453	\$ -	\$ -	\$ -
Field:				
General Utilities	\$ 83,000	\$ 27,667	\$ 19,275	\$ 8,392
Refuse Removal	\$ 3,000	\$ 1,000	\$ 1,157	\$ (157)
Security	\$ 64,851	\$ 21,617	\$ 27,011	\$ (5,394)
Janitorial Services	\$ 16,000	\$ 5,333	\$ 4,571	\$ 762
Operating Supplies - Spa & Paper	\$ 4,500	\$ 1,500	\$ 919	\$ 581
Operating Supplies - Uniforms	\$ 500	\$ 167	\$ -	\$ 167
Cleaning Supplies	\$ 15,000	\$ 5,000	\$ 3,094	\$ 1,906
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 8,000	\$ 8,000	\$ -
Gate Repairs & Maintenance	\$ 2,500	\$ 833	\$ -	\$ 833
Guardhouse Maintenance	\$ 2,500	\$ 833	\$ 132	\$ 702
Dog Park Repairs & Maintenance	\$ 3,650	\$ 1,217	\$ 2,323	\$ (1,107)
Park Mulch	\$ 1,500	\$ 500	\$ -	\$ 500
Playground Repairs & Maintenance	\$ 2,500	\$ 833	\$ 67	\$ 767
Miscellaneous	\$ 1,000	\$ 333	\$ 56	\$ 278
Buildings Repairs & Maintenance	\$ 15,000	\$ 5,000	\$ 1,857	\$ 3,143
Pest Control	\$ 2,500	\$ 833	\$ 398	\$ 435
Pools Maintenance - Contract	\$ 15,000	\$ 5,000	\$ 5,080	\$ (80)
Pools Repairs & Maintenance	\$ 10,000	\$ 3,333	\$ 814	\$ 2,519
Pools Chemicals	\$ 2,500	\$ 833	\$ 527	\$ 306
Signage & Amenity Repairs	\$ 300	\$ 100	\$ 143	\$ (43)
Special Events	\$ 10,000	\$ 3,333	\$ 755	\$ 2,578
Fitness:				
Professional Services - Outside Fitness	\$ 52,872	\$ 17,624	\$ 16,862	\$ 762
Fitness Equipment Repairs & Maintenance	\$ 5,000	\$ 1,667	\$ 2,746	\$ (1,080)
Fitness Equipment Rental	\$ 35,000	\$ 11,667	\$ 2,053	\$ 9,613
Miniature Golf Course Maintenance	\$ 750	\$ 250	\$ -	\$ 250
Miscellaneous Fitness Supplies	\$ 6,300	\$ 2,100	\$ 493	\$ 1,607
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 2,133	\$ 353	\$ 1,780
Total Amenities	\$ 784,955	\$ 256,155	\$ 221,118	\$ 35,037
Reserves				
Capital Reserve Transfer	\$ 110,000	\$ -	\$ -	\$ -
Total Reserves	\$ 110,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,658,677	\$ 520,753	\$ 470,226	\$ 50,527
Excess Revenues (Expenditures)	\$ (57,207)		\$ 1,018,958	
Fund Balance - Beginning	\$ 57,207		\$ 535,517	
Fund Balance - Ending	\$ -		\$ 1,554,475	

Sweetwater Creek

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending January 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
Revenues:				
Special Assessments	\$ 746,019	\$ 704,484	\$ 704,484	\$ -
Prepayments	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 7	\$ 7
Total Revenues	\$ 746,019	\$ 704,484	\$ 704,491	\$ 7
Expenditures:				
Series 2019 - A1				
Interest - 11/01	\$ 92,578	\$ 92,578	\$ 92,578	\$ -
Special Call - 11/01	\$ -	\$ -	\$ 15,000	\$ (15,000)
Interest - 05/01	\$ 92,578	\$ -	\$ -	\$ -
Principal - 05/01	\$ 340,000	\$ -	\$ -	\$ -
Special Call - 05/01	\$ -	\$ -	\$ -	\$ -
Series 2019 - A2				
Interest - 11/01	\$ 51,650	\$ 51,650	\$ 51,650	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Interest - 05/01	\$ 51,650	\$ -	\$ -	\$ -
Principal - 05/01	\$ 115,000	\$ -	\$ -	\$ -
Special Call - 05/01	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 743,456	\$ 144,228	\$ 164,228	\$ (20,000)
Other Sources/(Uses)				
Transfer In	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 2,562		\$ 540,263	
Fund Balance - Beginning	\$ 171,450		\$ 439,398	
Fund Balance - Ending	\$ 174,013		\$ 979,661	

Sweetwater Creek

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending January 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/22	Thru 01/31/22	Variance
Revenues:				
Cost Share - Marshal Creek	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ 20,000	\$ 6,667	\$ 44,175	\$ (37,508)
Repair and Maintenance	\$ 20,000	\$ 6,667	\$ 4,342	\$ 2,325
Other Current Charges	\$ 1,470	\$ 490	\$ 139	\$ 351
Total Expenditures	\$ 41,470	\$ 13,823	\$ 48,656	\$ (34,832)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 110,000	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 110,000	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 68,530		\$ (48,656)	
Fund Balance - Beginning	\$ 160,961		\$ 159,266	
Fund Balance - Ending	\$ 229,491		\$ 110,610	

Sweetwater Creek

Community Development District Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending January 31, 2022

	Adopted Budget	Prorated Budget Thru 01/31/22	Actual Thru 01/31/22	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 21	\$ 21
Total Revenues	\$ -	\$ -	\$ 21	\$ 21
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 21	
Fund Balance - Beginning	\$ -		\$ 1,249,616	
Fund Balance - Ending	\$ -		\$ 1,249,636	

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments	\$ -	\$ 269,678	\$ 358,875	\$ 860,097	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,488,649
Fitness Center Revenue	\$ -	\$ 325	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 24	\$ 18	\$ 20	\$ 23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
Total Revenues	\$ 24	\$ 270,021	\$ 359,019	\$ 860,120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,489,184
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 800	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,400
Engineering Fees	\$ 8,012	\$ 322	\$ 721	\$ 332	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,387
District Counsel	\$ 3,490	\$ 2,609	\$ 3,730	\$ 507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,335
Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,667
Trustee Fees	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,917
District Management Fees	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,167
Telephone	\$ 166	\$ -	\$ 71	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 369
Postage	\$ 215	\$ -	\$ 300	\$ 69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 584
Public Official Insurance	\$ 3,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,803
Copies	\$ 117	\$ -	\$ 76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193
Miscellaneous	\$ 205	\$ -	\$ 9	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214
Legal Advertising	\$ 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99
Information Technology	\$ 67	\$ 67	\$ 67	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267
Website Maintenance	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 29,073	\$ 7,806	\$ 9,780	\$ 5,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,775
<u>Operation and Maintenance</u>													
Electric	\$ 5,204	\$ 5,168	\$ 5,226	\$ 5,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,163
Field Management Fees	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,667
General Insurance	\$ 5,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,123
Landscape Maintenance	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,092
Landscape Improvements	\$ 529	\$ 9,838	\$ -	\$ 6,751	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,118
Lake Maintenance	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,152
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs & Maintenance	\$ 4,024	\$ 3,275	\$ -	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,479
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Repairs & Maintenance	\$ 2,901	\$ 6,205	\$ 6,192	\$ 286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,584
Tree Removals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlight Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage Repairs	\$ -	\$ 687	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 687
Holiday Decoration	\$ -	\$ -	\$ 269	\$ -	\$ -	\$ -	\$ -	\$ 269	\$ -	\$ -	\$ -	\$ -	\$ 269
Miscellaneous Field Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Field Operations:	\$ 50,257	\$ 57,651	\$ 44,164	\$ 45,261	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,333

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenities													
Administrative:													
Property & Casualty Insurance	\$ 22,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,100
Payroll - Salaried	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,755
Payroll - Hourly	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,933
Payroll - Benefits	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,947
Payroll Taxes	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,422
Professional Services - Engineering	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,400
Professional Services - Information Technology	\$ 150	\$ 266	\$ 21	\$ 151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 587
Travel & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ 375	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400
Subscriptions & Memberships	\$ 27	\$ 27	\$ 27	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108
Office Supplies	\$ 65	\$ 59	\$ 388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 511
Office Equipment	\$ -	\$ 13	\$ 350	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 371
Communication - Telephone/Internet/TV	\$ 897	\$ 937	\$ 997	\$ 845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,675
Internet/Telephone - Guard House	\$ 406	\$ 306	\$ 306	\$ 203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,222
Cost Share Expense - Marshall Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field:													
General Utilities	\$ 3,438	\$ 4,601	\$ 5,844	\$ 5,392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,275
Refuse Removal	\$ 250	\$ 302	\$ 302	\$ 302	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,157
Security	\$ 6,736	\$ 6,718	\$ 6,790	\$ 6,766	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,011
Janitorial Services	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,571
Operating Supplies - Spa & Paper	\$ 244	\$ 200	\$ 272	\$ 202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 919
Operating Supplies - Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cleaning Supplies	\$ 38	\$ 1,071	\$ 1,875	\$ 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,094
Amenity Landscape Maintenance & Improvements	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Gate Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guardhouse Maintenance	\$ -	\$ -	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132
Dog Park Repairs & Maintenance	\$ -	\$ 1,850	\$ 473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,323
Park Mulch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Repairs & Maintenance	\$ (30)	\$ 79	\$ 17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67
Miscellaneous	\$ 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56
Buildings Repairs & Maintenance	\$ 989	\$ 521	\$ -	\$ 347	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,857
Pest Control	\$ 190	\$ 68	\$ 68	\$ 72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398
Pools Maintenance - Contract	\$ 1,129	\$ 1,129	\$ 1,411	\$ 1,411	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,080
Pools Repairs & Maintenance	\$ 330	\$ 176	\$ -	\$ 308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 814
Pools Chemicals	\$ 229	\$ -	\$ 298	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527
Signage & Amenity Repairs	\$ -	\$ -	\$ -	\$ 143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143
Special Events	\$ 755	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 755
Fitness:													
Professional Services - Outside Fitness	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,862
Fitness Equipment Repairs & Maintenance	\$ 685	\$ -	\$ 2,020	\$ 41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,746
Fitness Equipment Rental	\$ 513	\$ 513	\$ 513	\$ 513	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,053
Miniature Golf Course Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Fitness Supplies	\$ 181	\$ 139	\$ -	\$ 173	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 493
Capital Outlay - Machinery & Equipment	\$ -	\$ -	\$ 353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 353
Total Amenities	\$ 70,101	\$ 50,075	\$ 53,205	\$ 47,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 221,118
Reserves													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 149,431	\$ 115,531	\$ 107,149	\$ 98,115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,226
Excess Revenues (Expenditures)	\$ (149,407)	\$ 154,490	\$ 251,870	\$ 762,005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,018,958

Sweetwater Creek

Community Development District

Long Term Debt Report

SERIES 2019A-1, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	2.000%, 2.125%, 2.250%, 2.375%, 2.500%, 2.950%, 3.170%
MATURITY DATE:	5/1/2038
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$133,070
RESERVE FUND BALANCE	\$133,070
BONDS OUTSTANDING - 07/30/19	\$7,825,000
LESS: MAY 1, 2020	(\$330,000)
LESS: MAY 1, 2020 (SPECIAL CALL)	(\$15,000)
LESS: NOV 1, 2020 (SPECIAL CALL)	(\$40,000)
LESS: MAY 1, 2021	(\$340,000)
LESS: MAY 1, 2021 (SPECIAL CALL)	(\$40,000)
LESS: NOV 1, 2021 (SPECIAL CALL)	(\$15,000)
CURRENT BONDS OUTSTANDING	\$7,045,000

SERIES 2019A-2, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	3.560%, 4.020%
MATURITY DATE:	5/1/2038
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$110,550
RESERVE FUND BALANCE	\$110,550
BONDS OUTSTANDING - 07/30/19	\$2,980,000
LESS: MAY 1, 2020	(\$110,000)
LESS: MAY 1, 2020 (SPECIAL CALL)	(\$10,000)
LESS: NOV 1, 2020 (SPECIAL CALL)	(\$15,000)
LESS: MAY 1, 2021	(\$115,000)
LESS: MAY 1, 2021 (SPECIAL CALL)	(\$15,000)
LESS: NOV 1, 2021 (SPECIAL CALL)	(\$5,000)
CURRENT BONDS OUTSTANDING	\$2,710,000

Sweetwater Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

Gross Assessments \$ 1,668,238.19 \$ 789,472.45 \$ 2,457,710.64
Net Assessments \$ 1,568,143.90 \$ 742,104.10 \$ 2,310,248.00

ON ROLL ASSESSMENTS

67.88% 32.12% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2019 Debt Service Asmt</i>	<i>Total</i>
11/4/21	1	\$28,737.55	(\$544.47)	(\$1,514.16)	\$0.00	\$26,678.92	\$18,109.05	\$8,569.87	\$26,678.92
11/17/21	2	\$86,374.57	(\$1,659.17)	(\$3,416.12)	\$0.00	\$81,299.28	\$55,184.11	\$26,115.17	\$81,299.28
11/23/21	3	\$307,526.98	(\$5,904.52)	(\$12,301.09)	\$0.00	\$289,321.37	\$196,384.78	\$92,936.59	\$289,321.37
12/09/22	4	\$345,788.25	(\$6,639.13)	(\$13,831.55)	\$0.00	\$325,317.57	\$220,818.18	\$104,499.39	\$325,317.57
12/21/22	5	\$216,063.99	(\$4,150.81)	(\$8,523.43)	\$0.00	\$203,389.75	\$138,056.35	\$65,333.40	\$203,389.75
01/14/22	6	\$1,346,829.98	(\$25,859.13)	(\$53,873.33)	\$0.00	\$1,267,097.52	\$860,077.03	\$407,020.49	\$1,267,097.52
01/21/22	INTEREST		\$0.00	\$0.00	\$29.30	\$29.30	\$19.89	\$9.41	\$29.30
02/16/22	7	\$46,678.50	(\$906.82)	(\$1,337.65)	\$0.00	\$44,434.03	\$30,160.81	\$14,273.22	\$44,434.03
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$ 2,377,999.82	\$ (45,664.05)	\$ (94,797.33)	\$ 29.30	\$ 2,237,567.74	\$ 1,518,810.20	\$ 718,757.54	\$ 2,237,567.74

97%	Net Percent Collected
\$ 72,680.26	Balance Remaining to Collect

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$ 8,032.00
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$ 4,293.70
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$ 8,090.00
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$ 6,250.00
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$ 4,495.00
1/6/20	6	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$ 46,000.00
1/6/20	7	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefD120 - 10% upon execution of the Agreement	\$ 11,500.00
2/6/20	8	East Coast Wells & Pump Service	Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor	\$ 2,137.00
2/6/20	9	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrffnl220 - 10% Balance Upon Final Sign Off	\$ 11,500.00
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$ 6,790.80
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$ 35,240.00
2/24/20	12	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$ 46,000.00
2/26/20	13	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCgtr220 - Gutter Grating Supports repaired	\$ 500.00
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$ 5,034.68
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 - Back Flow Testing	\$ 265.00
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$ 6,790.80
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$ 3,000.02
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffic Study & Certification Package	\$ 1,062.00
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$ 4,000.44
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$ 16,357.00
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$ 12,310.00
6/22/20	22	Yellowstone Landscape	Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$ 25,583.33
7/14/20	23	Hopping Green & Sams	Invoice: 113207, 113803, 114427, 115066 - Project Construction	\$ 1,053.50
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$ 1,458.00
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	\$ 24,722.16
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$ 7,888.00
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$ 559.00
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$ 2,644.28
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$ 258.00
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$ 1,075.00
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$ 5,034.00
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$ 58,703.67
2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$ 2,570.79
5/13/21	34	Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$ 2,570.78
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$ 3,444.73
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$ 210.00
TOTAL				\$ 377,423.68
10/1/19		Interest		\$ 227.99
11/1/19		Interest		\$ 196.36
12/1/19		Interest		\$ 189.23
12/31/19		Transfer from COI		\$ 4,581.32
1/1/20		Interest		\$ 195.38
2/1/20		Interest		\$ 186.54
3/1/20		Interest		\$ 150.41
3/10/20		Transfer from Lennar Homes		\$ 79,820.57
4/1/20		Interest		\$ 65.90
5/1/20		Interest		\$ 11.65
6/1/20		Interest		\$ 12.01
7/1/20		Interest		\$ 6.89
8/1/20		Interest		\$ 6.32
9/1/20		Interest		\$ 5.71
10/1/20		Interest		\$ 5.44
11/1/20		Interest		\$ 5.60
11/24/20			Check returned from Hopping Green & Sams req # 29	\$ 258.00
12/1/20		Interest		\$ 5.41
1/1/21		Interest		\$ 5.58
2/1/21		Interest		\$ 5.59
3/1/21		Interest		\$ 4.95
4/1/21		Interest		\$ 5.33
5/1/21		Interest		\$ 5.16
6/1/21		Interest		\$ 5.32
7/1/21		Interest		\$ 5.14
8/1/21		Interest		\$ 5.31
9/1/21		Interest		\$ 5.31
10/1/21		Interest		\$ 5.14
11/1/21		Interest		\$ 5.31
12/1/21		Interest		\$ 5.14
1/1/22		Interest		\$ 5.31
TOTAL				\$ 85,999.32
Project (Construction) Fund at 07/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 10/31/21				\$ 86,282.15
Requisitions Paid thru 12/31/21				\$ (377,423.68)
Remaining Project (Construction) Fund				\$ 1,249,636.43
Approved Projects (not yet funded)				
Contractor TBD				
Yellowstone				
Amenity Expansion				\$ 1,000,000.00
Irrigation System Replacement				\$ 81,642.75
Total				\$ 1,081,642.75
Unassigned				\$ 167,993.68

C.

Sweetwater Creek

Community Development District

Summary of Invoices

January 01, 2022 - January 31, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	1/6/22	3631-3635	\$ 44,386.86
	1/11/22	3636	\$ 4,277.52
	1/13/22	3637	\$ 720.68
	1/20/22	3638	\$ 2,513.46
			<hr/>
			\$ 51,898.52
Amenity Fund			
	1/6/22	2056-2065	\$ 25,501.13
	1/13/22	2066-2069	\$ 29,610.40
	1/20/22	2071	\$ 513.32
	1/26/22	2072-2074	\$ 7,009.76
			<hr/>
			\$ 62,634.61
Capital Reserve			
	1/13/22	5	\$ 8,756.00
	1/26/22	6	\$ 35,419.16
			<hr/>
			\$ 44,175.16
TOTAL			<hr/>
			\$ 158,708.29

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/06/22	00086	11/15/21 14091	202111 320-53800-46400	RIO DEL NORTE REVAMP	*	4,159.95	
		11/18/21 14120	202111 320-53800-46400	RIO DEL NORTE ANNUALS	*	1,001.20	
		11/30/21 14365	202111 320-53800-46400	LAS CALINAS&DOSAL EMPTYBD	*	1,225.48	
		11/30/21 14366	202111 320-53800-46400	OVALO&LAS CALINAS EMPTYBD	*	1,185.95	
		1/03/22 14736	202201 320-53800-46200	JAN LANDSCAPE MAINT	*	24,273.00	
DUVAL LANDSCAPE MAINTENANCE							31,845.58 003631
1/06/22	00064	9/29/21 40540	202109 320-53800-47300	RPR CONTROL BOX	*	607.00	
EAST COAST WELLS & PUMP SERVICE							607.00 003632
1/06/22	00063	12/31/21 71123	202112 320-53800-47000	DEC LAKE MAINTENANCE	*	1,538.00	
FUTURE HORIZONS							1,538.00 003633
1/06/22	00084	1/03/22 937	202112 310-51300-31500	DEC GENERAL COUNSEL	*	3,729.61	
KE LAW GROUP PLLC							3,729.61 003634
1/06/22	00071	1/01/22 24	202201 320-53800-12100	JAN CONTRACT ADMIN	*	6,666.67	
RIVERSIDE MANAGEMENT SERVICES							6,666.67 003635
1/11/22	00029	1/01/22 59	202201 310-51300-34000	MANAGEMENT FEES JAN22	*	3,541.67	
		1/01/22 59	202201 310-51300-35200	WEBSITE ADMIN JAN22	*	50.00	
		1/01/22 59	202201 310-51300-35100	INFORMATION TECH JAN22	*	66.67	
		1/01/22 59	202201 310-51300-31300	DISSEMINATION FEE JAN22	*	416.67	
		1/01/22 59	202201 310-51300-49000	OFFICE SUPPLIES	*	.75	
		1/01/22 59	202201 310-51300-42000	POSTAGE	*	69.30	
		1/01/22 59	202201 310-51300-41000	TELEPHONE	*	132.46	
GOVERNMENTAL MANAGEMENT SERVICES							4,277.52 003636
1/13/22	00011	1/10/22 200999	202112 310-51300-31100	DEC H2O USE/METER READING	*	330.68	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		1/10/22	201000 202112 310-51300-31100		*	390.00	
			DEC PROFESSIONAL SERVICES	ENGLAND-THIMS & MILLER, INC			720.68 003637
1/20/22	00071	1/12/22 25	202112 320-53800-47301		*	2,244.29	
			DEC FAC MAINTENANCE				
		1/12/22 25	202112 320-53800-49300		*	269.17	
			DEC HOLIDAY DECORATIONS	RIVERSIDE MANAGEMENT SERVICES			2,513.46 003638
TOTAL FOR BANK A						51,898.52	
TOTAL FOR REGISTER						51,898.52	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/06/22	00020	12/16/21 12162021	202112 330-53800-52200	REF 1810827394	*	31.96	
				PUBLIX SUPER MARKETS INC			31.96 002062
1/06/22	00038	12/08/21 17166	202112 330-53800-64000	RPR HEAD JACKS TO CARDIO	*	353.12	
				SOUTHEAST FITNESS REPAIR			353.12 002063
1/06/22	00023	12/09/21 90225353	202112 330-53800-52200	SPA&PAPER-SHWR GEL&SHAMP	*	175.48	
				STATE CHEMICAL SOLUTIONS			175.48 002064
1/06/22	00041	12/28/21 8089704	202112 340-53800-34400	DEC PEST CONTROL	*	68.25	
				TURNER PEST CONTROL,LLC			68.25 002065
1/13/22	00080	12/23/21 710164	202112 330-53800-48400	ADD RES AS OF 11/30/21	*	60.00	
				ENVERA			60.00 002066
1/13/22	00096	12/01/21 1089	202112 330-53800-44000	DEC SPIN BIKE LEASE	*	513.32	
				FRANK A. FLORI DBA CHARIMAN'S ENT			513.32 002067
1/13/22	00016	1/01/22 01012022	202201 330-53800-12000	JAN PAYROLL SALARIED	*	8,938.79	
		1/01/22 01012022	202201 330-53800-13000	JAN PAYROLL HOURLY	*	6,483.21	
		1/01/22 01012022	202201 340-53800-34500	JAN PROSERV OUTSIDE FTNSS	*	4,215.54	
		1/01/22 01012022	202201 330-53800-23000	JAN PAYROLL BENEFITS	*	2,486.71	
		1/01/22 01012022	202201 330-53800-21000	JAN PAYROLL TAXES	*	1,355.46	
		1/01/22 01012022	202201 330-53800-31100	JAN PROSERV ENGINEERING	*	4,100.04	
		1/01/22 01012022	202201 330-53800-35200	JAN PROSERV INFO TECH	*	20.80	
		1/01/22 01012022	202201 330-53800-46500	JAN PAYROLL JANITORIAL	*	1,142.87	
				MARSHALL CREEK CDD			28,743.42 002068
1/13/22	00038	12/07/21 17114A	202112 340-53800-48200	RPLC HP JACK	*	222.00	
				SOUTHEAST FITNESS REPAIR			222.00 002069
				SWCC SWEETWATER CRK BPEREGRINO			

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT #
1/13/22	00041	1/11/22 8160733	202201 340-53800-34400	JAN PEST CONTROL	*	71.66	
				TURNER PEST CONTROL,LLC			71.66 002070
1/20/22	00096	1/01/22 1093	202201 330-53800-44000	JAN SPIN BIKE LEASE	*	513.32	
				FRANK A. FLORI DBA CHARIMAN'S ENT			513.32 002071
1/26/22	00005	1/06/22 41-23350	202201 330-53800-52200	SPA PAPER	*	114.07	
		1/06/22 41-23350	202201 330-53800-52100	URINAL SCREENS	*	24.85	
		1/13/22 41-23385	202201 330-53800-52100	WETJET CLOTHES& TRASHBAGS	*	85.56	
				DOWNEY'S JANITORIAL SUPPLIES			224.48 002072
1/26/22	00080	1/03/22 710571	202201 300-15500-10000	MONITORING 2/1-2/28	*	6,760.28	
				ENVERA			6,760.28 002073
1/26/22	00105	11/19/21 36444	202111 330-53800-54000	ALARM PERMIT RENEWAL	*	25.00	
				ST. JOHNS COUNTY ALARM PROGRAM			25.00 002074
TOTAL FOR BANK B						62,634.61	
TOTAL FOR REGISTER						62,634.61	

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/13/22	00004	12/28/21	31228335 202112 600-58400-60000		*	8,756.00	
			NEW HVAC				
				TRANE U.S. INC.			8,756.00 000005
1/26/22	00001	1/23/22	01232022 202201 600-20700-10200		*	1,945.62	
			AMAZON 3 BENCHES				
		1/23/22	01232022 202201 600-20700-10200		*	32,825.00	
			PINCH A PENNY POOL HEATER				
		1/23/22	01232022 202201 600-20700-10200		*	648.54	
			AMAZON BENCH				
				SWEETWATER CREEK CDD			35,419.16 000006
TOTAL FOR BANK A						44,175.16	
TOTAL FOR REGISTER						44,175.16	

SWCC SWEETWATER CRK BPEREGRINO

FIFTH ORDER OF BUSINESS

WORK AUTHORIZATION #2

February 9, 2022

Sweetwater Creek Community Development District
c/o District Manager, Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Subject: **Work Authorization Number 2, Sweetwater Creek Community Development District**

Dear Chairperson, Board of Supervisors:

Basham & Lucas Design Group, Inc. ("Design Professional") is pleased to submit this work authorization to provide professional services for the Sweetwater Creek Community Development District ("District"). We will provide these services pursuant to our current agreement dated December 3, 2021 ("Agreement") as follows:

I. Scope of Work. District hereby engages the services of Design Professional to perform the work described in Part 3 (Architectural & Engineering Construction Documents), Part 4 (Interior Design Construction Documents), Part 5 (New Building Landscape Architecture Design), Part 6 (Lightning Mitigation Diagram), and Part 7 (Exterior Color/Material Selection) of **Attachment A**, attached hereto.

II. Fees. The District will compensate Design Professional in accordance with the terms of the Agreement and **Attachment A**. Specifically, compensation for Part 3 shall be **\$17,800**, compensation for Part 4 shall be **\$5,500**, compensation for Part 5 shall be **\$1,800**, compensation for Part 6 shall be **\$1,800**, and compensation for Part 7 shall be **\$1,200**, for a total compensation Not to Exceed **\$28,100.00**.

This proposal, together with the Agreement, represents the entire understanding between the District and Design Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Basham & Lucas Design Group, Inc. We look forward to helping you create a quality project.

Sincerely,

Authorized Representative of
Basham & Lucas Design Group, Inc.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Sweetwater Creek Community Development District

Date: _____

Attachment A: Scope of Work

Attachment A

Scope of Work



**BASHAM
& LUCAS**
DESIGN GROUP, INC.

PLANNING
ARCHITECTURE
LANDSCAPE ARCHITECTURE
GRAPHICS

PROPOSAL FOR:

Palencia
Amenity Enhancement & Construction Documents
Saint Johns, FL
Project # 21-57

DATE: November 29, 2021

TO: Sweetwater Creek Community Development District

Ernesto Torres
c/o Governmental Management Services, LLC
475 W. Town Place, Suite 114
St. Augustine, FL 32092

Dear Ernesto,

Thank you for the opportunity to submit our professional design service proposal. We shall provide the conceptual design and architectural, structural, mechanical & electrical engineering for the proposed project based on the Boards requested improvements. These improvements shall include adding a new approx. 2,000 s.f. multi-purpose building with minimal renovation to the existing fitness building to add a hallway.

Our scope of services shall include:

Part 1: \$5,200 X

Architectural Enhancement Concept

- A. We shall visit the site to become familiar with the existing improvements and review the overall site.
- B. We shall review drawings of the existing building and site (drawings provided by owner) to understand limitations and constraints of the new improvements.
- C. We shall prepare a conceptual site plan and floor plan denoting our suggested improvements.
- D. We shall provide a front elevation of the building to compliment the architectural style of the existing building

Part 2: \$12,200 X

Design Development

Based upon the approved Schematic Design as provided above, we shall commence Design Development to further refine the scope and nature of the project. This scope is approximately 30% of the construction documents.

- A. We shall incorporate all your comments and changes from the conceptual schematic design with the intent to create a final set of design documents that will be the basis for all the construction documents.
- B. We shall meet with all the applicable government agencies including the building department and fire marshal regarding the design of the building to discuss any concerns or comments they may have prior to final submission of architectural and engineering plans for their review and permit.
- C. Deliverables for this scope of work shall include:
 - 1. Arch'l site plan
 - 2. Floor plan with dimensions
 - 3. All Exterior elevation of improvements only
 - 4. Building cross-section
 - 5. Reflected ceiling plan
 - 6. Roof plan



Part 3: \$17,800

Architectural & Engineering Construction Documents

- A. Architectural construction documents to include the following:
 - 1. Architectural site plan
 - 2. Exterior elevations
 - 3. Roof plan
 - 4. Roof framing plan
 - 5. Building cross section(s)
 - 6. Wall section(s) and details
 - 7. Window/door schedules
 - 8. Interior finish schedules
 - 9. Minimal renovation drawings of the existing building to include new hallway.
- B. Structural Construction Documents as per The Florida Building Code
 - 1. Foundation plan and details
 - 2. Wall assemblies and details
 - 3. Floor/roof framing plan and details
 - 4. Structural specifications
- C. Mechanical and Electrical Design
 - 1. Power distribution floor plan
 - 2. Schedules/calculations/load and elevations
 - 3. Electrical specifications
 - 4. HVAC floor plan(s)
 - 5. HVAC schedule and details
 - 6. Equipment sizing and specifying
 - 7. Product planning and fixture selection in conjunction with our interior designer for decorative interior design.
 - 8. Actual engineering design reflecting feeder sizes and circuitry distribution for electric service.

Part 4: \$5,500

Interior Design Construction Documents

- A. We will prepare and present an interior design concept, interior elevation drawings of key elements of design, room finish schedules, architectural woodwork schedules, reflected ceiling plan, lighting plan and selections of interior finishes.
- B. Our Basic Services consist of the following phases:
 - Conceptual Design
 - Construction Document Phase

Note: Furniture, Fixture & Equipment selection & procurement has not included.

Part 5: \$1,800

New Building Landscape Architecture Design (new improvements only)

- A. Plant material selection and specifications
- B. Master tree plan and their specifications.
- C. Plan view layout w/ quantities and species name
- D. Total quantities and cost estimate.

Note: Irrigation design shall be provided by landscape contractor as a design/build since as-builts are not available.



Part 6: \$1,800

Lightening Mitigation Diagram

- A. We shall provide a diagrammatic lightening mitigation plan that can be used as a guide for bidding purposes. The intent would be to provide guidance, coverage area and specification for a sub-contractor to prepare their engineered system design for review and approval.

Part 7: \$1,200

Exterior Color /Material Selection (to match existing amenity campus)

- A. Color chart and location drawings
- B. Color chip paint selection
- C. Owner coordination and Contractor distribution

Construction Administration

Part 8: Hourly @ \$100.00 _____ (Not to exceed \$7,500)

Shop Drawing Review

- A. Review of shop drawings to verify their accuracy and compliance with our construction documents.
- B. Distribution of shop drawings to applicable consultants that are under our contract.
- C. Mark-up copies for Contractor distribution

Part 9: Hourly at \$100.00 per hour (Not to exceed \$5,000) _____

Construction Administration

- A. Review "Certificate of Payment"
- B. Review change orders.
- C. Attend on-site meetings as requested. Trips to the site will be invoiced @ \$1,500 per design professional per each trip, plus expenses.
- D. Perform inspections and initiate corresponding inspection reports.
- E. Creating clarification details.
- F. Creating alternate details.

*Note: This does not include Owner modifications and/or additions to the plans after completion of the construction documents submitted for permit.

Part 10: \$1,500 _____ (NTE allowance)

Reimbursable Expenses

- A. We shall provide (2) sets of drawings at Schematic design, Design Development, 70% review and final review. We shall provide (2) spec books at final review. Additional printing for permit and bidding are at your expense. Each 24" x 36" sheet costs \$1.25 and spec books shall be \$150 each. Contractor shall be furnished with PDF digital format for drawings.
- B. We will also provide a computer file of the plans and specifications after completion of the job.
- C. All expenses such as bulk printing cost, courier, postage, reproduction cost, long distance calls, etc., shall be billed at direct cost plus 15%.

END OF SCOPE



**BASHAM
& LUCAS**
DESIGN GROUP, INC.

PLANNING
ARCHITECTURE
LANDSCAPE ARCHITECTURE
GRAPHICS

Assumptions and Exclusions:

1. Geotechnical services are not included in this proposal although geotechnical data will be required and provided to the design team.
2. A current as-built survey of the site shall be provided to the design team.
3. The proposal does not include utility, site grading, site geometry, or storm water design around the new improvements
4. This proposal is based on assumption we shall be provided the construction documents for the existing building. Our design effort shall be solely based on the drawings that are provided to us. We have not included any as-built survey or building critique to verify discrepancies in what was built vs. the design documents.
5. Building permitting and submittal shall be done by others.
6. We shall include (1) set of review prints for review at conceptual phase, 30% review, 70% review and final review. All other printing cost by the client.
7. We have not included any A/V design of the music system. This also includes the security/access control system as well.
8. Value engineering for cost reduction has not been included. Any changes after 70% submittal shall be considered additional services.

Not included in our Scope of Services:

1. Civil, Environmental or Geo-technical Engineering
2. Shop Drawing Preparation
3. As-built construction document
4. Security System, Audio/Video Design or layout
5. Acoustical Engineering
6. Irrigation Design
7. Any Sign Design

Payments to Basham & Lucas Design Group, Inc. shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of 18% annually shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid. These fees shall be valid for a period of 90 days from the date of this proposal. Any "stop work" order for more than 30 days shall void this contract and all work completed up to that date shall be invoiced based on our percent of completion. Any owner requested value engineering changes to the drawings after 70% completion shall be considered additional services. All terms & conditions to this proposal are in accordance with previously approved Architectural Services Agreement dated December 3, 2021.

We are extremely excited about your project and look forward to working with you. If you accept this proposal please return the signed proposal and we will begin immediately.

Sincerely,

Paul M. Basham

Accepted by:

Authorized Agent

Date

SIXTH ORDER OF BUSINESS

REQUEST FOR PROPOSALS FOR AMENITY CENTER PROJECT AND NOTICE OF PUBLIC MEETING TO OPEN PROPOSALS

St. Johns County, Florida

The Sweetwater Creek Community Development District (“**District**”) hereby requests proposals from firms to provide labor, materials, equipment and construction services necessary for the District’s amenity center expansion project (“**Project**”). The Project includes the construction and/or installation of various amenities for the Sweetwater Creek community, including an amenity center building expansion, site work/demolition and related services. The Project is more particularly described in the project manual (“**Project Manual**”), which includes the plans and specifications for the Project prepared by Basham & Lucas Design Group (“**Project Architect/Engineer**”). The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing, installing, operating and maintaining community infrastructure improvements for the community of Sweetwater Creek.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must hold all required local, state and federal licenses in good standing and be authorized to do business in St. Johns County and the State of Florida. Time is of the essence with respect to the construction of the Project.

The Project Manual, consisting of the instructions to proposers, contract, proposal form, and other materials, will be available beginning **March XX, 2022 at 1:00 P.M. EST** at the offices of the District Engineer, England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (“**District Engineer’s Office**”) for the sum of \$100.00 per Project Manual. Purchase of the Project Manual is mandatory. Failure to purchase the Project Manual as specified herein may preclude the District’s consideration of a proposal submitted by the proposer. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal submission package including the contract documents, and construction plans and specifications. Please make checks payable to the Sweetwater Creek Community Development District. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those proposers who have indicated their intent to bid by attending the mandatory pre-proposal conference (described herein) and registering at that meeting.

There will be a **mandatory pre-proposal conference** at the District’s Engineer’s Office (or at an alternative location to be determined and announced), on **March XX, 2022 at 1 p.m.** Failure to attend the mandatory pre-proposal conference may preclude the District’s consideration of a proposal submitted by a non-attending proposer.

Firms desiring to provide services for this Project must submit one (1) original and one (1) electronic copy (PDF format on a USB flash drive) of the required proposal no later than **11:00 a.m. (EST), March XX, 2022**, at the District Engineer’s Office, as referenced above, with electronic copies to Michael Lucas, Project Architect/Engineer, at michael@bashamlucas.com, Paul Hutchinson, District Engineer, at hutchsinonp@etminc.com, Ernesto Torres, District Manager, at etorres@gmsnf.com, and Jennifer Kilinski, District Counsel, at jennifer@kelawgroup.com. Additionally, each Proposer shall supply a proposal bond, or cashier's check, made payable to the District and in the amount equal to five percent (5%) of the amount of Proposer’s proposal with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “RESPONSE TO PROPOSAL FOR SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT AMENITY CENTER PROJECT.” The District reserves the right to return unopened to the proposer any proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred twenty (120) days after the proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 72 hours of the mandatory pre-proposal conference. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law. Additional requirements for filing a protest can be found in the District's Rules of Procedure, which are available upon request.

The successful proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes*.

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held on **April XX, 2022, at 12:00 p.m.** at the District Engineer's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("Board") will be made at that time. A copy of the agenda for the meeting can be obtained from Paul Hutchinson, District Engineer, at hutchsinonp@etminc.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. There may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Office at 904-940-5850, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Any and all questions relative to this Request for Proposals, the Project or the special meeting shall be directed in writing by e-mail only to Paul Hutchinson, District Engineer, at hutchsinonp@etminc.com, with e-mail copies to Ernesto Torres, District Manager, at etorres@gmsnf.com, and Jennifer Kilinski, District Counsel, at jennifer@kelawgroup.com. No phone inquiries please.

Ernesto Torres
District Manager

Run Date: March X, 2022

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS**

**CONSTRUCTION SERVICES FOR AMENITY CENTER SITE WORK
ST. JOHNS COUNTY, FLORIDA**

Solicitation and Award Process:

DATE	EVENT
March XX, 2022	Notice of RFP Published & Posted
March XX, 2022	RFP Available for Pick-Up
March XX, 2022	Mandatory Pre-Proposal Conference
March XX-March XX, 2022	Site Available for Inspection
March XX, 5:00 p.m.	Deadline for Questions
March XX, 2022, 11:00 a.m.	Proposals Due / Public Opening
April XX, 2022	Board Meeting to Evaluate Proposals & Award Contract

SECTION 1. DUE DATE. Sealed proposals must be received no later than **11:00 a.m., March XX, 2022** at the offices of the District Engineer, England, Thims & Miller, Inc., located at 14775 Old. St. Augustine Road, Jacksonville, FL 32258. Proposals will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on this Project at the offices of the District Engineer, England, Thims & Miller, Inc., located at 14775 Old. St. Augustine Road, Jacksonville, FL 32258, on March XX, 2022 at 1:00 p.m. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. The District reserves the right to preclude consideration of a Proposal from any Proposer that does not have an authorized representative present at said conference.

SECTION 3. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are received. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with Section 255.05, *Florida Statutes*, and executed in a form acceptable to the District and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract.

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly identify and acknowledge receipt of all Addenda on the Proposal Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of

the state under the laws of which the corporation was chartered. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to the District Engineer, Paul Hutchinson, hutchsinonp@etminc.com, with a copy to Ernesto Torres, etorres@gmsnf.com and Jennifer Kilinski, at jennifer@kelawgroup.com. All questions must be received no later than 5:00 p.m. on March XX, 2022 to be considered. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

An interpretation, correction, or change of the Proposal Documents considered necessary by the District Engineer will be made by Addendum and sent via mail, fax, email or delivery to all parties having received the Proposal Documents. **Prior to submitting its Proposal, each Proposer shall ascertain that it has received all Addenda issued, and it shall acknowledge such receipt in the space provided in the Proposal Form.** No inquiries will be accepted from subcontractors - the Proposer shall be responsible for all queries.

SECTION 9. SUBMISSION OF PROPOSALS. Submit **one (1) hard copy and one (1) electronic copy** of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO REQUEST FOR PROPOSALS – SWEETWATER CREEK CDD – AMENITY CENTER SITE WORK PROJECT” on the face of it. Proposals shall be deposited at the designated location prior to the time and date for receipt of

Proposals indicated in the Request for Proposal, or any time extension thereof made by Addendum. Proposer shall assume full responsibility for timely delivery at location designated for receipts of Proposals. Proposals received either in person, or by mail after the time and date for receipt of Proposals will not be accepted and will be returned unopened. Oral, telephonic, or email Proposals are invalid and will not be considered.

SECTION 10. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due provided that they are then fully in conformance with these Instructions to Proposers. Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by an appropriate document duly executed (in the manner that a Proposal must be executed) and hand-delivered by notice to the party receiving Proposals at the place and prior to the time designated for receipt of Proposals. A Proposal may not be modified, withdrawn or canceled by the Proposer for one hundred twenty **(120) calendar days** following the time and date designated for the receipt of Proposals, and Proposer so agrees in submitting his Proposal. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time.

SECTION 11. PROJECT MANUAL. The Project Manual will be available on March XX, 2022 at 1:00 p.m. through March XX, 2022 at 1:00 p.m., at the offices of the District Engineer, England-Thims & Miller, Inc., 14775 Old St. Augustine Road, Jacksonville, Florida 32258, (904) 642-8990.

SECTION 12. PROPOSAL FORM. The Proposal Form is included with the Proposal Documents. All blanks on the Proposal Form shall be filled in by typewriter or manually printed in black ink. In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents and that the Proposal is made in accordance therewith. Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures. Any interlineations, alteration or erasure must be initialed by the signer of the Proposal; failure to do so may cause the Proposer's proposal to be considered non-responsive. Proposer shall make no stipulation on the Proposal Form nor qualify his Proposal in any manner; to do so may classify the Proposal as being non-responsive. The Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Proposal Form). Each copy of the Proposal Form shall include the company name, address, telephone number, facsimile number, and legal name of Proposer and a statement whether Proposer is sole proprietor, a partnership, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Proposer.

Proposals must be priced on a Total Lump Sum Price (not to exceed) basis for the Work described in the Proposal. For the purposes of negotiating change orders, the contractor shall provide unit prices on the Schedule of Values (see Section 18 below).

SECTION 13. PROPOSAL SECURITY (PROPOSAL BOND). The Proposal shall be accompanied by Proposal Security in the form of a Proposal Bond executed by the Proposer and a

surety duly qualified to do business in the State of Florida, and countersigned by a Florida resident agent, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Proposal amount made payable to the Sweetwater Creek Community Development District. Said Proposal Security guarantees the Proposer will not withdraw from the competition after opening the Proposals and, in the event the Contract is awarded to the Proposer, it will execute the Contract and furnish the required payment and performance bonds within seven (7) calendar days after notification. The Proposal Security shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the Proposals are received. If it withdraws or fails to provide the payment and performance bonds, the Proposal Security and all proceeds therefrom shall become the property of the District. After Proposals have been satisfactorily evaluated by the District, the Proposal Securities accompanying Proposals, which in the District's judgment would not likely be considered for the award, may be returned. All other Proposal Securities will be held until the award has been made and executed, after which the Proposal Securities will be returned to the respective Proposers who tendered same.

SECTION 14. SUBCONTRACTORS, SUPPLIERS AND OTHERS. Each Proposer shall submit to District a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form to be submitted is provided in the Proposal Form and shall be completed as part of Proposer's Proposal. Such listing shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. If no Subcontractors are required, so state thereon. Upon request by the District Engineer, the successful Proposer shall submit, within five (5) days thereafter, all data required to establish to the satisfaction of the District Engineer and District, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades. Prior to the award of the Contract, the District Engineer will notify the Proposer in writing if either the District or the District Engineer, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Proposer then may, at his option, withdraw his Proposal without forfeiture of Proposal Security or submit an acceptable substitute at no increase in Proposal price. If the Proposer fails to submit an acceptable substitute within five (5) days of the original notification, the District then may, at its option, disqualify the Proposer, at no cost to the District, and award the contract to the next highest ranked Proposer that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Proposal security of any Proposer.

Subcontractors and other persons and organizations proposed by the Proposer and accepted by the District and the District Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the District and District Engineer. Contractor shall not subcontract more than fifty percent (50%) of the Proposal amount without prior approval of the District and District Engineer.

SECTION 15. FLORIDA TRENCH SAFETY ACT. Proposers shall complete and submit the Florida Trench Safety Act Statements, in accordance with the requirements of Chapter 553, *Florida Statutes*. If trenching is not required for this project, state so thereon. Contractor shall be

responsible for compliance with all trenching shoring safety requirements. All subcontractors (if any) must complete and sign the Trench Safety Act Statement prior to the Notice to Proceed.

SECTION 16. MINIMUM QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. Minimum qualifications for the work are: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum cost of \$1,500,000 within the last seven (7) years; (2) Proposer will have minimum bonding capacity of \$2,500,000 from a Surety Company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with St. Johns County and is a licensed contractor in the State of Florida. The Proposer shall submit with its Proposal satisfactory evidence of suitable experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Furthermore, the proposer shall submit satisfactory evidence that the Proposer meets the minimum qualifications set forth in the Minimum Qualifications Statement contained in the Project Manual.

SECTION 17. PERFORMANCE AND PAYMENT BONDS. Each Proposer shall submit a Letter of Qualification from an acceptable Surety Company (on Surety letterhead), stating that the Proposer is bondable for the amounts required by the Contract Documents. To be responsible to the District as Surety on Bonds, Surety shall comply with the following provisions:

- A. Surety must be licensed to do business in the State of Florida.
- B. Surety must have been in business and have a record of successful continuous operations for at least three (3) years.
- C. Surety must have fulfilled all of its obligations on all other bonds given to the District, if applicable.
- D. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Upon contract award, the successful Proposer will be required to furnish Payment and Performance Bonds in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract, with such acceptable sureties, secured through the Proposer's usual sources as may be agreeable to the parties. The Proposer shall deliver the required bonds to the District Engineer and District no later than the date of execution of the Contract. The Proposer shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

Subsequent to the Contract Execution but prior to and as a condition of the issuance of the Notice to Proceed, the Proposer shall have the Payment and Performance Bonds recorded in the St. Johns County Clerk of the Courts Recording Department. After the bonds have been recorded and assigned a book and page number, the Proposer shall provide the District and District Engineer

with copies of said recorded bonds. No work can commence until the required bonds have been delivered to the District and the District Engineer. Upon receipt of the bonds the District may issue a Notice to Proceed.

SECTION 18. SCHEDULE OF VALUES. Proposer shall submit a Schedule of Values for the proposed Work for review and approval by the District and District Engineer. The Schedule of Values for all of the Work will include quantities and prices of items derived by the Proposer aggregating the Total Lump Sum Price. Each section shall contain integral component parts of the Work in sufficient detail to serve as the basis for future progress payments and shall be utilized as the basis for additions and deletions to the Work during construction. Such prices will include an appropriate amount of overhead and profit applicable to each main section. If the Proposer does not provide an acceptable Schedule of Values to meet the requirements established herein, the District reserves the right to disqualify the Proposal.

SECTION 19. PROJECT SCHEDULE. An Initial Project Schedule shall be submitted with the Proposal in accordance with the Contract Documents and shall not exceed the time stipulated as the Contract Time. The District reserves the right to base the award of the Contract subject to the submission of a schedule which is not qualified and identifies the duration of the Work all inclusive of the complete and functioning project from beginning to end, within the prescribed Contract Times.

SECTION 20. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

SECTION 21. GROUNDS FOR REJECTION. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, for Proposer's failure to demonstrate proper licensure and business organization, if a Proposal identifies a duration of the Work which in the District's evaluation, is not all inclusive of a complete and functioning project from beginning to end, within the provided Contract Times of Completion. The District shall also have the right to reject any or all Proposals if the District believes that it would not be in the best interest of the District to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. Any or all Proposals in which the prices are obviously unbalanced, nonconforming, or conditional are subject to rejection. Proposals not accompanied by any required Proposal Security including data required by the Proposal Documents or a Proposal in any way incomplete or irregular will provide a basis for rejection.

SECTION 22. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, including types of coverage and limits for general, property, automobile liability, and worker's compensation, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide

proof of insurance identifying the District, its staff, employees, officers, agents and supervisors as additional insureds, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 23. FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

SECTION 24. SPECIAL PROJECT/SITE CONDITIONS. By submitting their Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with access routes to the project site and existing site conditions. Proposer agrees to take responsibility for any and all issues relating to access to the project site or arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with project site access or unsuitable soils.

SECTION 25. INDEMNIFICATION. The successful Proposer shall fully indemnify and hold harmless the District, its staff, employees, officers, agents and supervisors from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.

SECTION 26. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 27. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals should include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. Detailed project construction schedule which shall be used in the Proposal evaluation.
- C. Complete Schedule of Values.
- D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- E. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- F. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as

a name, address and phone number of a contact person. Highlight previous or currently contracted work with Community Development Districts.

- G. The District is anticipated to make direct tax-exempt purchases of certain construction materials that will be integrated into this Project. Sample tax-exempt documentation that may be required for this Project is included in the Proposal Documents.

SECTION 28. SUBSTITUTIONS. The materials, products and equipment described in the Proposal Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the District Engineer at least ten (10) working days prior to the date for receipt of Proposals. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Proposer. The District Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the District Engineer approves any proposed substitution, such approval will be set forth in an Addenda. Proposers shall not rely upon approval made in any other manner.

SECTION 29. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual and the Contractor is responsible for examining, completing, and verifying each item contained in its Proposal. Proposer agrees to indemnify, defend and hold harmless the District and District Staff against any cost, damage, or expense which may be incurred in Proposer's preparation of the same.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby. The Contractor is responsible for carefully reviewing the documents contained in the Project Manual in their entirety and agrees to meet any and all requirements contained therein. The Construction Contract Documents are included herein as examples of forms of agreements typical for this type of project; the District reserves the right to modify the form of Construction Contract Documents if such modification is in the District's best interest.
- C. If awarded the Contract, the Proposer agrees that it will enter into and execute the Construction Contract, as amended to incorporate the specifics of its Proposal, to

perform the Work in accordance with the terms and conditions of the Construction Contract and to execute and deliver the Payment and Performance Bonds and other documents required by the Proposal requirements within seven (7) calendar days after the date of the District's Notice of Award. The Contractor will commence construction in accordance with the terms of the contract documents.

- D. Proposer is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies that may affect the construction progress, performance, and costs.
- E. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on-site contractors or subcontractors performing work for the District and others on site. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the work.
- F. If any are required, Contractor shall secure and pay for all fees associated with, but not limited to, paving and drainage construction permits, right-of-way construction permits, county "clearance sheet" permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.
- G. The Contractor shall complete the Work herein defined and detailed in a professional and workmanlike manner typical of the industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous unless otherwise directed by the District. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- H. All storm drainage must be maintained to each property adjacent to project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- I. The Contractor is responsible for establishment of all final grades and preparing all landscape and sod areas for installation. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
- J. Proposer acknowledges that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. Proposers shall be solely responsible for computing quantities for the preparation of the Proposal and the execution of the work.

- K. As part of the Proposal, the Proposer must include a detailed Schedule of Values. Further, the successful Proposer will be required to submit an itemized schedule of values outlining all work items which will be used for monthly pay requests. The schedule of values and Proposal must balance, both for purposes of the Proposal and for the pay requests. Proposer shall also submit a detailed construction schedule with the Proposal that outlines time frames for major work items. This schedule will be used in Proposal evaluation. The successful Proposer will be required to submit a revised progress schedule monthly with each pay request; the schedule shall show original timeline and progress to date.
- L. All necessary survey work must be provided by the successful Proposer.
- M. The Proposer shall specify subcontractors to be used for work where such work exceeds five percent (5%) of the Contract Price.
- N. The successful Proposer shall obtain and comply with the FDEP NPDES General Permit and maintain weekly records of site conditions and construction activities. The successful Proposer shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plans establish the minimum requirements allowed. The successful Proposer shall implement additional measures, as required, to ensure compliance with the NPDES requirements. The successful Proposer shall file the required FDEP NOI prior to the commencement of construction activities. The successful Proposer will also be required to terminate NOI, per FDEP procedures, upon successful completion of construction activities.
- O. The successful Proposer shall also obtain and have analyzed dewatering discharge samples before and after the commencement of construction in accordance with FDEP Generic Permit for the Discharge of Produced Groundwater. The successful Proposer shall monitor and keep construction area in compliance with all NPDES, FDEP, WMD, ACOE, and St. Johns County latest rules and regulations. Any fines levied shall be paid by Contractor.
- P. Proposer is required to perform all testing and retesting, if necessary, and as required by the State of Florida, St. Johns County, and all other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation and the Proposer is responsible for studying all reports of explorations and tests at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures.
- Q. The successful Proposer shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances. Receipt of all final approvals and operating permits from all applicable regulatory authorities is a requirement for final payment.

- R. All Work provided for in the Project Manual, including but not limited to Contract Documents and Proposal Documents, as may be amended, shall be warranted from commencement of the Work until twenty-four (24) months after acceptance by the District and all applicable regulatory authorities.
- S. Proposer is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work.
- T. All materials and services provided for by the Contractor shall be performed in strict compliance with all applicable governmental regulations, permits required, applicable American with Disabilities Act (“ADA”) Accessibility Guidelines, local, state and federal laws. By entering into an Agreement, the Contractor will be required to recognize that the indemnification provided for in the Contract Documents additionally extends to any fines, penalties, enforcement actions and claims made regarding the materials, construction and/or installation failing to comply with the ADA.
- U. Proposer acknowledges that the Project is in the permitting phase and the permit will be provided to the Contractor as soon as it is issued. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, extend or contract the work, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.**

SECTION 30. PROTESTS. Any person who wishes to protest any aspect of the Project Manual, including but not limited to the evaluation criteria, Contract Documents, drawings, specifications, Proposal Documents or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest setting forth with particularity the facts and law upon which the protest is based within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Governmental Management Services, L.L.C., 475 W. Town Place, Suite 114, St. Augustine, Florida 32092. Failure to timely file a notice of protest or failure to timely file a formal written protest within the required periods shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to 1% of the anticipated total contract award that is the subject of the protest. If the protest relates to the Project Manual, the protest bond shall be in the amount of Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No Proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

SECTION 31. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by, among other things, the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal. The ranking and evaluation of the Proposals is subject to the individual scorer's discretion and the points ultimately awarded to each Proposal, and corresponding ranking, may differ widely from individual scorer to individual scorer.

SECTION 32. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA

CONSTRUCTION SERVICES FOR AMENITY CENTER SITE WORK
ST. JOHNS, FLORIDA

PERSONNEL **(20 POINTS)**

E.g., geographic location of firm's headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

EXPERIENCE AND AVAILABLE EQUIPMENT **(25 POINTS)**

E.g., past record and experience of the respondent in self-performing similar projects; past performance for this District and other community development district's in other contracts; character, integrity, reputation of respondent, etc. and equipment type; age and condition; quantity of equipment available; and number of trained operators

UNDERSTANDING SCOPE OF WORK **(20 POINTS)**

Demonstration of the Proposer's understanding of the project requirements.

SCHEDULE **(15 POINTS)**

Points available for schedule will be allocated as follows:

10 Points will be awarded to the Proposer submitting the proposal with the most expedited construction schedule (i.e., the fewest number of days) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's time proposal and the most expedited construction schedule.

5 Points are allocated for the Proposer's ability to credibly complete the project within the Proposer's schedule and demonstrate on-time performance.

PRICE **(20 POINTS)**

Points available for price will be allocated as follows:

10 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

TOTAL POINTS **(100 POINTS)**

SEVENTH ORDER OF BUSINESS

Subject: Child Watch Suspension/Closure

Date: Friday, September 3, 2021 at 9:51:31 AM Eastern Daylight Time

From: Ashley Gage Yurkowsky

To: etorres@gmsnf.com, rlisotta.sccdd@gmail.com

Good morning. We were made aware of the decision to close Child Watch starting in Feb 2022, and we are reaching out to implore the Board to not follow through with this decision. We realize this topic has been discussed for several years, monitoring the numbers/usage, but right now is particularly not the time to analyze usage numbers of this amenity. There are obvious factors with residents not using amenities, in general. My husband and I used to use the gym regularly (average 3/week) before March 2020. I think I have been to the gym twice since then, using Child Watch both times. We waited about 12-15 minutes both times for other children to leave in accordance with the limited slots. The space limitations did deter us from going back, as time is limited, in general, and pacing around the gym lobby and parking lot while waiting can be challenging.

We are expecting our second child in December, which has also kept me and our son from the gym, along with the obvious conditions.

However, please know that Child Watch and getting to attend Madi's yoga class every Tuesday was my saving grace. I struggled with postpartum depression, and I will forever credit those Tuesday mornings as getting me through to the other side. Without Child Watch, I wouldn't have been able to go, and I don't know what other options I could have figured out. I have fully intended and looked forward to using Child Watch and the gym, again, once our new baby is old enough, and the world/health environment seems to lend to returning.

Beyond myself, please think of young, new Moms and Dads who do not have childcare or other options to get out of the house for 30 minutes and just breathe and do something healthy for themselves. Please do not take this away. If it is a financial decision, our family already pays its dues, but we will gladly donate or support however needed to keep this amenity for our community. It is essential. It is the only amenity many families use. It was a huge factor when we toured Palencia and saw the space and offering at the gym.

It feels families with young children are continuing to be pushed out of Palencia, with so many decisions being made by our Boards to eliminate a family friendly community. We implore the Board to please, please do not take this amenity away from so many of us. Please consider what it means to even the small number of families who have been brave enough to be using the amenity during these times- it means that much to them. Please, if you had/have children, put yourself in a position to empathize with Child Watch being the only time and place where that Mom or Dad gets during the week - it truly affects their/our quality of life.

Please let me know anything more we can do, say or support to prevent Child Watch from being closed. I cannot ask enough, please do not make this decision. Please consider what it means to your neighbor's quality of life. It may seem small or insignificant to your life and lifestyle, but it may be a lifeline to that neighbor, even if the numbers don't meet a certain goal or desired chart level. Even if it just makes a difference for only a small number of families' lives in our community, it is worth keeping.

Please reconsider and table this topic permanently. The threat over the last few years of taking it away has kept me up at night - can it please be an amenity we all count on and know will be there? Please.

Thank you.

Sincerely,

Ashley and Michael Yurkowsky

335 Sophia Terrace

From Him. For Him. To Him.

Subject: Child Watch - Please Do Not Terminate

Date: Thursday, October 7, 2021 at 12:56:48 PM Eastern Daylight Time

From: Ashley Gage Yurkowsky

To: etorres@gmsnf.com

Good morning. We were made aware of the decision to close Child Watch starting in Feb 2022, and we are reaching out to implore the Board to not follow through with this decision. We realize this topic has been discussed for several years, monitoring the numbers/usage, but right now is particularly not the time to analyze usage numbers of this amenity. There are obvious factors with residents not using amenities, in general. My husband and I used to use the gym regularly (average 3/week) before March 2020. I think I have been to the gym twice since then, using Child Watch both times. We waited about 12-15 minutes both times for other children to leave in accordance with the limited slots. The space limitations did deter us from going back, as time is limited, in general, and pacing around the gym lobby and parking lot while waiting can be challenging.

We are expecting our second child in December, which has also kept me and our son from the gym, along with the obvious conditions.

However, please know that Child Watch and getting to attend Madi's yoga class every Tuesday was my saving grace. I struggled with postpartum depression, and I will forever credit those Tuesday mornings as getting me through to the other side. Without Child Watch, I wouldn't have been able to go, and I don't know what other options I could have figured out. I have fully intended and looked forward to using Child Watch and the gym, again, once our new baby is old enough, and the world/health environment seems to lend to returning.

Beyond myself, please think of young, new Moms and Dads who do not have childcare or other options to get out of the house for 30 minutes and just breathe and do something healthy for themselves. Please do not take this away. If it is a financial decision, our family already pays its dues, but we will gladly donate or support however needed to keep this amenity for our community. It is essential. It is the only amenity many families use. It was a huge factor when we toured Palencia and saw the space and offering at the gym.

It feels families with young children are continuing to be pushed out of Palencia, with so many decisions being made by our Boards to eliminate a family friendly community. We implore the Board to please, please do not take this amenity away from so many of us. Please consider what it means to even the small number of families who have been brave enough to be using the amenity during these times- it means that much to them. Please, if you had/have children, put yourself in a position to empathize with Child Watch being the only time and place where that Mom or Dad gets during the week - it truly affects their/our quality of life.

Please let me know anything more we can do, say or support to prevent Child Watch from being closed. I cannot ask enough, please do not make this decision. Please consider what it means to your neighbor's quality of life. It may seem small or insignificant to your life and lifestyle, but it may be a lifeline to that neighbor, even if the numbers don't meet a certain goal or desired chart level. Even if it just makes a difference for only a small number of families' lives in our community, it is worth keeping.

Please reconsider and table this topic permanently. The threat over the last few years of taking it away has kept me up at night - can it please be an amenity we all count on and know will be there? Please.

Thank you.

Sincerely,

Ashley and Michael Yurkowsky

335 Sophia Terrace
From Him. For Him. To Him.

Subject: CHILD CARE FEEDBACK

Date: Friday, October 8, 2021 at 10:49:43 AM Eastern Daylight Time

From: Gary LaCombe

To: etorres@gmsnf.com

CC: Robert Lisotta

Sir,

Rob Lisotta said we could send our thought/feedback on the child care issue to you to share with the board.

First off, all of my kids are grown and on their own but I remember how hard it was to find a babysitter so my wife and I could have an evening out. I can't imagine how it would be to find someone in the middle of the day to watch a child for 60-90 minutes. I go to the gym or lap pool six days a week and HAVE NO ISSUE AT ALL with retaining the child care option. It's amenities such as this that makes Palencia special and a superior place to live. Pls pass to the board that I sincerely hope they keep the child care facility.

Thank You,

Gary LaCombe

Subject: Child Watch Feedback

Date: Wednesday, September 15, 2021 at 9:04:14 AM Eastern Daylight Time

From: George Howlett

To: etorres@gmsnf.com, Erin.Gunia@fsresidential.com

Good morning,

I'd like to submit feedback regarding the announced permanent closure of child watch in February 2022. I copied Erin Gunia so that she is aware that we appreciate the child watch service. My wife and I are in our early 30s and have a 3 year old. We've lived in Palencia for 3-4 years now. I just started using the fitness center in August and it wouldn't be possible without the child watch. My wife and I both work Monday through Friday and the best time for us to use the fitness center is after work. I usually utilize the child watch for the gym, while my wife uses it for the fitness classes a few times a week. My daughter enjoys going to child watch while I work out and it makes it a lot easier for me to exercise and for them to play.

There's discussion that it is under-utilized, but I urge you to reconsider closing child watch for this reason. There may only be a few dozen families using it in any given month but if their situation is anything like mine, it wouldn't be possible to use the fitness center at all without the child watch. I'm not saying that exercising in general isn't possible outside of the fitness center, but my point is that these families wouldn't be able to use the fitness center at all as an amenity.

If child watch didn't exist and we wanted to use the fitness center it be the following scenario: My wife and I would both get home from work by 5:30pm if there isn't any traffic. We would take turns taking care of our child while the other went to the fitness center, and by the time each one of us is back home for the day it's at least 8pm and we still need to eat dinner and put our child to bed. The only time that I can see that scenario making sense is on the weekends. The scenario as it is now goes like this: I get home at 4:45pm, I take my daughter to child watch when it opens at 5pm and get about an hour long workout in. I then go home, make sure my daughter has something to eat, and we spend time together. My wife then has the opportunity to go right to the fitness center after work and get a workout in or attend a fitness class. By the time she gets home it's a little after 7pm and that leaves plenty of time for us to eat dinner and get our child ready for bed.

There are amenities that we as a family don't take advantage of but I think it's important that we continue to contribute to all amenities so that we as a community enjoy them as a whole. For example, I don't use the lap pool but I don't want those funds allocated elsewhere just because I don't take advantage of it. The child watch program is only part time as it is now and the infrastructure already exists. Please reconsider this permanent closure.

Thank you for your time,

George Howlett

732-546-4134

Subject: Child watch

Date: Friday, September 3, 2021 at 10:42:28 AM Eastern Daylight Time

From: Kim Andrews

To: rlisotta.sccdd@gmail.com, etorres@gmsnf.com

Hello,

I am writing in hopes that you will reconsider closing the child watch at palencia gym next year.

My husband and I are nurse anesthetists at Flagler Hospital. We moved to Palencia because of the draw for young families, and the child watch at the gym is very important to us. I believe fitness has totally changed my life and makes us better healthcare providers. Having safe childcare for our kids while we workout is a huge priority for us.

We have fallen in love with Palencia and are ready to purchase a home whenever the right one comes for sale. The child watch staying open would make us much more likely to purchase here as opposed to other communities.

Thank you for your consideration on this matter,

Kim, Lance, Arabella (5) and Lincoln (2) Noel

Subject: Fitness Center Child Care

Date: Thursday, October 7, 2021 at 11:44:09 AM Eastern Daylight Time

From: jacob lasota

To: rlisotta.sccdd@gmail.com, etorres@gmsnf.com

Good afternoon,

I am writing to ask you to strongly reconsider your decision to close child care at the fitness center.

My wife is the mother of four young children ages 1 to 10.

As a reserve service member in the Navy, as well as an airline pilot, I am regularly away for work.

Child care at the fitness center is my wife's sole means of exercise when I am gone. She is a stay at home mom, and we have no family in town.

When you consider removing this amenity, think not only of the physical health of parents, but also their mental health. An hour on the treadmill at the gym is not only important for fitness, but it is also a much needed time to mentally re-center.

It is very easy to consider a cost low hanging fruit if it would not impact a large majority of the neighbor, but an impact must be measured not only in size, but also in severity. This is a severe impact to people like my wife.

Thank you for your time and consideration,

Jacob Lasota
161 San Telmo Ct.

Subject: Child Watch

Date: Thursday, October 7, 2021 at 1:36:28 PM Eastern Daylight Time

From: Jill Nuzzo

To: etorres@gmsnf.com, rlisotta.sccdd@gmail.com

Good afternoon-

I am writing to strongly urge the board to allow the child watch at the gym to remain open.

As a parent of three young children, this feature was not only a major selling point when we were choosing a community for our family, but one that we utilize multiple times a week. The community events are becoming less and less family oriented, and with the removal of child watch utilizing the gym and classes held there will be another thing added to the list that parents without childcare will be unable to participate in.

I have heard many of the arguments for why certain groups in our community would like to see the child watch closed and quite frankly it seems it is being unfairly targeted. I am unaware of any other numbers studies being conducted in the community regarding the use of amenities and I would strongly advise against doing so, because it's a slippery slope to go down.

While we're on the topic of number studies, to get an accurate portrait of child watch usage, one should have been tracking the number of people who were utilizing the gym and tennis facilities hourly while simultaneously recording how many families were utilizing child watch at that time. This would also allow the board to see how gym usage and class attendance may be affected by the closure of child watch. However, using that logic, we could probably start making this argument for every single amenity, piece of gym equipment, or classes that are seemingly under utilized.

Child watch is an important amenity for many families in our community, and closing it would do such a disservice to those families. Again, I strongly urge the board to allow child watch to remain open. While allowing it to remain open will not impact anyone in particular, closing it will certainly alter the daily schedule, activity, and ability to utilize the amenities for many individual families in our community.

Sent from my iPhone

Subject: Child watch

Date: Thursday, October 7, 2021 at 2:32:42 PM Eastern Daylight Time

From: Kathy Holtz

To: etorres@gmsnf.com

To whom it may concern, I'm writing on behalf of the parents in the Palencia community (including myself), who very much enjoy the child watch program. I use this at least once per week and often hope to use it more. My child absolutely loves it. It is the only way that I am able to get to the gym, which is something that I need in my life. I know that numbers are currently down, but I also know that many parents are just starting to get comfortable with sending their young children anywhere with COVID still very much a thing. I would hate to see it eliminated too soon. This was the most exciting aspect of Palencia for me when choosing to move here a year ago.

I hope that the program continues, but if it doesn't, I would ask that the money be used to fix up some of the playgrounds in our neighborhood. Some of the older ones on the south side are filthy and are just asking for snakes to live there. This is so dangerous for our kids. Maybe a rubber pad can be added underneath the equipment at these playgrounds so it is safe for the kids to play.

In addition, our community could use a large splash pad for the kids, maybe up in the northern part of the neighborhood where there are no playgrounds as of yet. This is where a large portion of the children live.

Thank you for your consideration. It seems that there could be a bit more focus on the kids amenities instead of looking to just eliminate things pre-maturely. Let's do more for our kids!

Kathy Holtz

Subject: Childcare Watch

Date: Thursday, October 7, 2021 at 11:24:51 AM Eastern Daylight Time

From: Laurentia van Rensburg

To: rlisotta.sccdd@gmail.com, etorres@gmsnf.com

Hello,

I just really want to lend my support to NOT doing away with the childcare currently being offered. Many of us chose Palencua for this very reason, this is supposed to be a family friendly neighborhood with family friendly amenities.. many young mothers really, need and enjoy this service .. We can not judge this service by current interest since covid are definitely having an impact but rather on how these services will be utilized post pandemic. Please consider keeping this option for our mothers and families , thank u for all u do

Laurentia Torrealba

Subject: Child care

Date: Thursday, October 7, 2021 at 12:24:42 PM Eastern Daylight Time

From: Meredith Johnston

To: etorres@gmsnf.com

Hi,

I am writing in efforts to express my desire to keep child care at the Palencia gym. Last time we tried to use it, it was full so I'm unsure why it's being closed. Also it is the middle of COVID still and Covid numbers are just recovering from another white spike so unsure how numbers at this time are reflective of the true utilization of this facility. Please reconsider closing it and voting on this after COVID is no longer an issue

Thank you

Sent from my iPhone

Subject: Child watch palencia

Date: Thursday, October 7, 2021 at 4:50:32 PM Eastern Daylight Time

From: Shirlanne Henderson

To: etorres@gmsnf.com

To whom it may concern,

Please do not discontinue child watch! Due to covid we are unable to utilize this as we would like but are in high hopes to start again. We have three children with two asthmatics and have been concerned during this time. We utilized childwatch prior multiple times a week as it was the only way with children we could get our fitness. This was a huge reason we decided to buy in palencia and it would be devastating to see it go.

Shirlanne Henderson

Sent from my iPhone

Subject: Please do not cancel Child Watch

Date: Thursday, October 7, 2021 at 1:19:53 PM Eastern Daylight Time

From: Theresa Richard

To: etorres@gmsnf.com

Hello, please do not allow the child watch program to be cancelled. We just recently purchased a home in Palencia and this was one of the main selling points to this community. As you know fitness is so crucial to maintaining health while we're in a pandemic and having a safe place to take my 2 year old while I work out was what drew me to this community. Thank you for your consideration.

Subject: child watch

Date: Friday, September 3, 2021 at 6:03:48 AM Eastern Daylight Time

From: Tracy Taylor

To: etorres@gmsnf.com

Please do not close the child watch, we are still in a pandemic which is hitting children particularly hard. We are supposed to be a family community. When we create situations that could exclude families from using the facilities it is not a good look. Perhaps we need more young people on our boards.

Tracy

Tracy Taylor, Principal

Mellon Learning Center

386-329-0593

386-329-0594 Fax

#Celebratinglearning

PUTNAM COUNTY SCHOOL DISTRICT; Our Professionalism sets the course for success!!

From: Courtney Hogge chogge@gmsnf.com
Subject: Fwd: Please KEEP the Child watch!
Date: February 2, 2022 at 8:59 AM
To:



From: Teryn Gregson <teryngregson@gmail.com>

Date: Tuesday, February 1, 2022 at 7:34 PM

To: etorres@gmsnf.com <etorres@gmsnf.com>,
rlisotta.sccdd@gmail.com <rlisotta.sccdd@gmail.com>,
ron.cervellisweetwater@outlook.com <ron.cervellisweetwater@outlook.com>,
denverjvw@gmail.com <denverjvw@gmail.com>, cusina.swccdd@gmail.com
<cusina.swccdd@gmail.com>, Stephen.handlercdd@gmail.com
<Stephen.handlercdd@gmail.com>

Subject: Please KEEP the Child watch!

Hello,

I am writing you, urging to keep the child watch at the gym.

As a family, my husband and I utilize childwatch on a regular basis and would no longer be able to use the gym if child watch were to go away. Child watch at the gym was a major selling point for us when purchasing our home in Palencia two years ago. We would be very unhappy, as POA & CDD paying property owners here in the community.

There are always other children in the child watch when we drop off at the gym. I know many, many moms would be very disappointed and also unable to go to the gym if this were to be taken away.

Thank you for hearing our concerns,

Teryn Gregson

Faithful Freedom Podcast Host



NINTH ORDER OF BUSINESS

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT
Policy for Variance Applications for Installation of
Landscaping Improvements within District Easements**

Effective: _____

1. If a resident desires to install landscape improvements within property or an easement area owned by Sweetwater Creek Community Development District (the “District”), the resident must:
 - a. Submit a written variance application to the District Manager or his or her designee prior to commencement of such installation, in the form included herein as **Attachment A**. The application must be made by the owner of the property and must contain, at a minimum, the following information:
 - i. The contact information of the person making the variance application;
 - ii. The lot number or street address of the lot on which the improvement is to be installed;
 - iii. A description of the improvement(s) to be installed, including the species of all proposed plants and/or trees;
 - iv. A diagram showing the proposed location of the improvement(s); and
 - v. The requested commencement date of the installation of said improvement(s).
 - b. Pay an application fee of \$ to offset the District’s cost of processing the variance application.
2. Proposed plantings, including aquatic or wetland plants, groundcovers, annuals, perennials, shrubs, palms, and/or trees must be species native to Florida. Residents are encouraged, but not required, to visit the University of Florida – IFAS website, available at https://edis.ifas.ufl.edu/entity/topic/native_plants, for assistance in identifying appropriate native species. [OR WE CAN GIVE A SHORT LIST OF APPROVED PLANTS]
3. The District Engineer shall review the variance application to determine if the proposed landscape improvement(s) would have a negative impact on any District improvements, including the stormwater management system. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance application, with or without conditions; or
 - b. Deny the variance application.
4. If the District Engineer recommends denying the application, District staff shall notify the applicant that the variance application was denied and that the proposed improvements may not be installed within the District property or easement(s).
5. If the District Engineer recommends approving the application, unless other considerations necessitate denying the application, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment B**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. Upon execution of the agreement, District staff shall record the agreement in the Official Records of St. Johns County. At the conclusion of the installation of any approved improvements, the District Engineer shall conduct a post-installation review to certify that the improvements do not exceed the scope of the approval.
6. There shall be no requirement to bring the variance application before the Board of Supervisors for approval, unless the District Engineer decides that extraordinary circumstances warrant Board consideration.

7. The District's approval of a variance application constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but not limited to approvals from an HOA, St. Johns County, and any other entities having an interest in the property, as applicable.
8. If improvements are constructed within a District easement or on District property without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.
9. If improvements are constructed with approval within a District property or easement but at some point in the future, said improvements threaten the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

Attachment A

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Variance Application

for Installation of Landscaping Improvements within District Property/Easements

Sweetwater Creek Community Development District owns and maintains the stormwater management system within the community, which includes the ponds and pond banks behind many residents' homes. Property owners seeking to make landscaping improvements along the pond bank must fill out this Variance Application and return the completed form, along with the application fee and a sketch of the plan with a list of species, to the District Offices at the address below. All Variance Requests will be reviewed in accordance with the District's Policy for Installation of Landscape Improvements within District property and/or easements.

Name of Owner: _____

Address: _____

Telephone: _____ Email: _____

Description of proposed improvements (attach a survey sketch showing the proposed location of the improvements and a complete list of the species to be planted): _____

Proposed installation commencement date: _____

Acknowledgements (please initial by each):

_____ I acknowledge that I must pay a \$ application fee. If I do not, my application may be denied without further consideration.

_____ I acknowledge that any approval is only for the improvement(s) and species specified in this request, and that upon completion of the installation, the District Engineer must certify that the improvements do not exceed the scope of any approval. If my plans change, I must file a new variance request.

_____ I acknowledge that approval of this variance application is approval from the Sweetwater Creek Community Development District only, and that I am responsible for obtaining any other necessary approvals, including but not limited to approvals from any HOA, County, or any other entity having an interest in the property, as applicable.

_____ I acknowledge that if this variance application is approved, I will be required to execute a Variance Agreement, which will be recorded in the official records of St. Johns County, Florida. No improvements may be installed until the Variance Agreement is executed and recorded.

_____ I acknowledge that this variance application must be made by the legal owner of the property. I certify that I am the legal owner of the property.

Owner's Signature

Print Name

Date

*Please submit this completed form with survey sketch and species list
to the District Manager by email at etorres@gmsnf.com or by mail at
Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.*

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

After recording, please return to:
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

**VARIANCE AGREEMENT FOR INSTALLATION OF IMPROVEMENTS
WITHIN DISTRICT EASEMENT**

This *Variance Agreement for Installation of Improvements within District Easements* (“**Agreement**”) is entered into as of this _____ day of _____, 20____, by and among _____ (“**Owner**”) and the Sweetwater Creek Community Development District (“**District**”), a local unit of limited special purpose government created pursuant to St. Johns County Ordinance No. 2006-59.

WITNESSETH:

WHEREAS, Owner is the owner of Lot _____, (“**Lot**”), as per the plat (“**Plat**”) of _____, recorded as Instrument Number _____, of the Public Records of St. Johns County, Florida (“**Property**”); and

WHEREAS, Owner desires to install certain improvements described as _____ (“**Improvements**”) within a District easement (“**Easement**”) abutting Owner’s Lot (“**License Area**”), as shown on the Plat; and

WHEREAS, due to the District’s legal interests in the Easement, among other reasons, Owner requires the District’s consent before installing Improvements within the License Area; and

WHEREAS, the District has consented to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.
2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.
3. **Owner Responsibilities.** The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

- c. The District, by entering into this Agreement, does not represent that the District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowner's association as well as any other necessary legal interests and approvals).
 - d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.
 - e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe or utilities that may be located within the Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.
 - f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and care of any such Improvements and agrees to maintain the Improvements in good condition.
 - g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the District in the Easement(s) described above and agrees never to deny such interest or to interfere in any way with District's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. Owner further acknowledges that, without notice, the District may remove all, or any portion or portions, of the Improvements installed upon the License Area at Owner's expense, and that the District is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.
5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless St. Johns County, the St. Johns River Water Management District, and the District, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.
6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

7. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
8. **Default.** A default by either party under this Agreement – including but not limited to Owner’s failure to meet its obligations under Section 3 above – shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.
9. **Attorney’s Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney’s fees and costs.
10. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[signatures continue on following page]

Witnesses:

Sweetwater Creek Community Development District

By: _____

By: _____

Print Name: _____

Chairperson of the Board of Supervisors

By: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as Chairperson of the Board of Supervisors of the Sweetwater Creek Community Development District, on behalf of said district. He/She ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
Variance Application Report

Applicant: _____

Application date: _____

Part 1: To be Completed by the District Engineer

Was an in-person inspection necessary?

☐ Yes; date completed: _____ ☐ No

Recommendation:

☐ Approve

☐ Approve with conditions (list here): _____

☐ Deny (provide reason(s) here): _____

Signature of District Engineer

Date

Part 2: To be Completed by the District

Based on a review of the Variance Application and the recommendation of the District Engineer, the District:

☐ Approves the Variance Application

☐ Approves the Variance Application with the conditions listed above

☐ Denies the Variance Application (provide reason(s) here): _____

Signature of District Manager

Date

Part 3: To be Completed by the District Engineer (Post-Installation Review)

The improvements as installed are ☐ compliant ☐ non-compliant with the District's approval.

Signature of District Engineer

Date

Note to Staff

Please attach the Variance Application, along with any attachments, to this form and retain in the District records.

TENTH ORDER OF BUSINESS

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sweetwater Creek Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 3rd day of March, 2022.

ATTEST:

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

March 3, 2022

Sweetwater Creek Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) ("PPA"), the purpose of the Sweetwater Creek Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8013628292C-8. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 904-940-5850), email: etorres@gmsnf.com.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Sweetwater Creek Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

2. Email Address

etorres@gmsnf.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

ELEVENTH ORDER OF BUSINESS

C.

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, an Authorized Officer of Sweetwater Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of July 1, 2019 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2019 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 37

(B) Name and address of Payee: England, Thims & Miller Inc
14775 Old St. Augustine Rd
Jacksonville FL 32258

(C) Amount Payable: \$2500.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 201371 Engineer's report WA# 10

(E) Fund or Account and subaccount, if any, from which disbursement to be made: Series 2019 Construction Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

OR

this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or

claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2019 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2019 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer



Ernesto Torres
Sweetwater Creek CDD
C/O GMS
475 West Town Place, Suite 114
Saint Augustine, FL 32092

February 04, 2022
Project No: 05010.20000
Invoice No: 0201371

Project 05010.20000 Sweetwater Creek CDD - Engineer's report WA# 10

Professional Services rendered through January 31, 2022

Task 01 Engineers Report

Total Fee 2,500.00

Percent Complete

100.00

Total Earned

2,500.00

Previous Fee Billing

0.00

Current Fee Billing

2,500.00

Total Fee

2,500.00

Total this Task

\$2,500.00

Task XP Expenses

Total this Task

0.00

Invoice Total this Period

\$2,500.00

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-9990 • fax 904-648-9485
CA-00002584 LC-0000316

D.

3/3/2022

Sweetwater Creek

Community Development District

Field Operations Report



Jerry Lambert

FIELD OPERATIONS MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Sweetwater Creek
Community Development District

Field Operations Report
March 3, 2022

To: The Board of Supervisors

From: Jerry Lambert
Field Operations Manager

RE: Sweetwater Creek Operations Report – March 3, 2022

The following is a summary of items related to the field operations and maintenance management of Sweetwater Creek CDD.

Completed Projects



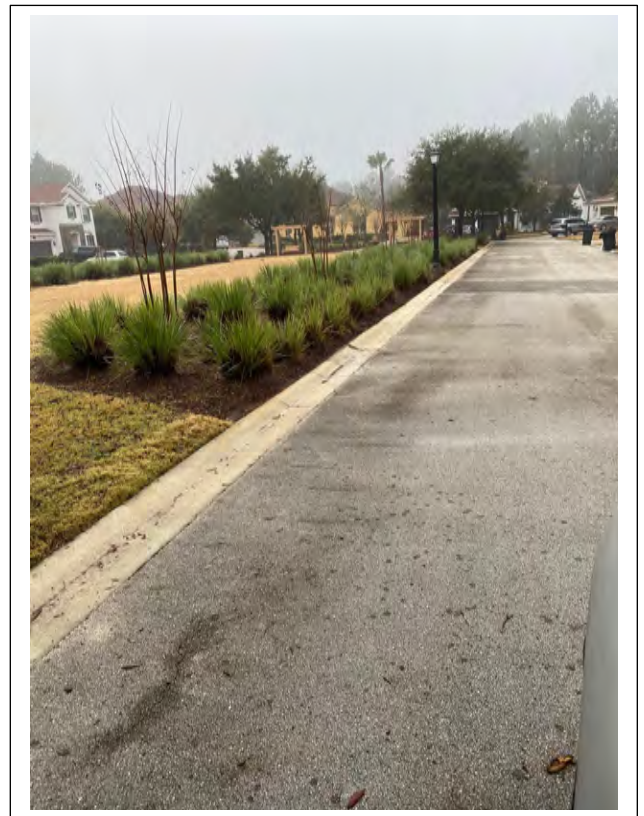
- Sidewalk replacements on Torcido and Las Calinas Boulevard have been completed
- Additional sidewalk repairs throughout the community are taking place



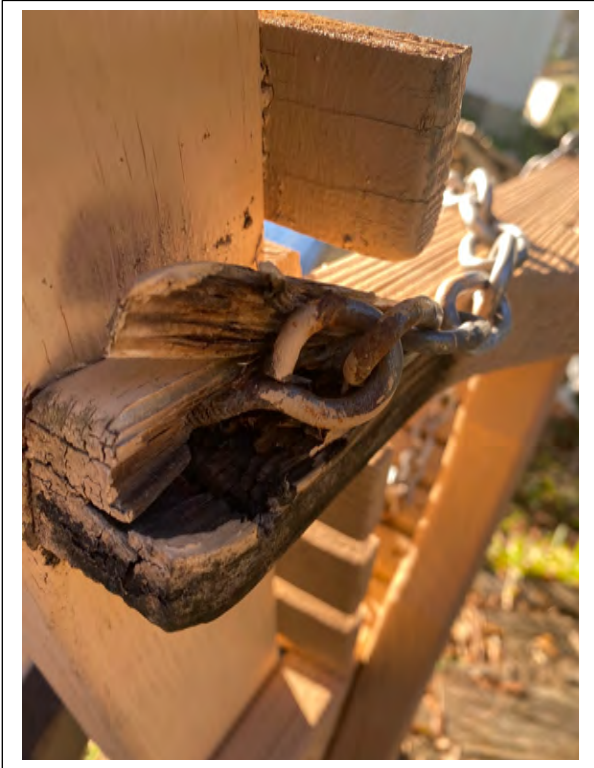
Completed Projects



- Pressure washing in Privado Court Park has been completed



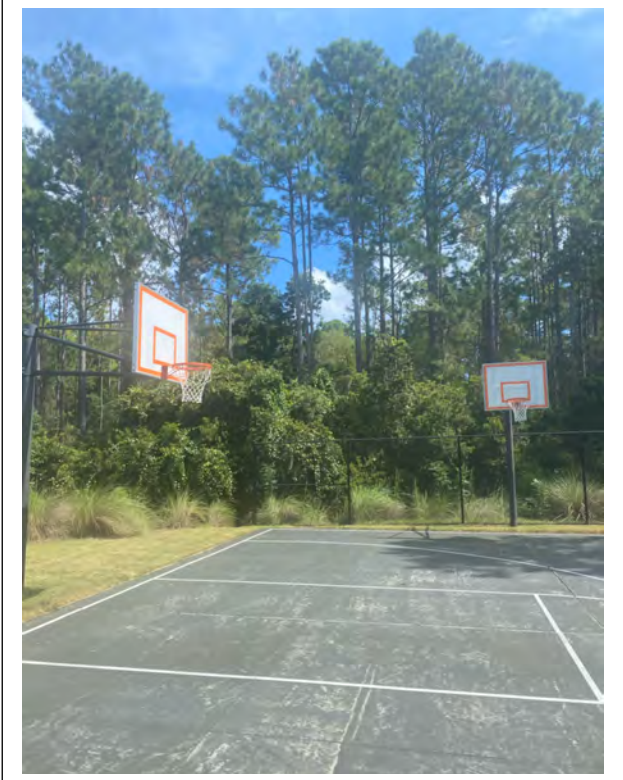
Completed Projects



- A rotted swing in Privado Court Park has been rebuilt



In Progress Projects



- 3 quotes were obtained to resurface the basketball court at Ensenada Park
- Board of Supervisors has approved the court resurfacing to be completed by Sport Surfaces– Scheduled for February 2022

- Multiple cracked sidewalks have been marked throughout the community for repair
- All Weather Contractors have started on the sidewalk repairs – estimated to be completed in February 2022



Action Items Report

Sweetwater Creek CDD			
Action Items Reported on by:			Jerry Lambert
			Cheryl Graham
Action Items	Date Completed	Initials	Comments
Multiple Side walk concrete repairs	2/10/22	JAL	Completed
Ensenada Park - Resurface basketball court			Quote from Sport Surfaces was approved - Scheduled for February 2022
Ensenada Park - Add pull up bars at the playground			*This was an owner request - Does Board approve with obtaining cost?
Ensenada Park - Add fence between playground and pond			*This was an owner request - Concerned for small children running towards pond - Does Board approve with obtaining cost?
Swail behind Torcido Ct to allow drainage runoff		CG/JAL	3 proposals were obtained for review and approval by BOS
Power washing in community	2/10/22	JAL	Completed Privato Park Area
Repair broken LED lights in La Palma Park broken by kids (2)	2/15/22	JAL	Completed Replaced 2 broke
Repair broken swing in Park (wood slats were knocked out of back)Also, One swing rebuilt	2/9/22	JAL	Completed
New soccer goal nets in the park on Onda Lane		CG	Nets have been purchased and will be mounted in the next week

Conclusion

For any questions or comments regarding the above information or for any future maintenance requests and concerns please contact jlambert@rmsnf.com or cgraham@rmsnf.com.

Respectfully,

Jerry Lambert