

*Sweetwater Creek
Community Development District*

Agenda

April 7, 2022

AGENDA

**Sweetwater Creek
Community Development District**

475 West Town Place, Suite 114

St. Augustine, Florida 32092

www.SweetwaterCreekCDD.com

March 31, 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, April 7, 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 March 3, 2022 Meeting
 - B. Financial Statements
 - C. Check Register
- IV. Fitness Center Expansion Project
 - A. Review of Cost Estimate (to be provided under separate cover)
 - B. Discussion with Architect Regarding Plans and Process
 - C. Consideration of Basham Lucas Work Authorization for Parts 3-10
 - D. Consideration of Construction RFP
- V. Discussion on Child Watch
- VI. Consideration of Irrigation System Repairs / Improvements (Requested by Dr. Handler)
- VII. Consideration of Resolution 2022-07, Designating Officers
- VIII. Consideration of Amended Agreement with GMS
- IX. Continued Discussion of RFP for District Management

- X. Consideration of Request to Amend District Policies and Rules and Consideration of Additional Rates/Fees
- XI. Staff Reports
 - A. Landscape Maintenance Team
 - B. District Counsel
 - C. District Engineer – Consideration of Requisitions 38 and 39
 - D. Field Manager
 - 1. Memorandum
 - 2. Proposals for Fencing between Pond 6 and Playground (to be provided under separate cover)
 - E. District Manager – Update on Lennar True-Up
 - F. Amenity Facilities Manager
- XII. Supervisor Requests / Public Comment
- XIII. Next Scheduled Meeting – Thursday, May 5, 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, **March 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
John Williams	Supervisor
Charles Usina	Supervisor

Also present were:

Jim Oliver	District Manager, GMS
Jerry Lambert	Field Operations Manager
Cheryl Graham	Riverside Management Services, Inc.
Lauren Gentry	KE Law Group
Mike Lucas	Basham Lucas Design Group

*The following is a summary of the minutes and actions taken at the March 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. Mr. Lisotta noted that they will be holding an executive session at the end of the meeting.

SECOND ORDER OF BUSINESS

Public Comment

Resident (Dennis) had questions about item 7 the discussion on child watch, and item 9 discussion on resident landscape improvements on CDD property.

Resident (John) questioned the work for the expansion of the fitness center. The resident also addressed areas on resident property that are not landscaped. The resident expressed concern regarding the pickleball parking areas.

Resident (unidentified) expressed his opinion that there is a need for pickleball courts in the community. He seconded John's comments.

THIRD ORDER OF BUSINESS

Approval of the Consent Agenda

A. Minutes of the February 3, 2022 Meeting

Mr. Lisotta presented the February 3, 2022 meeting minutes and asked for any comments or corrections from the Board. The Board had no changes to the minutes.

B. Financial Statements

The financial statements were provided in the agenda and were for informational purposes. The Board had no questions.

C. Check Register

Mr. Lisotta presented the check register.

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

FOURTH ORDER OF BUSINESS

Discussion of Architect on Plans for Fitness Center Expansion

Mr. Lisotta introduced Mike Lucas with Basham and Lucas. Mr. Lucas reviewed the plans for the fitness center expansion in the agenda package for the Board and offered to answer any questions regarding the work. The Board discussed the cost and how long it would take for the cost estimate to be completed. After Board discussion, they decided to move forward with engaging Basham and Lucas's suggested contractor to develop a cost estimate for construction of the facilities per the plans.

On MOTION by Mr. Williams, seconded by Mr. Lisotta, with all in favor, Authorizing \$2,000 for Construction Estimates, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Basham Lucas Work
Authorization for Parts 3-10**

Mr. Lucas suggested tabling parts 3 through 10 of the Basham and Lucas Work Authorization to the April meeting agenda pending evaluation of the cost estimates.

SIXTH ORDER OF BUSINESS

Consideration of Construction RFP

The Board tabled this item to the next meeting.

SEVENTH ORDER OF BUSINESS

Discussion on Child Watch

Mr. Lisotta reviewed the data from a six-month window. Over a six-month period they had 67 families and 933 total visits. He noted that 49 of the 67 families used the service 10 times or less. After Board discussion, they decided to table this item until after they decide on the expansion of the facilities.

EIGHTH ORDER OF BUSINESS

**Update on Torcido Upland Area Drainage
Repair**

Mr. Lisotta noted that Mr. Lambert had taken trips to the Torcido Upland area. Mr. Handler noted that he visited the site and suggested taking action. The Board discussed potential reimbursement. Mr. Lisotta reviewed the Duval Landscape proposal presented at the previous meeting for \$19,346.22.

On MOTION by Mr. Handler, seconded by Mr. Lisotta, with all in favor, the Duval Landscape Proposal for Torcido Upland Area Drainage Repair, was approved.

NINTH ORDER OF BUSINESS

**Discussion on Resident Landscape
Improvements on CDD Property**

Mr. Lisotta reviewed the exhibit in the agenda package regarding the Policy for Variance Applications for Installation of Landscaping Improvements withing District Easements. Ms. Gentry noted that this form of policy and variance agreement is used in other Districts.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with Mr. Lisotta and Mr. Usina in favor and Mr. Williams and Mr. Handler opposed, the CDD Approval Process for Resident Landscape Improvements, the Motion Failed 2-2.

Mr. Lisotta noted the item could be put back on the agenda for consideration when all supervisors are present.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2022-06,
Adopting Amended Prompt Payment Policies**

Ms. Gentry noted that the Board already had in place a prompt payment policy resolution that tracks the Florida statutes. She noted that there were some changes in the 2021 legislative session to increase interest rates that are charged on late payments and to make modifications to the dispute resolution process. She stated that this was administrative in nature, and they are suggesting every District they work with incorporate these amended policies. The Board had no questions or discussion regarding the resolution.

On MOTION by Mr. Williams, seconded by Mr. Lisotta, with all in favor, Resolution 2022-06 Adopting Amended Prompt Payment Policies, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Landscape Maintenance Team

Mr. Lambert gave an update on landscape maintenance.

B. District Counsel

Ms. Gentry had nothing further to report.

C. District Engineer – Ratification of Requisition No. 37

Mr. Oliver reviewed the work authorization #10 that was approved. He asked for a motion to ratify the requisition.

On MOTION by Mr. Usina, seconded by Mr. Lisotta, with all in favor, Requisition No. 37, was ratified.

D. Field Manager – Memorandum

Mr. Lambert updated the Board on ongoing projects and reviewed his Field Operations Report located in the agenda package. The Board reviewed a resident request to put a fence up to keep kids from going into a pond and directed staff to obtain a proposal for the work.

E. District Manager

There being none, the next item followed.

F. Amenity Facilities Manager

Ms. Gunia was not in attendance but had provided a report to the Board prior to the meeting. The Board reviewed her report. Mr. Lisotta noted that he had asked for ideas for the new fitness center room.

TWELTH ORDER OF BUSINESS

Supervisor Requests/Public Comment

Resident Comments:

- Resident (Melody) thanked the Board for the park benches and noted she had seen people using them. She asked if the tall grasses could be removed from the sidewalks.
- Multiple residents advocated for the pickleball courts.

Supervisor Comments:

- Mr. Williams commented on the District Management change and noted that he wished he could thank Mr. Torres. Mr. Williams proposed that the Board go out for an informal RFP for District Management services. Ms. Gentry explained the RFP process.
- Mr. Oliver, the District Manager from GMS stepping in for Mr. Torres, introduced himself to the Board. He noted that in order to retain Sweetwater Creek as a client that GMS would lower their fees from \$42,500 to \$35,000 and the assessment roll from \$5,000 to \$2,500.

THIRTEENTH ORDER OF BUSINESS

Next Scheduled Meetings – Thursday, April 7, 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, April 7, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.

**At this time the Board went into a closed session to discuss security concerns.*

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Williams, seconded by Mr. Usina, 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
February 28, 2022



Table of Contents

1	Balance Sheet
2-3	General Fund Income Statement
4	Debt Service Fund Series 2019 Income Statement
5	Capital Reserve Fund Income Statement
6	Capital Projects Income Statement
7-8	Month to Month
9	Long Term Debt Summary
10	Assessment Receipt Schedule
11	Construction Schedule

Sweetwater Creek
Community Development District
Balance Sheet
February 28, 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	\$ 168,614	\$ -	\$ 92,717	\$ -	\$ 261,331
Cash - Amenity Account	\$ 106,386	\$ -	\$ -	\$ -	\$ 106,386
Cash - Debit Card Account	\$ 4,562	\$ -	\$ -	\$ -	\$ 4,562
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 110,550	\$ -	\$ -	\$ 110,550
Revenue	\$ -	\$ 750,318	\$ -	\$ -	\$ 750,318
Construction	\$ -	\$ -	\$ -	\$ 1,249,642	\$ 1,249,642
Prepaid Expenses	\$ 6,778	\$ -	\$ -	\$ -	\$ 6,778
Investment SBA GF	\$ 175,261	\$ -	\$ -	\$ -	\$ 175,261
Investment - Custody	\$ 1,028,814	\$ -	\$ -	\$ -	\$ 1,028,814
Due From Capital Reserve Fund	\$ 35,419	\$ -	\$ -	\$ -	\$ 35,419
Due From Capital	\$ -	\$ -	\$ 10,375	\$ -	\$ 10,375
Due from Other	\$ 889	\$ -	\$ -	\$ -	\$ 889
Total Assets	\$ 1,526,723	\$ 993,937	\$ 103,092	\$ 1,249,642	\$ 3,873,395
Liabilities:					
Accounts Payable	\$ 44,793	\$ -	\$ -	\$ -	\$ 44,793
Accrued Expenses	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
Due to Amenity	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 46,793	\$ -	\$ -	\$ -	\$ 46,793
Fund Balances:					
Assigned For Debt Service	\$ -	\$ 993,937	\$ -	\$ -	\$ 993,937
Assigned For Capital Reserves	\$ -	\$ -	\$ 103,092	\$ -	\$ 103,092
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 1,249,642	\$ 1,249,642
Unassigned	\$ 1,479,930	\$ -	\$ -	\$ -	\$ 1,479,930
Total Fund Balances	\$ 1,479,930	\$ 993,937	\$ 103,092	\$ 1,249,642	\$ 3,826,602
Total Liabilities & Fund Equity	\$ 1,526,723	\$ 993,937	\$ 103,092	\$ 1,249,642	\$ 3,873,395

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/22	Thru 02/28/22	Variance
Revenues:				
Assessments	\$ 1,587,595	\$ 1,518,810	\$ 1,518,810	\$ -
Fitness Center Revenue	\$ 13,875	\$ 5,781	\$ 450	\$ (5,331)
Interest	\$ -	\$ -	\$ 107	\$ 107
Total Revenues	\$ 1,601,470	\$ 1,524,591	\$ 1,519,368	\$ (5,224)
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ 3,000	\$ 2,000
Engineering Fees	\$ 10,000	\$ 4,167	\$ 9,387	\$ (5,220)
District Counsel	\$ 35,000	\$ 14,583	\$ 13,786	\$ 798
Audit Fees	\$ 3,700	\$ -	\$ -	\$ -
Arbitrage	\$ 500	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Dissemination	\$ 5,000	\$ 2,083	\$ 2,083	\$ (0)
Trustee Fees	\$ 3,800	\$ 2,917	\$ 2,917	\$ -
District Management Fees	\$ 42,500	\$ 17,708	\$ 17,708	\$ (0)
Telephone	\$ 250	\$ 104	\$ 394	\$ (290)
Postage	\$ 3,050	\$ 1,271	\$ 629	\$ 642
Public Official Insurance	\$ 4,041	\$ 4,041	\$ 3,803	\$ 238
Copies	\$ 700	\$ 292	\$ 223	\$ 68
Miscellaneous	\$ 1,500	\$ 625	\$ 216	\$ 409
Legal Advertising	\$ 2,700	\$ 1,125	\$ 99	\$ 1,026
Information Technology	\$ 800	\$ 333	\$ 333	\$ -
Website Maintenance	\$ 600	\$ 250	\$ 250	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 131,316	\$ 59,674	\$ 60,003	\$ (328)
Operation and Maintenance				
Electric	\$ 64,000	\$ 26,667	\$ 26,279	\$ 388
Field Management Fees	\$ 80,000	\$ 33,333	\$ 33,333	\$ (0)
General Insurance	\$ 5,445	\$ 5,445	\$ 5,123	\$ 322
Landscape Maintenance	\$ 346,000	\$ 144,167	\$ 121,365	\$ 22,802
Landscape Improvements	\$ 50,000	\$ 20,833	\$ 19,918	\$ 915
Lake Maintenance	\$ 20,921	\$ 8,717	\$ 7,690	\$ 1,027
Fountain Maintenance	\$ 1,500	\$ 625	\$ -	\$ 625
Irrigation Repairs & Maintenance	\$ 17,000	\$ 7,083	\$ 8,104	\$ (1,021)
Storm Clean-Up	\$ 2,000	\$ 833	\$ -	\$ 833
Field Repairs & Maintenance	\$ 20,000	\$ 8,333	\$ 17,426	\$ (9,092)
Tree Removals	\$ 12,540	\$ 5,225	\$ 1,850	\$ 3,375
Streetlight Repairs	\$ 2,250	\$ 938	\$ -	\$ 938
Signage Repairs	\$ 1,500	\$ 625	\$ 687	\$ (62)
Holiday Decoration	\$ 5,000	\$ 2,083	\$ 301	\$ 1,782
Miscellaneous Field Supplies	\$ 4,250	\$ 1,771	\$ -	\$ 1,771
Total Field Operations:	\$ 632,406	\$ 266,679	\$ 242,076	\$ 24,603

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/22	Thru 02/28/22	Variance
Amenities				
Administrative:				
Property & Casualty Insurance	\$ 23,481	\$ 23,481	\$ 22,100	\$ 1,381
Payroll - Salaried	\$ 109,551	\$ 45,646	\$ 44,694	\$ 952
Payroll - Hourly	\$ 80,084	\$ 33,368	\$ 32,416	\$ 952
Payroll - Benefits	\$ 32,126	\$ 13,386	\$ 12,434	\$ 952
Payroll Taxes	\$ 18,551	\$ 7,730	\$ 6,777	\$ 952
Professional Services - Engineering	\$ 51,486	\$ 21,453	\$ 20,500	\$ 952
Professional Services - Information Technology	\$ 250	\$ 104	\$ 608	\$ (504)
Travel & Per Diem	\$ 150	\$ 63	\$ -	\$ 63
Training	\$ 200	\$ 83	\$ -	\$ 83
Licenses & Permits	\$ 400	\$ 167	\$ 400	\$ (233)
Subscriptions & Memberships	\$ 500	\$ 208	\$ 135	\$ 74
Office Supplies	\$ 3,000	\$ 1,250	\$ 976	\$ 274
Office Equipment	\$ 2,000	\$ 833	\$ 500	\$ 333
Communication - Telephone/Internet/TV	\$ 10,000	\$ 4,167	\$ 4,717	\$ (551)
Internet/Telephone - Guard House	\$ 3,600	\$ 1,500	\$ 1,636	\$ (136)
Cost Share Expense - Marshall Creek	\$ 63,453	\$ -	\$ -	\$ -
Field:				
General Utilities	\$ 83,000	\$ 34,583	\$ 25,107	\$ 9,477
Refuse Removal	\$ 3,000	\$ 1,250	\$ 1,459	\$ (209)
Security	\$ 64,851	\$ 27,021	\$ 33,771	\$ (6,750)
Janitorial Services	\$ 16,000	\$ 6,667	\$ 5,714	\$ 952
Operating Supplies - Spa & Paper	\$ 4,500	\$ 1,875	\$ 1,119	\$ 756
Operating Supplies - Uniforms	\$ 500	\$ 208	\$ -	\$ 208
Cleaning Supplies	\$ 15,000	\$ 6,250	\$ 3,182	\$ 3,068
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 10,000	\$ 10,000	\$ -
Gate Repairs & Maintenance	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Guardhouse Maintenance	\$ 2,500	\$ 1,042	\$ 132	\$ 910
Dog Park Repairs & Maintenance	\$ 3,650	\$ 1,521	\$ 2,323	\$ (802)
Park Mulch	\$ 1,500	\$ 625	\$ -	\$ 625
Playground Repairs & Maintenance	\$ 2,500	\$ 1,042	\$ 259	\$ 783
Miscellaneous	\$ 1,000	\$ 417	\$ 56	\$ 361
Buildings Repairs & Maintenance	\$ 15,000	\$ 6,250	\$ 3,516	\$ 2,734
Pest Control	\$ 2,500	\$ 1,042	\$ 938	\$ 104
Pools Maintenance - Contract	\$ 15,000	\$ 6,250	\$ 6,492	\$ (242)
Pools Repairs & Maintenance	\$ 10,000	\$ 4,167	\$ 814	\$ 3,353
Pools Chemicals	\$ 2,500	\$ 1,042	\$ 527	\$ 515
Signage & Amenity Repairs	\$ 300	\$ 125	\$ 143	\$ (18)
Special Events	\$ 10,000	\$ 4,167	\$ 2,149	\$ 2,017
Fitness:				
Professional Services - Outside Fitness	\$ 52,872	\$ 22,030	\$ 21,078	\$ 952
Fitness Equipment Repairs & Maintenance	\$ 5,000	\$ 2,083	\$ 2,791	\$ (708)
Fitness Equipment Rental	\$ 35,000	\$ 14,583	\$ 2,567	\$ 12,017
Miniature Golf Course Maintenance	\$ 750	\$ 313	\$ -	\$ 313
Miscellaneous Fitness Supplies	\$ 6,300	\$ 2,625	\$ 493	\$ 2,132
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 2,667	\$ 353	\$ 2,314
Total Amenities	\$ 784,955	\$ 314,323	\$ 272,875	\$ 41,448
Reserves				
Capital Reserve Transfer	\$ 110,000	\$ -	\$ -	\$ -
Total Reserves	\$ 110,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,658,677	\$ 640,676	\$ 574,954	\$ 65,722
Excess Revenues (Expenditures)	\$ (57,207)		\$ 944,414	
Fund Balance - Beginning	\$ 57,207		\$ 535,517	
Fund Balance - Ending	\$ -		\$ 1,479,930	

Sweetwater Creek

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/22	Thru 02/28/22	Variance
Revenues:				
Special Assessments	\$ 746,019	\$ 718,758	\$ 718,758	\$ -
Prepayments	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 10	\$ 10
Total Revenues	\$ 746,019	\$ 718,758	\$ 718,768	\$ 10
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		\$ 554,540	
Fund Balance - Beginning	\$ 171,450		\$ 439,398	
Fund Balance - Ending	\$ 174,013		\$ 993,937	

Sweetwater Creek

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2022

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
Revenues:				
Cost Share - Marshal Creek	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ 20,000	\$ 8,333	\$ 44,175	\$ (35,842)
Repair and Maintenance	\$ 20,000	\$ 8,333	\$ 11,822	\$ (3,489)
Other Current Charges	\$ 1,470	\$ 613	\$ 177	\$ 436
Total Expenditures	\$ 41,470	\$ 17,279	\$ 56,174	\$ (38,895)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ 110,000	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ 110,000	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 68,530		\$ (56,174)	
Fund Balance - Beginning	\$ 160,961		\$ 159,266	
Fund Balance - Ending	\$ 229,491		\$ 103,092	

Sweetwater Creek

Community Development District Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2022

	Adopted Budget	Prorated Budget Thru 02/28/22	Actual Thru 02/28/22	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 26	\$ 26
Total Revenues	\$ -	\$ -	\$ 26	\$ 26
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ 26	
Fund Balance - Beginning	\$ -		\$ 1,249,616	
Fund Balance - Ending	\$ -		\$ 1,249,642	

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	\$ 30,161	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,518,810
Fitness Center Revenue	\$ -	\$ 325	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 24	\$ 18	\$ 20	\$ 23	\$ 23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 107
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
Total Revenues	\$ 24	\$ 270,021	\$ 359,019	\$ 860,120	\$ 30,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,519,368
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 800	\$ 800	\$ 800	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Engineering Fees	\$ 8,012	\$ 322	\$ 721	\$ 332	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,387
District Counsel	\$ 3,490	\$ 2,609	\$ 3,730	\$ 507	\$ 3,451	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,786
Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,083
Trustee Fees	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,917
District Management Fees	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,708
Telephone	\$ 166	\$ -	\$ 71	\$ 132	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394
Postage	\$ 215	\$ -	\$ 300	\$ 69	\$ 45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 629
Public Official Insurance	\$ 3,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,803
Copies	\$ 117	\$ -	\$ 76	\$ -	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223
Miscellaneous	\$ 205	\$ -	\$ 9	\$ 1	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216
Legal Advertising	\$ 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99
Information Technology	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 333
Website Maintenance	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 29,073	\$ 7,806	\$ 9,780	\$ 5,116	\$ 8,228	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,003
<u>Operation and Maintenance</u>													
Electric	\$ 5,204	\$ 5,168	\$ 5,226	\$ 5,565	\$ 5,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,279
Field Management Fees	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,333
General Insurance	\$ 5,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,123
Landscape Maintenance	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121,365
Landscape Improvements	\$ 529	\$ 9,838	\$ -	\$ 6,751	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,918
Lake Maintenance	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,690
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs & Maintenance	\$ 4,024	\$ 3,275	\$ -	\$ 180	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,104
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Repairs & Maintenance	\$ 2,901	\$ 6,148	\$ 6,192	\$ 2,094	\$ 91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,426
Tree Removals	\$ -	\$ -	\$ -	\$ -	\$ 1,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,850
Streetlight Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage Repairs	\$ -	\$ 687	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 687
Holiday Decoration	\$ -	\$ -	\$ 269	\$ -	\$ 32	\$ -	\$ -	\$ 269	\$ -	\$ -	\$ -	\$ -	\$ 301
Miscellaneous Field Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Field Operations:	\$ 50,257	\$ 57,594	\$ 44,164	\$ 47,068	\$ 42,992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,076

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	\$ 8,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,694
Payroll - Hourly	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,416
Payroll - Benefits	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,434
Payroll Taxes	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,777
Professional Services - Engineering	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,500
Professional Services - Information Technology	\$ 150	\$ 266	\$ 21	\$ 151	\$ 21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 608
Travel & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ 375	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400
Subscriptions & Memberships	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135
Office Supplies	\$ 65	\$ 59	\$ 388	\$ -	\$ 465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 976
Office Equipment	\$ -	\$ 13	\$ 350	\$ 8	\$ 129	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Communication - Telephone/Internet/TV	\$ 897	\$ 937	\$ 997	\$ 944	\$ 943	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,717
Internet/Telephone - Guard House	\$ 406	\$ 306	\$ 306	\$ 306	\$ 311	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,636
Cost Share Expense - Marshall Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field:													
General Utilities	\$ 3,438	\$ 4,601	\$ 5,844	\$ 5,392	\$ 5,832	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,107
Refuse Removal	\$ 250	\$ 302	\$ 302	\$ 302	\$ 302	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,459
Security	\$ 6,736	\$ 6,718	\$ 6,790	\$ 6,766	\$ 6,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,771
Janitorial Services	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,714
Operating Supplies - Spa & Paper	\$ 244	\$ 200	\$ 272	\$ 202	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,119
Operating Supplies - Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cleaning Supplies	\$ 38	\$ 1,071	\$ 1,875	\$ 110	\$ 87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,182
Amenity Landscape Maintenance & Improvements	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Gate Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guardhouse Maintenance	\$ -	\$ -	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 132
Dog Park Repairs & Maintenance	\$ -	\$ 1,850	\$ 473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,323
Park Mulch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Repairs & Maintenance	\$ (30)	\$ 79	\$ 17	\$ -	\$ 192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259
Miscellaneous	\$ 56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56
Buildings Repairs & Maintenance	\$ 989	\$ 1,565	\$ -	\$ 347	\$ 614	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,516
Pest Control	\$ 258	\$ 68	\$ 68	\$ 72	\$ 472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 938
Pools Maintenance - Contract	\$ 1,129	\$ 1,129	\$ 1,411	\$ 1,411	\$ 1,411	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,492
Pools Repairs & Maintenance	\$ 330	\$ 176	\$ -	\$ 308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 814
Pools Chemicals	\$ 229	\$ -	\$ 298	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 527
Signage & Amenity Repairs	\$ -	\$ -	\$ -	\$ 143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143
Special Events	\$ 755	\$ -	\$ -	\$ -	\$ 1,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,149
Fitness:													
Professional Services - Outside Fitness	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,078
Fitness Equipment Repairs & Maintenance	\$ 685	\$ -	\$ 2,020	\$ 41	\$ 45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,791
Fitness Equipment Rental	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,567
Miniature Golf Course Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Fitness Supplies	\$ 181	\$ 139	\$ -	\$ 173	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 493
Capital Outlay - Machinery & Equipment	\$ -	\$ -	\$ 353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 353
Total Amenities	\$ 70,169	\$ 51,119	\$ 53,205	\$ 47,939	\$ 50,443	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,875
Reserves													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 149,499	\$ 116,519	\$ 107,149	\$ 100,124	\$ 101,663	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 574,954
Excess Revenues (Expenditures)	\$ (149,475)	\$ 153,502	\$ 251,870	\$ 759,996	\$ (71,479)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 944,414

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
03/07/22	8	\$16,553.81	(\$327.17)	(\$195.54)	\$0.00	\$16,031.10	\$10,881.55	\$5,149.55	\$16,031.10
			\$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		\$ 2,394,553.63	\$ (45,991.22)	\$ (94,992.87)	\$ 29.30	\$ 2,253,598.84	\$ 1,529,691.72	\$ 723,907.12	\$ 2,253,598.84

98%	Net Percent Collected
\$ 56,649.16	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: SWCrrfnl220 - 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
2/1/22		Interest		\$ 5.31
TOTAL				\$ 86,004.63
Project (Construction) Fund at 07/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 02/28/22				\$ 86,287.46
Requisitions Paid thru 02/28/22				\$ (377,423.68)
Remaining Project (Construction) Fund				\$ 1,249,641.74
Approved Projects (not yet funded)				
Contractor TBD				\$ 1,000,000.00
5/7/20	Yellowstone			\$ 81,642.75
Total				\$ 1,081,642.75
Unassigned				\$ 167,998.99

C.

Sweetwater Creek

Community Development District

Summary of Invoices

February 01, 2022 - February 28, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	2/3/22	3639-3642	\$ 33,242.36
	2/9/22	3643	\$ 4,177.12
	2/11/22	3644-3648	\$ 7,773.67
	2/17/22	3649-3650	\$ 957.22
	2/25/22	3651	\$ 1,807.57
			<hr/>
			\$ 47,957.94
Amenity Fund			
	2/3/22	2075	\$ 1,411.20
	2/11/22	2076-2081	\$ 6,048.30
	2/17/22	2082	\$ 36.00
	2/25/22	2083-2086	\$ 8,156.56
			<hr/>
			\$ 15,652.06
Capital Reserve			
	2/11/22	7-8	\$ 17,855.00
			<hr/>
			\$ 17,855.00
TOTAL			<hr/>
			\$ 81,465.00

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/11/22	00051	2/03/22 02032022	202202 310-51300-11000	MEETING 2/3/2022	*	200.00	
				ROBERT LISOTTA			200.00 003646
2/11/22	00071	2/01/22 26	202202 320-53800-12100	FEB CONTRACT ADMIN	*	6,666.67	
				RIVERSIDE MANAGEMENT SERVICES			6,666.67 003647
2/11/22	00040	2/03/22 02032022	202202 310-51300-11000	MEETING 2/3/2022	*	200.00	
				STEPHEN J HANDLER			200.00 003648
2/17/22	00006	2/15/22 80508	202202 320-53800-47300	RPLCD #2&4 CHECK RUBBER	*	625.25	
				BOB'S BACKFLOW & PLUMBING SERVICE			625.25 003649
2/17/22	00011	2/04/22 201370	202201 310-51300-31100	JAN H2O USE/METER READING	*	331.97	
				ENGLAND-THIMS & MILLER, INC			331.97 003650
2/25/22	00071	2/16/22 27	202201 320-53800-47301	JAN FIELD MAINT REPAIRS	*	1,807.57	
				RIVERSIDE MANAGEMENT SERVICES			1,807.57 003651
TOTAL FOR BANK A						47,957.94	
TOTAL FOR REGISTER						47,957.94	

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN	3/17/22	PAGE	1
***	CHECK DATES	02/01/2022 - 02/28/2022		***	SWEETWATER CREEK - POOL									
BANK B AMENITY														
CHECK DATE	VEND#	.....INVOICE.....		...EXPENSED TO...			VENDOR NAME			STATUS	AMOUNT	....CHECK..... AMOUNT #		
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS						
2/03/22	00019	2/01/22	13129560	202202	330	53800	52000			*	1,411.20			
FEB POOL CHEMICALS														
POOLSURE												1,411.20	002075	
2/11/22	00005	1/27/22	41-23466	202201	330	53800	52200			*	88.32			
WHITE MULTIFOLD 16/250														
DOWNEY'S JANITORIAL SUPPLIES												88.32	002076	
2/11/22	00080	3/05/21	27875	202103	330	53800	48300			*	345.00			
RPLC DAMAGED EQUIP														
ENVERA												345.00	002077	
2/11/22	00080	7/21/21	33666	202107	330	53800	48300			*	2,352.00			
RPLCD DAMAGED EQUIPMENT														
ENVERA												2,352.00	002078	
2/11/22	00080	7/23/21	33687	202107	330	53800	48300			*	1,133.00			
RPLC RESIDENTS CNTRL BRD														
ENVERA												1,133.00	002079	
2/11/22	00016	1/28/22	BB-00001	202201	330	53800	35200			*	129.98			
BILLBACK FOR CRN INV#187														
MARSHALL CREEK CDD												129.98	002080	
2/11/22	00016	1/28/22	LANDSCAP	202201	330	53800	46200			*	2,000.00			
JAN LANDSCAPE SERVICES														
MARSHALL CREEK CDD												2,000.00	002081	
2/17/22	00080	1/21/22	711179	202201	330	53800	48400			*	36.00			
ADD RESIDENT														
ENVERA												36.00	002082	
2/25/22	00080	2/01/22	711580	202202	300	15500	10000			*	6,778.28			
3/1-3/31 MONITORING														
ENVERA												6,778.28	002083	
2/25/22	00031	2/23/22	19079	202202	340	53800	49400			*	1,129.50			
EGGS FOR EASTER EVENT														
HOLIDAY GOO												1,129.50	002084	
2/25/22	00087	2/23/22	1572	202202	330	53800	47800			*	177.12			
FOUNTAIN REPAIR														
INVISION CONSTRUCTION												177.12	002085	
2/25/22	00041	2/17/22	8237946	202202	340	53800	34400			*	71.66			
FEB PEST CONTROL														
TURNER PEST CONTROL,LLC												71.66	002086	
TOTAL FOR BANK B											15,652.06			
SWCC SWEETWATER CRK BPEREGRINO														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						15,652.06	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/11/22	00006	2/07/22 137163	202202 600-58400-61000		*	7,480.00	
		SIDEWALK RPLC					
				ALL WEATHER CONTRACTORS, INC			7,480.00 000007
2/11/22	00005	11/30/21 21.069	202111 600-13100-10000		*	6,250.00	
		CONCEPT DESIGN COMPLETION					
		11/30/21 21.069	202111 600-13100-10000		*	4,125.00	
		CNSTRTN COST ESTIMATING					
				EDWARD JOE KNOUS DBA STUDIO 1+			10,375.00 000008
TOTAL FOR BANK A						17,855.00	
TOTAL FOR REGISTER						17,855.00	

FOURTH ORDER OF BUSINESS

C.

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



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

D.

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)**

SIXTH ORDER OF BUSINESS

Smart Irrigation Controller System

There are a few features to look for when shopping for a smart sprinkler controller.

First, choose a controller with EPA WaterSense Certification. This means that the controller uses weather data and landscaping information for your area to save water and be more efficient. A sprinkler controller with a WaterSense label can save you around 7,600 gallons of water per year according to the EPA.

Next, find a controller made for the same number of zones as your inground sprinkler system. Zones are basically groups of sprinklers that water at the same time.

Note: Sweetwater Creek currently has 12 zones.

Smart irrigation systems tailor watering schedules and run times automatically to meet specific landscape needs. These controllers significantly improve water use efficiencies.

Traditional irrigation controllers operate timers on a preset programmed schedule.

Smart irrigation controllers monitor weather, soil conditions, evaporation and plant-water use to automatically adjust the watering schedule to actual conditions of the site.

There are two (2) types of smart irrigation controllers that is based on geographic location and landscape environment Weather-Based and Soil Moisture Sensors.

Weather-Based also referred to as evapotranspiration controllers, use local weather data to adjust irrigation schedules. Evapotranspiration is the combination of evaporation from the soil surface and transpiration by plant materials. These controllers gather local weather information and make irrigation run-time adjustments so the landscape receives the appropriate amount of water. Evapotranspiration weather data uses four weather parameters: temperature, wind, solar radiation and humidity. It is the most accurate way to calculate landscape water needs.

There are three (3) basic forms of weather-based controllers:

1. **Signal-based controllers** use meteorological data from a publicly available source and the ET value is calculated for a grass surface at the site. The ET data is then sent to the controller by a wireless connection.
2. **Historic ET controllers** use a pre-programmed water use curve, based on historic water use in different regions. The curve can be adjusted for temperature and solar radiation.
3. **On-site weather measurement controllers** use weather data collected on-site to calculate continuous ET measurements and water accordingly.

Soil Moisture Sensors use one of several well-established technologies to measure soil moisture content. When buried in the root zone of turf, trees or shrubs, the sensors accurately determine the moisture level in the soil and transmit this reading to the controller.

There are two (2) different soil moisture sensor-based systems available:

1. **Suspended cycle irrigation systems**, which are set like traditional timer controllers with start times and duration. The difference is that the system will stop the next scheduled irrigation when there is enough moisture in the soil.
2. **Water on demand irrigation** requires no programming of irrigation duration (only start times and days of the week to water). It has a user-set lower and upper threshold, which initiates irrigation when the soil moisture level fails to meet those levels.

Smart Irrigation Controllers Save Water and Money

The experts agree that smart irrigation systems and controllers versus traditional irrigation controllers conserve water across a variety of scenarios. Several controlled research studies indicate substantial water savings anywhere from 30 to 50 percent.

Studies performed are listed below:

Tests by the Irrigation Association (IA)

(<http://www.irrigation.org/SWAT/swat.aspx?id=321&terms=smart+controllers>) and the International Center for Water Technology at California State University in Fresno, have shown smart irrigation controllers to save up to 20 percent more water than traditional irrigation controllers.

Another study tested a prototype controller/receiver system consisting of a traditional irrigation controller modified to receive a signal broadcasted via satellite. Outdoor water savings were calculated based on 2-years of pre-installation usage and were adjusted for weather conditions. The reported average outdoor savings is 16 percent and it is also reported this represents 85 percent of potential savings based on reference ET. via satellite.

A water efficient irrigation study of the Saving Water Partnership, a coalition of 24 water purveyors, was conducted in Washington State's Puget Sound. Water savings were calculated based on historical consumption and adjustments were made for weather conditions. The reported water savings were 20,735 gallons per year per site for sites with rain sensors controllers and 10,071 gallons per year per site for sites using traditional controllers.

Please note: Internet service will be required for the controllers – Cellular service can be provided to the controllers.

Discussions were held with Landscape Contractors regarding Smart Irrigation Controllers.

Trim All Lawn Service - Spoke with Cassandra Faulk, Sales & Operations Manager

Fernandina Beach, FL

Provider of Landscape Maintenance and Enhancement Services in Various communities in Nassau County

They do not have smart irrigation controllers in any community that they service in Nassau County. However, there are a few individual property owners that own townhomes that use the smart irrigation control system. They have the ability to change the programming through their cell phones or computers when they are out of town.

Martex Landscape Service – Tom Livingston, Owner

Amelia Island, FL

Provider of Landscape Maintenance and Enhancement Services in communities located in Nassau, Duval and St. Johns Counties

They are no smart irrigation controller systems in any community that they service in Nassau or Duval County. They do have one in St. Johns County.

Comments: The younger technicians like the technology. There are many reports that can be provided using the smart irrigation control system.



Smart Irrigation Control System

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Abstract

This paper focuses on the effective irrigation and prevention of water wastage in uncontrolled irrigation. New irrigation electrical control technologies could improve irrigation efficiency, promoting water conservation and reducing the environmental impacts. The objectives of this project were to avoid wastage of water and increase irrigation efficiency by using a PLC based irrigation system with the help of soil moisture sensor, water level sensor, and GSM controller. It also improves the traditional irrigation system enabling the irrigation system to have high efficiency and low water usage. The existing irrigation system is tedious, time consuming and very wasteful in water usage. This PLC based sprinkler irrigation system gives the best feature than the traditional one.

1. Introduction

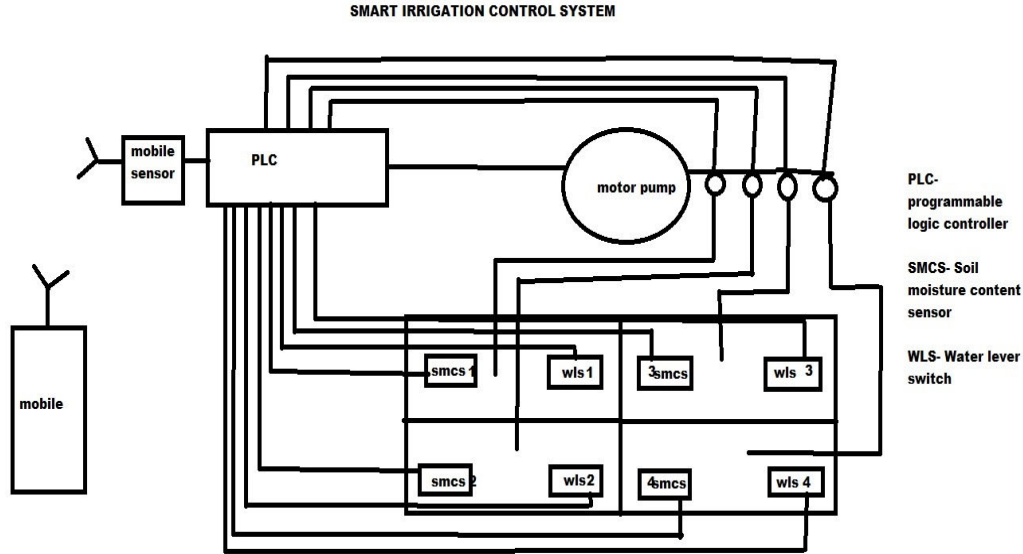
Today water has become one of the most precious resource on the Earth and one of the most important factors in agriculture is water availability. Water availability is also a critical variable for virtually every other economic activity, including industry, the energy sector, and public use. In recent years, water availability has become an issue. To schedule irrigation properly, a grower must know the environmental demand for surface water. Knowledge of exact amount of water required by different crop in a given set of climatological condition of a region is great help in planning of irrigation scheme, irrigation scheduling, effective design and management of irrigation system. This is achieved by use of irrigation controllers.

Many types of irrigation controllers have been developed for automatically controlling application of water to landscapes. Known irrigation controllers range from simple programmers are based upon fixed schedules. With respect to the simpler types of irrigation controllers, farmers, Municipalities and commercial owners of green areas typically set a watering schedule that involves specific run-times and

days, and the controller executes the same schedule regardless of the season or weather conditions. From time to time a technician may manually adjust the watering schedule, but such adjustments are usually only made a few times during the year, and are based upon the technicians perceptions rather than actual watering needs. One change is often made in the late Spring when a portion of the plants become brown due to a lack of water. Another change is often made in the late Fall when the homeowner assumes that the vegetation does not require as much watering. These changes to the watering schedule are typically insufficient to achieve efficient watering.

The purpose of this work is to develop autonomous irrigation systems that use every day climate criterion to adapt daily irrigation depths to plant needs. Criteria such as temperature, total radiation and total wind can be measured directly by PLCs which then adapt the irrigation schedule to the observed conditions, leading to a reasonable saving in the amount of irrigation water. Thus, this work intends to develop a cost-effective irrigation controller that is adaptive to daily climate conditions, without the need for expensive sensors and costly weather-stations. It must also be reliable and easily deployable in order to work under harsh outdoor conditions without the need for supervision or regular monitoring.

2. Block Diagram of Smart Irrigation Control System



3. Comparison between Existing Irrigation Technology and Smart Irrigation Control Technology:

- a. Existing irrigation controllers are based on fixed schedule. Farmers, Municipalities and commercial owners of green areas typically set a watering schedule that involves specific run-times and days, and the controller executes the same schedule regardless of the season or weather conditions. From time

to time a technician may manually adjust the watering schedule, but such adjustments are usually only made a few times during the year, and are based upon the technicians perceptions rather than actual watering needs. Smart irrigation control technology is based on everyday climate criterion and actual water need of plant. In this technology irrigation occurs when the water is required by plant. It supplies only that amount of water to the plant as plant needs.

- b. In conventional irrigation control technology, irrigation is done in the way in which large amount of underground or surface water is wasted. In smart irrigation control technology irrigation is done in a manner in which there is very little chance of water wastage.
- c. The simple irrigation control technology don't consider the plant productivity which is not based on efficient irrigation. It is based on perception of technician. The smart irrigation control technology consider all the aspects of plants related to water irrigation. It is based on efficient irrigation.
- d. Smart irrigation control technology is easily deployable and can be controlled manually or automatically without physical presence at the system or field. In existing technology these kind of facilities are not easily available.
- e. With respect to features and life of smart irrigation controller the cost is acceptable for every kind of farmers, municipalities and commercial green area authorities.

4. Conclusion

New irrigation electrical control technologies could improve irrigation efficiency, promoting water conservation and reducing the environmental impacts. The objectives of this project were to avoid wastage of water and increase irrigation efficiency by using a PLC based irrigation system with the help of soil moisture sensor. It also improves the traditional irrigation system enabling the irrigation system to have high efficiency and low water usage. The existing irrigation system being tedious, time consuming and very wasteful in water usage. The PLC based sprinkler irrigation system gives the best feature than the traditional one.

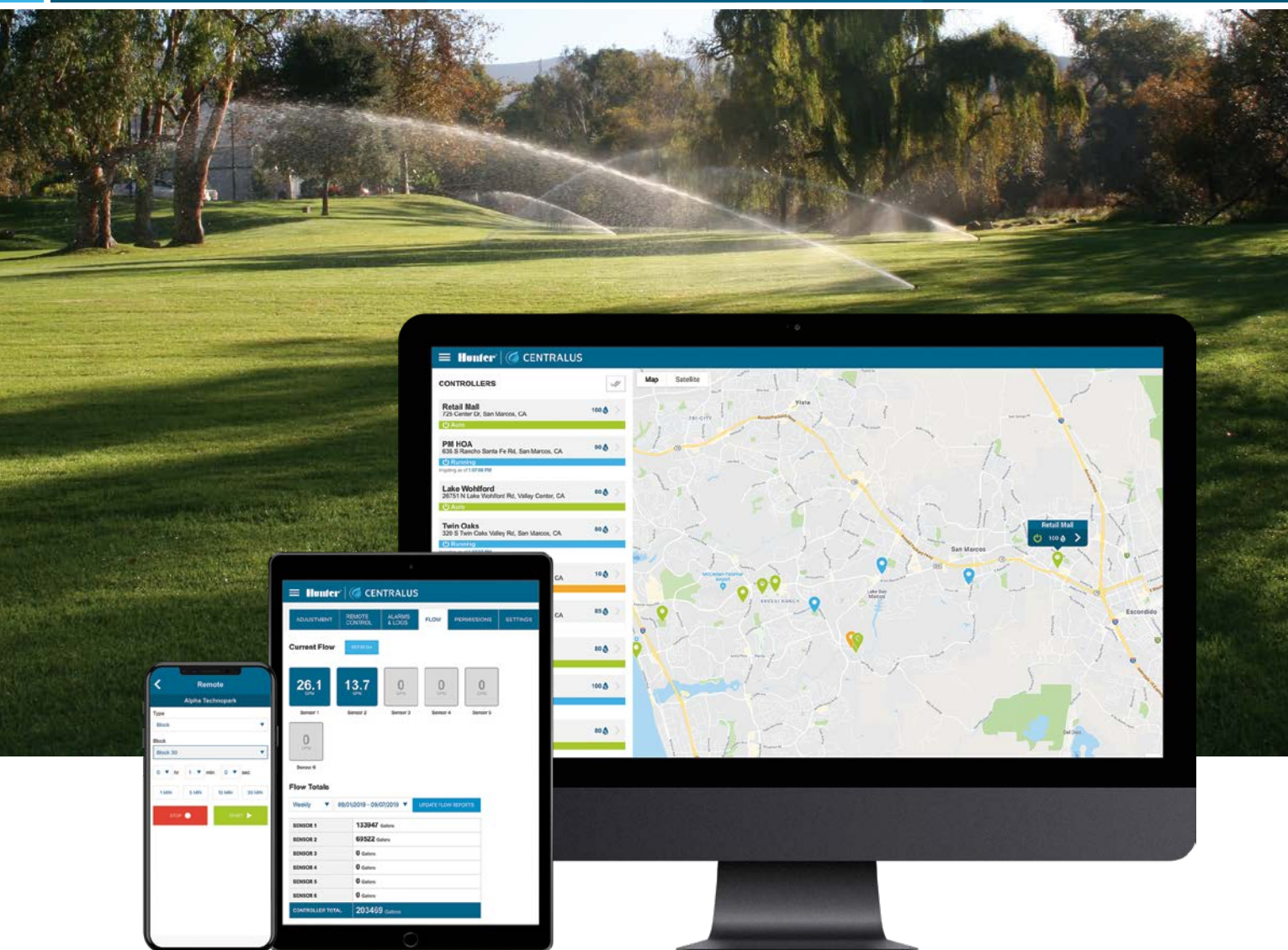
References

- [1] Madhuchhanda Mitra, Samarjit Sen Gupta, Programmable Logic controller and Industrial Automation, Penram International Publishing India Pvt Ltd
- [2] Sofcon India Private Limited, Sector-2 Noida
- [3] W. Bolton Programmable Logic Controllers, Newnes Publisher
- [4] Decagon Devices, <http://www.decagon.com/products/soils/volumetric-water-content-sensors/>



Irrigation Management Platform
for ACC2 and ICC2 Controllers

Hunter®



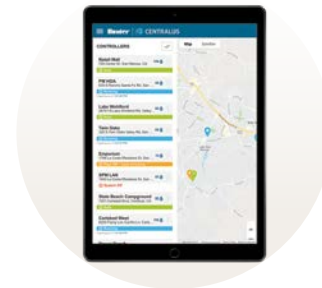


Hunter's popular **ACC2** and **ICC2** commercial controllers are now web-enabled to provide a range of powerful and flexible remote irrigation management capabilities.

Learn more at hunter.direct/centralus.

MOBILE-FRIENDLY

The mobile-friendly Centralus irrigation management platform — currently available in beta phase — provides highly secure, comprehensive cloud-based control and monitoring features for the powerful and popular ACC2 and ICC2 controllers. The connectivity allows you to view a controller's status, change settings, view forecasts, save water, and receive instant notification of important system alarms — all without costly and time-consuming travel and site visits.



USER-FRIENDLY

Simple screens with intuitive controls put powerful adjustments and remote control at your fingertips. From the user-friendly Centralus dashboard, it is now easier than ever before to add alarm monitoring, location information, remote operation, and flow monitoring to compatible Hunter controllers.



EASY TO UPGRADE

To upgrade to Centralus control, choose one of several connection options depending on site requirements and personal preference: wireless Wi-Fi, hardwired Ethernet (LAN), or cellular connection (ACC2 only, cell service plan required). Log in to the platform through your free Hunter account at hunterindustries.com. Direct feedback capabilities are built in to the platform, so you can join the conversation and help refine Centralus' features and capabilities.

SECURE AND RELIABLE

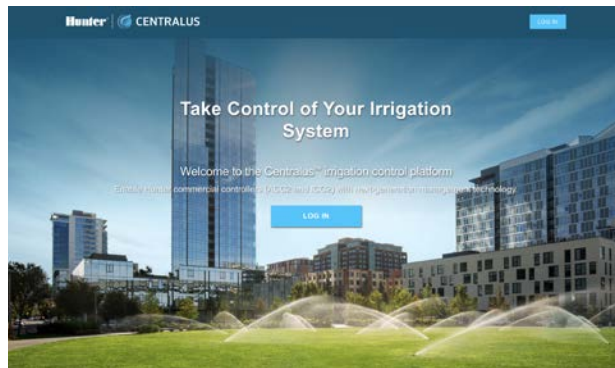
Centralus is reviewed by independent security analysts to ensure that protection and privacy standards are stringently maintained, including hardware authentication.

CENTRALUS WEB-BASED IRRIGATION MANAGEMENT



Centralus Software Features

- Online interactive map display of unlimited controllers with status and access
- Multi-day weather forecast based on controller location, including weather triggers for maximum water savings
- Automatic climate adjustments based on ET (evapotranspiration) when used with a Hunter Solar Sync® sensor
- Full remote control capabilities for station and program operation, both via smartphone and ROAM/ROAM XL remotes
- Manage controller irrigation schedules and settings from anywhere
- View real-time flow rates and totals for each ACC2 flow sensor
- SMS text notification of critical alarms to your mobile device, with detailed alarm logging of incidents
- User management functions, including controller sharing for crewmember access
- Wi-Fi or Ethernet connectivity to existing routers
- Cellular connectivity for ACC2 only with easy online service plan setup
- Conforms to industry-leading security standards



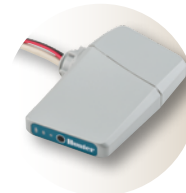
Centralus landing page

Model Description

WIFIKIT	Wi-Fi Communication Module for the ICC2
LANKIT	Ethernet Communication Module for the ICC2
A2C-WIFI	Wi-Fi Communication module for ACC2 (antenna included)
A2C-LAN	Ethernet communication module for ACC2
A2C-LTE	Cellular communication module for ACC2 (service plan required)

Wi-Fi Features

- Easy field installation, new or retrofit
- Secure, high-speed Wi-Fi connection with built-in antenna (802.11 b/g/n; 2.4 GHz)



WIFIKIT



ACC2 WI-FI

Ethernet (LAN) Features

- Easy field installation, new or retrofit
- Secure, high-speed Ethernet connection with RJ-45 connection to network



LANKIT



A2C-LAN



A2C-LTE

Cellular Features

- Simple installation in ACC2
- Antenna included (external options available)
- 4G LTE with easy service setup

Approvals

- FCC, ISED Canada, CE, RCM



Helping our customers succeed is what drives us. While our passion for innovation and engineering is built into everything we do, it is our commitment to exceptional support that we hope will keep you in the Hunter family of customers for years to come.

A white, stylized signature of Gregory R. Hunter on a dark blue background.

Gregory R. Hunter, CEO of Hunter Industries

A white, stylized signature of Gene E. Smith on a dark blue background.

Gene E. Smith, President, Landscape Irrigation and Outdoor Lighting

Website hunterindustries.com | **Customer Support** +1-800-383-4747 | **Technical Service** +1-800-733-2823

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100% Wind
Energy, (RECs)



Hunter Smart Irrigation Controller



October 28, 2021

Contract No. - 16701

Sweetwater CDD

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Acc2 Controller Conventional	10.00	\$1,500.00	\$15,000.00
Acc2 Two wire controller	2.00	\$2,500.00	\$5,000.00
Acc2 expansion module 6 Station	22.00	\$500.00	\$11,000.00
4D Cell Card ACC	10.00	\$1,200.00	\$12,000.00
1 Station Decoders	45.00	\$200.00	\$9,000.00
Valve Locating	45.00	\$150.00	\$6,750.00
RB Wireless Rain Sensor Plus Freeze	12.00	\$180.00	\$2,160.00
Ground Rods	22.00	\$15.00	\$330.00
Bare Copper Grounding Wire	220.00	\$1.50	\$330.00
Irrigation Labor	36.00	\$100.00	\$3,600.00
			\$65,170.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$65,170.00
		\$0.00
		\$65,170.00

Sale	\$65,170.00
Sales Tax	\$0.00
Total	\$65,170.00

By _____
Joshua Boucher

Date 10/28/2021
Duval Landscape Maintenance

By _____

Date _____
Sweetwater CDD

Rainbird Smart Irrigation Controller



October 28, 2021

Contract No. - 16616

Sweetwater CDD

ITEM	QTY	UNIT PRICE	TOTAL PRICE	
IQ 4G Cell comm. cartridge	12.00	\$4,000.00	\$48,000.00	
Rain bird ESP-LX controller	7.00	\$750.00	\$5,250.00	
Rain bird ESP-LXD controller	2.00	\$1,800.00	\$3,600.00	
1 Station Decoders	45.00	\$200.00	\$9,000.00	
Valve Locating	45.00	\$150.00	\$6,750.00	
RB Wireless Rain Sensor Plus Freeze	12.00	\$180.00	\$2,160.00	
Ground Rods	22.00	\$150.00	\$3,300.00	\$15 ea =
Bare Copper Grounding Wire	220.00	\$1.50	\$330.00	\$330.00
Irrigation Labor	24.00	\$100.00	\$2,400.00	
			\$80,790.00	\$77,820.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$80,790.00
		\$0.00
		\$80,790.00

Sale	\$80,790.00
Sales Tax	\$0.00
Total	\$80,790.00

By _____
Joshua Boucher

Date 10/28/2021
Duval Landscape Maintenance

By _____

Date _____
Sweetwater CDD

SEVENTH ORDER OF BUSINESS

RESOLUTION 2022-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
SWEETWATER CREEK COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING THE OFFICERS OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, 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 the County of St. Johns, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Sweetwater Creek Community Development District:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. _____ is appointed Secretary and Treasurer.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Treasurer.

_____ is appointed Assistant Secretary.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7TH DAY OF APRIL, 2022.

ATTEST

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

EIGHTH ORDER OF BUSINESS

**AMENDMENT TO THE AGREEMENT FOR DISTRICT MANAGEMENT SERVICES AND
CONSENT TO ASSUMPTION OF AGREEMENT BY
GOVERNMENTAL MANAGEMENT SERVICES, L.L.C.**

This Amendment and Consent to Assumption (the “**Amendment**”) of the *Agreement for District Management Services between Sweetwater Creek Community Development District and Governmental Management Services – Central Florida, LLC*, dated April 9, 2018, as amended from time to time (the “**Contract**”) is made effective as of the ____ day of April 2022, by and between:

Sweetwater Creek Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located entirely within St. Johns County, Florida, and having a mailing address of 475 West Town Place, Suite 114 St. Augustine, FL 32092 (the “**District**”); and

Governmental Management Services, L.L.C., a Florida limited liability company, with offices located at 475 West Town Place, Suite 114 St. Augustine, FL 32092 (“**GMS North Florida**”); and

Governmental Management Services – Central Florida LLC, a Florida limited liability company, with offices located at 219 East Livingston Street, Orlando, Florida 32801 (“**GMS Central Florida**”).

RECITALS

WHEREAS, the District and GMS Central Florida previously entered into the Contract for the provision of district management services; and

WHEREAS, GMS Central Florida has assigned its rights and obligations under the Contract to GMS North Florida, GMS North Florida has agreed to assume all such rights and obligations, and the District consents to such assignment and assumption; and

WHEREAS, GMS North Florida has proposed a decrease to the contracted compensation amounts; and

WHEREAS, the District is agreeable to the proposed compensation decrease as set forth in the attached **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the parties now desire to amend the Contract to provide accordingly.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District GMS North Florida, and GMS Central Florida hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Amendment.

2. **ASSIGNMENT AND ASSUMPTION OF CONTRACT.** GMS Central Florida assigns its rights and obligations under the Contract to GMS North Florida, and GMS North Florida agrees to assume such rights and obligations. All references in the Contract and this Amendment to “**Manager**” shall henceforth be deemed to refer to GMS North Florida. The District hereby consents to such assignment and assumption.

3. **AMENDED COMPENSATION SCHEDULE.** The Fee Schedule provided for in Exhibit A to the Contract is amended as set forth in **Exhibit A** attached hereto. The amendments to the Annual Fee shall be effective immediately upon approval of this Amendment and the District's invoices shall be prorated accordingly for the remainder of the current contract term. The amendments to the Annual Assessment Roll Administration Fee shall be effective beginning with the fiscal year beginning October 1, 2022, and ending September 30, 2023.

4. **AMENDED ADDRESSES FOR NOTICES.** All notices required under the Contract shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be sent to:

Sweetwater Creek Community Development District
c/o District Counsel (currently Jennifer Kilinski)
KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

If sent to the Manager, it shall be sent to:

Governmental Management Services, L.L.C.
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: James Perry

5. **AMENDED INDEMNIFICATION PROVISION.** The indemnification provision set forth in Section 5 of the General Terms and Conditions of the Contract is replaced with the following:

- a. To the extent allowable under applicable law and except to the extent caused by the gross negligence or willful misconduct of the District, the Manager agrees to defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns (together, "District Indemnitees") harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District Indemnitees, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Manager's officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents' use of the District's property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances,

or governmental requirements, agreements, approvals, or permits affecting District property; and (vi) any other negligent, reckless, and/or intentionally wrongful acts or omissions of the Manager or its officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Contract. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

- b. To the extent the Manager or its officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents (together, the “Manager Indemnitees”) are serving as the District’s employees, officers, or agents pursuant to the terms, conditions and requirements of this Contract, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the Manager Indemnitees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager Indemnitees may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the Manager Indemnitees. The District’s obligation to defend, indemnify, and hold harmless the Manager Indemnitees as set forth herein shall not exceed the monetary limits of any endorsement listing the Manager as an additional insured party under the District’s insurance policy. If there is no such endorsement, the District’s defense, indemnity, and hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, Florida Statutes. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Contract.

6. **INSURANCE REQUIREMENTS.** Manager shall, at its own expense, maintain insurance during the performance of the Services under this Contract, with limits of liability not less than the following:

Workers’ Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable)*	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
<i>Covering owned, non-owned, and hired vehicles</i>	

**Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

The District and its agents, staff, consultants and supervisors shall be named as additional insureds on the General Liability Insurance, Commercial Crime/Fidelity Insurance, and Automobile Liability Insurance. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If Manager fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. **FINANCIAL SERVICES DISCLAIMER.** The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager will not provide the District with financial advisory services or offer investment advice.

8. **E-VERIFY.** Effective immediately, the Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statutes, Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Contract immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Amendment, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Amendment.

9. **PUBLIC RECORDS.** Manager acknowledges that the Contract and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-940-5850 X 406, OR BY EMAIL AT JOLIVER@GMSNF.COM OR BY REGULAR MAIL AT 475 WEST TOWN PLACE, SUITE 114 ST. AUGUSTINE, FL 32092.

10. **AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Amendment, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Amendment.

11. **CONFLICTS.** The Contract remains in full force and effect, except to the extent expressly amended pursuant to this Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

**GOVERNMENTAL MANAGEMENT
SERVICES, L.L.C.**

By: _____
Name: _____
Title: _____

**GOVERNMENTAL MANAGEMENT
SERVICES – CENTRAL FLORIDA, LLC**

By: _____
Name: _____
Title: _____

EXHIBIT A

Base Services Management Services, Administrative Services, and Accounting and Financial Reporting Services			
	Original Fee	Most Recently Adopted Fee	Fee After 2022 Amendment
Annual Fee	\$40,000 (plus reimbursables)	\$42,500 (plus reimbursables)	\$35,000 (plus reimbursables)
Annual Assessment Roll Administration Fee	\$5,000 (billed upon certification of assessment roll)	No change	\$2,500 beginning FY 22/23 (billed upon certification of assessment roll)
Other Services if Elected by District			
Field Management Services	TBD*	No change	No change
Dissemination Agent	\$5,000 (per bond issue)	No change	No change
Website Services	\$1,000	No change	No change
Pre-Paid Assessment Collection Fee	\$75 per estoppel	No change	No change
Other Available Services*			
Bond Issuance Cost	\$15,000 (per bond issue)	No change	No change
Assessment Methodology Services	\$15,000 (per methodology)	No change	No change
SERC Preparation/Petition Assistance	\$2,500 (per SERC)	No change	No change

** Available upon request of the District*

TENTH ORDER OF BUSINESS

**MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
AMENITY CENTERS, TOLOMATO RIVER BOARDWALK, ATHLETIC
PARK, AND COMMUNITY PARKS**

POLICIES

Adopted November 12, 2003
Revised through May 22, 2006
Revised through June 27, 2007
Revised through July 11, 2007
Revised through November 12, 2008
Revised through February 10, 2010
Revised through July 14, 2010
Revised through March 10, 2011
Revised through September 14, 2011
Revised through January 16, 2013
Revised through November 16, 2016
Revised through February 15, 2017
Revised through August 22, 2018
Revised through February 20, 2019
Revised through July 17, 2019
Revised through September 15, 2021

SECTION A.
DEFINITIONS

1. District(s) - Shall mean the Marshall Creek Community Development District (MCCDD) and/or Sweetwater Creek Community Development District (SCCDD).
2. Manager - Shall mean the person or entity legally charged with the daily operation and management of the Palencia Amenity Centers.
3. Amenity Centers or Amenity Facilities - Shall refer to the Palencia Amenity Centers including the pool areas, exercise rooms, clubhouses, pavilions, tennis courts, tennis pro shop, Tolomato River Boardwalk (hereinafter defined), and any other facilities which are owned by the Districts and are available to Patrons, as defined herein.
4. Tennis Center or Tennis Facilities - Shall include the tennis courts and tennis pro shop.
5. Swim and Fitness Center - Shall include the pool areas, exercise rooms, and building and its attachments.
6. Athletic Park - Shall mean the athletic fields and the Athletic Park Pavilion. These are not included within the District and are open to the general public and are not part of the Amenity Centers.

7. Community Parks - Shall mean the community neighborhood parks, The Village Green, and other common areas not included in #3 and #6 above.
8. Patron - Shall mean property owners of the Marshall Creek Community Development District and Sweetwater Creek Community Development District, and those persons permanently residing in the same dwelling unit as the property owner; and non-property owners, who have paid the Annual User Fee for the use of the Palencia Amenity Centers, and those persons permanently residing in the same dwelling unit as the non-property owner.
9. Annual User Fees - Shall mean that fee established by the Marshall Creek Community Development District and/or Sweetwater Creek Community Development District for the use of the Amenity Centers.
10. Patron Card - An electronic identification card issued by the District to Patrons.
11. Guest Privileges - Privileges included with the aforementioned Patron account authorizing Patrons thirty (30) individual guest entries for the Swim and Fitness Center and eight (8) guest entries for the Tennis Center per year. Guest passes are required for the Tennis Center and Swim and Fitness Center every day of the year; and (except as specifically provided for herein) Patrons must accompany their guest(s) to the Swim and Fitness Center. Guest passes for the Swim and Fitness Center are not required for caregivers to a child or a special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool, however special needs adult caregivers may have access to the fitness facility. The child or special needs adult must be present with his or her(s) amenity card. Caregivers must be pre-registered prior to admittance. See attached addendum A for additional details on the Guest Pass Programs.
12. Summer Guest Pass - A Summer Guest Pass is issued by the Districts for a purchase price of \$150 for unlimited use between Memorial Day and Labor Day and is only valid for one year at a time. The Summer Guest Pass is limited to one individual guest for the Swim and Fitness Center and limited to one individual guest for the Tennis Center. The Summer Guest Pass does not require the resident to be present with the guest user during amenities use. A Summer Guest Pass does not allow the guest user to take classes or use Child Watch.
13. House Guest - An individual who is residing on a temporary basis (for two weeks or less) in the same dwelling unit as the Patron. A House Guest is not an individual who rents all or part of a Patron's home on a short-term basis (i.e., less than thirty (30) days) or as a vacation rental.
14. Guest - Any person whom the Patron wishes to accompany them while utilizing the Amenity Centers. However, a guest may be a guest of a single or multiple Patron(s) for the Tennis Center no more than a total of eight (8) times per calendar year. This term does not include guests or invitees of the Amenity Centers during swim meets, tennis tournaments, or other organized activities.
15. Boardwalk - Elevated boardwalks that interconnect neighborhoods and areas throughout the community, including the boardwalk along The Promenade.

16. Tolomato River Boardwalk - Elevated Tolomato River Boardwalk which entrance can be found at the terminus end of Costa Blanca Rd. in North River, Phase II of Palencia, that stretches the length of approximately 7/8th of a mile east-north-eastward into the marsh area and splitting into a "Y" on a couple of intracoastal waterway island pods.
17. Ingress/Egress Facilities – Shall mean all District-owned roads, sidewalks, gates and access monitoring equipment.
18. Facilities – Shall collectively mean the Amenity Center and Amenity Facilities, Tennis Center, Tennis Facilities, Swim and Fitness Center, the Village Green, Dog Park, Community Parks, Boardwalk, Tolomoto River Boardwalk, Ingress/Egress Facilities, and any other real or personal property owned or leased by a District.
19. Policies - Shall mean these Policies governing the use of the Amenity Facilities.

SECTION B.
GENERAL PROVISIONS

1. Patrons must present their Patron Card and register upon entering the Amenity Centers.
2. Children under twelve (12) for Tennis Center, eight (8) for playgrounds, fourteen (14) for MCCDD swimming pool, (14) fourteen for SCCDD swimming pool, sixteen (16) for fitness center, years of age must be accompanied by a parent or legal guardian eighteen (18) years of age or older, unless specifically stated elsewhere in the Policies. No child under the age of fourteen (14) is allowed in the fitness area.
3. The Amenity Centers hours of operation shall be established by the Manager and based upon seasonal and other considerations and shall be published to the Patrons in a manner determined by the Manager.
4. Alcoholic beverages shall not be served or sold, nor permitted to be consumed, except for catered events or as specifically authorized in the Policies.
5. Pet and Service Animal Policy:
 - a. Unless otherwise posted, dogs or other pets (with the exception of Service Animal(s) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted in the Amenity Centers or Tennis Facilities. Pets are permitted at the Community Parks, but must always be leashed, and pet owners are to pick up any waste the pets may produce when in the park(s) or along the path of travel to and from the park(s).
 - b. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:
 - If the Service Animal is out of control and the handler does not take effective measures to control it;

- If the Service Animal is not housebroken; or
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

c. The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

6. Vehicles, including golf carts, scooters, and bicycles must be parked in designated areas. Unless designated otherwise, 4-wheel passenger vehicles and golf carts must be parked in the parking lots. Vehicles shall not be parked on grass lawns, or in any manner which blocks the normal flow of traffic. Golf carts are strictly prohibited in Community parks, The Village Green, elevated boardwalks, The Promenade, and pedestrian sidewalks.
7. Fireworks of any kind are not permitted anywhere on the MCCDD or SCCDD grounds or adjacent areas.
8. No Patron or Guest is permitted in the service areas of the Facilities.
9. The Board of Supervisors reserves the right to amend or modify the Policies when necessary and will notify the residents of any changes.
10. Members of the Boards of Supervisors, the District Managers, and MCCDD and SCCDD Managers and authorized employees shall have full authority to enforce these policies, rules and regulations.
11. Patron Cards shall be issued to Patrons at the time their membership commences. All Patrons must present their Patron Card for entrance to the Amenity Centers. All lost or stolen Patron Cards should be reported immediately to the Manager. There will be a \$10.00 replacement fee.
12. Smoking (including electronic cigarettes) is not permitted anywhere in the Amenity Centers or other areas as designated by law.
13. All Guests must be registered and accompanied by a resident before entering the Amenity Centers.
14. Disregard of these policies and rules may result in expulsion from the Amenity Centers and/or loss of Amenity Center privileges.
15. Any exceptions to the Policies must be made in writing by the Manager prior to the time any such contrary action is taken.
16. Swimming, boating, jet skiing, paddle-boarding, or in any way entering or being on top of any retention/detention pond, lake, or other body of water within the Districts shall be prohibited. These bodies of water are subject to, among other legal restrictions, conservation easements to protect the natural habitat for plants and wildlife, including alligators, which are known to cause serious bodily injury and death. This rule shall not apply to the Districts' employees,

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contractors, or other authorized individuals when servicing the retention/detention ponds, lakes, or other bodies of water within the Districts.

SECTION C.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest as a condition of invitation to the premises of the Amenity Centers assumes sole responsibility for his or her personal property. The Districts, their agents, employees, and contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Centers, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Centers' premises any property or furniture belonging to the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors without proper authorization. Patrons and guests shall be liable for any property damage to the Facilities and/or personal injury at the Amenity Centers, or at any activity or function operated, organized, arranged, or sponsored by the Districts or their contractors which is caused by the Patron or their guests. The Districts reserve the right to pursue any and all legal and equitable measures necessary to remedy any losses due to any such property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Districts, the Districts' Board of Supervisors, its agents, employees or contractors, or who engages in any contest game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by them, either on or off the Amenity Centers' premises, shall do so at his or her own risk, and shall hold the Districts, the Districts' Board of Supervisors, their agents, employees, and contractors harmless for any and all loss, cost, claim, injury, damage, or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the Districts, the Districts' Board of Supervisors, its agents, employees, or contractors. Any Patron shall have, owe, and perform the same obligation to the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors hereunder in respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by the Policies bring suit against the Districts, the Districts' Board of Supervisors, its agents, employees, or contractors in connection with any event operated, organized, arranged, or sponsored by the Districts or any other claim or matter in connection with any event operated, organized, arranged, or sponsored by the Districts, and fail to obtain judgment therein against the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors, said party shall be liable to the Districts for all costs and expenses incurred by it in the defense of such suit (including court costs and attorneys' fees through all appellate proceedings).

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SECTION D.
GENERAL SWIMMING POOL RULES

1. All Patrons and Guests must sign in upon entry of the pool area in MCCDD or SCCDD. The pools governed by these rules are the MCCDD Adult Pool, MCCDD Family Pool, MCCDD Wading Pool and the SCCDD Swimming Pool.
The maximum bathing capacity of the pools is as follows:

MCCDD Adult Pool	42 people
MCCDD Family Pool	130 people
MCCDD Splash Pad	10 people
SCCDD Swimming Pool	91 people
2. Lifeguards are on duty on a seasonal basis only.
3. Children under fourteen (14) years of age entering the MCCDD Family Pool, and those under fourteen (14) years of age entering the SCCDD Swimming Pool must be accompanied by a parent or legal guardian of at least eighteen (18) years of age, unless otherwise provided for herein.
4. When lifeguards are on duty, parents or legal guardians may, by completing and signing the appropriate form, designate teenagers between the ages of fourteen (14) and seventeen (17) as "Supervising Companions" for their children. Each Supervising Companion may accompany one child at a time who is under the age of six (6) or up to two children at a time who are between the ages of six (6) and eleven (11). Staff reserves the right to terminate an individual's privilege of being designated as a Supervising Companion if, in staff's sole discretion, such individual is not fulfilling his or her responsibilities as a Supervising Companion.
5. Additionally, subject to the receipt of a consent form from a parent or legal guardian, Patrons under the age of fourteen (14) may use the MCCDD Family Pools and Patrons under the age of fourteen (14) may use the SCCDD Swimming Pool under the direct supervision of the Swim Team Coaching Staff or District-authorized Swim Lesson Staff Members.
6. Radios, televisions, and the like may be listened to if played at a volume, which is not offensive to other Patrons and Guests.
7. Swimming is permitted only during designated hours, as posted at the pool.
8. Showers are required before entering the pool.
9. Glass containers, aluminum cans, and other sharp or potentially hazardous objects are not permitted in the pool area.
10. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area. *See* Section F. Feces Policy, page #8.

11. Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be presented to the MCCDD Amenity Center staff for approval prior to use. The aforementioned play equipment is prohibited at the SCCDD Swimming Pool. The MCCDD Amenity Center reserves the right to prevent usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
12. The pools will be closed once per week on Monday (unless otherwise noted) in order to facilitate maintenance.
13. Bicycles, skateboards, roller blades, scooters, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
14. No one shall block or place an object to block any exit or entrance to a pool area.
15. Food delivery from outside food vendors is prohibited within the pool/deck area. All food deliveries from outside vendors are required to be delivered to the front desk of the Amenity Center.
16. Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
17. The Amenity Centers' staff reserves the right to control all programs and activities, including the number of guest participants, equipment, and supplies usage, etc. conducted at the pool including swim lessons, aquatic/recreational programs, and pool parties.
18. Any person swimming when the pool is closed may be suspended from using the pool. The hours during which the pool is attended by a lifeguard will be posted. All Guests must be registered. Guests, other than House Guests, must be accompanied by a Patron before entering the Amenity Centers.
19. Proper swim attire (no cutoffs) must be worn in and around the pool.
20. No chewing gum is permitted in the pool or on the pool deck area.
21. Outside alcoholic beverages are not permitted in the pool area, but instead may be purchased at the poolside café. Notwithstanding the prior sentence, alcoholic beverages may be consumed in the Amenity Centers (including the pool deck) at events pre-approved by MCCDD and/or SCCDD.
22. No diving, jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck area. Facility staff reserves the right to enforce pool warnings, as set forth in this document, including 1st warnings, "time-outs," suspensions, and expulsions.
23. All diaper or changing of clothes must be done in the outside pool bathrooms.
24. Radio controlled watercrafts are not allowed in the pool area, unless it is a MCCDD and/or SCCDD sponsored event.
25. Pool entrances must be kept clear at all times.

26. Smoking (including electronic cigarettes) is not permitted in the Amenity Centers, in any pool, on any pool deck, or any other area as designated by law.
27. No pets (except for Service Animals) are allowed in the pool area.
28. No swinging on ladders, fences, or railings is allowed.
29. Pool furniture is not to be removed from the pool area.
30. Loud, profane, or abusive language is prohibited.
31. Children less than forty inches tall are not permitted to ride the MCCDD Family Pool slide.
MCCDD Family Pool Slide Rules:
 - a. Patron must be able to climb and slide unassisted.
 - b. One person at a time.
 - c. Slide feet first and face up.
 - d. Wait for lifeguard to signal before starting the ride.
 - e. Do not run, dive, stand, kneel, rotate, or stop in the slide.
 - f. Keep arms, hands, and legs inside flume at all times.
 - g. No flotation devices are allowed on the water slide unless specifically provided by lifeguard for the purpose of use on the slide.
 - h. The slide may only be used while lifeguards are on duty.
 - i. No shorts with snaps or rivets will be allowed.
 - j. The slide is to be used at your own risk.
 - k. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
32. All patrons must be 18 years of age or older to use the MCCDD Adult Pool and deck.

Lap Swimming Rules

All Patrons in a lap lane must swim laps. Maximum occupancy is 4 Patrons per lane. Individuals not swimming laps or slow swimmers will be asked to leave the lap lanes and use recreation/social area at the MCCDD Adult Pool. Only Patrons eighteen (18) years or older are permitted to use the lap lanes at the MCCDD Adult Pool. Patrons younger than eighteen (18) years old may use the SWCCD Swimming Pool and MCCDD Family Pool for swimming laps.

1. Equipment such as pull buoys, masks, fins, snorkels, and paddles may be used at the MCCDD Adult Pool only with prior approval.
2. Patrons must swim in a circular direction.
3. The SCCDD Swimming Pool may be utilized by certain swim teams at certain times. Management has discretion to determine the number of lanes to be used at the SCCDD Swimming Pool when the swim team is utilizing the SCCDD Swimming Pool.
4. The SCCDD swimming pool is “heat capable.”

SECTION E.
SWIMMING POOL: THUNDERSTORM POLICY

The lifeguards, if present, are in control of the operation of the swimming pool during thunderstorms and heavy rain. The lifeguards will control whether swimming is permitted or not during the times the pool is attended. During periods of heavy rain, thunderstorms, and other inclement weather the pool will be closed.

SECTION F.
SWIMMING POOL: FECES POLICY

1. No one shall pollute the pool. The Patron responsible for the individual who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
2. If contamination occurs, the pool will be closed for twelve (12) hours and the water will be shocked with chlorine to kill the bacteria.
3. Parents should take their children to the restroom before entering the pool.
4. If a child is not completely potty-trained, they must wear a rubber lined swim diapers swim diaper, as well as a swimsuit over the swim diaper, at all times.

SECTION G.
GENERAL FITNESS CENTER RULES

1. Usage of the fitness center is permitted only during designated operating hours, as posted at the fitness center.
2. Children aged fourteen (14) and fifteen (15) years of age must be accompanied by a parent or legal guardian of at least eighteen (18) years of age to use the fitness area. No children under the age of fourteen (14) are allowed in the fitness area, except that:
 - (a) Children aged thirteen (13) years and older may use the cardio and strength rooms of the fitness center upon the following conditions:

- (1) Child must be accompanied by a parent or legal guardian of at least eighteen (18) years of age; and
 - (2) Child is involved in an organized sport activity where fitness training is integral to the sport activity, as validated by their coach in writing; and
 - (3) Coach and child's physician provide a written training program and attests that the child has the mental and physical ability to participate in the training; and
 - (4) All documentation required herein shall be provided to a CDD fitness trainer for approval.
3. The sauna and steam room may only be used by Patrons at least sixteen (16) years of age.
4. All users must register before entering. Use of the equipment is at your own risk.
5. Guests and House Guests must be accompanied by a Patron and register upon entering.
6. All Patrons and Guests using the fitness center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with fitness center rules and regulations.
7. Appropriate clothing is always required in the fitness center. Appropriate clothing means t-shirts, shorts, leotards, and/or sweat suits.
8. All Patrons and Guests must wear athletic footwear, which covers the entire foot.
9. Food is permitted in lobby area only. Water and sports drinks in non-glass containers, however, are permitted in the fitness center when sealed and covered.
10. Smoking, electronic cigarettes, and smokeless tobacco products are not permitted anywhere in the fitness center.
11. The chewing of gum is not permitted in the fitness center.
12. Headphones are to be used with all electronic devices.
13. Loud, profane, or abusive language is prohibited.
14. Patrons and Guests exercise at their own risk. Everyone is responsible for his or her own safety.
15. All emergencies or injuries must be reported to the Manager, as well as the District Management Office. Disregard to any fitness center rule will result in expulsion from the fitness center and/or loss of fitness center privileges.
16. All broken equipment should immediately be reported to the Manager on duty as well as the General Manager, whose phone number is (904) 829-8584 or (904) 810-0520.
17. Equipment may not be removed from the fitness center for any reason.
18. Everyone is responsible for wiping off the equipment after use.

19. You should limit cardiovascular equipment usage to 30 minutes if others are waiting for the equipment, stepping aside between multiple sets on the weight equipment, and restacking weights after usage.
20. The Amenity Centers reserves the right to authorize all programs and activities at the fitness facility including group fitness classes, personal training, massage/spa services, etc. and reserve the right to discontinue any such program(s) or activities due to concerns with safety and other conflicts with the operation of the Amenity Centers.
21. Everyone is responsible for removing the weight plates that he or she has used on the plate-loaded machine and returning all plates, dumbbells, barbells, and other equipment to the proper storage places.
22. Hand chalk is not permitted.
23. Weight plates are not to be attached to weight stacks on the machines.
24. Weights, dumbbells, and bars shall be not to be dropped. Everything should be placed down gently.
25. Benches and machines are not to be stepped on.
26. Dumbbells, weight plates, and barbells shall not be placed on the benches.
27. Dogs and other pets (with the exception of Service Animals) are not permitted in the Fitness Center.
28. Private fitness trainers are not allowed. All trainers are pre-approved by the MCCDD and SCCDD providing evidence of acceptable training certificates and insurance as required by the MCCDD and SCCDD.

SECTION H. **TENNIS FACILITY RULES**

1. All players shall check in at the tennis pro shop prior to playing. Unreserved tennis courts will be assigned on a first come, first serve basis. Clinic, lesson, and guest fees are to be paid prior to stepping on the court(s).
2. A member may make a court reservation by calling the tennis shop or in person. Reservations are allowed for one court, up to 72 hours in advance.
3. The length of time for a court reservation is 1 1/2 hours for singles and 2 hours for doubles. If a member arrives more than 15 minutes late for a reservation, that court will be forfeited if there are others waiting.
4. Tennis court usage may be limited or suspended from time to time for sponsored events or lessons, as approved by the Manager.

5. Proper tennis attire shall be worn at all times; cutoffs or jeans are prohibited. Only smooth sole tennis shoes shall be worn. Running shoes and cross-training shoes are prohibited due to risk of injury and damage to courts.
6. Proper court etiquette should be observed at all times. Profanity and/or disruptive behavior are prohibited.
7. Use of the tennis courts are permitted only during operating hours, as posted.
8. Tennis courts are for tennis only. Equipment such as skateboards, roller blades, or scooters are not allowed on courts.
9. Children under twelve (12) years of age must be accompanied by a parent or other person of at least eighteen (18) years of age.
10. Glass containers, food, and smoking (including electronic cigarettes) are prohibited on or near the courts.
11. All vehicles, including, but not limited to, golf carts, bicycles, baby carriages/strollers, and scooters, are restricted from being parked on or near the tennis courts. Golf carts shall be parked in the parking lot. Bicycles shall be parked at the bike rack located by Court 1.
12. The Amenity Center reserves the right to authorize all programs and activities at the tennis center including tennis tournaments, clinics, lessons, socials, etc. and reserves the right to discontinue any such programs or activities due to concerns with safety and other conflicts with the operation of the Amenity Centers.
13. Patrons may bring beer and/or wine for their responsible personal consumption at designated areas and times as designated by the staff within the Tennis Facility.

SECTION I.
AMENITY CENTER ROOM RENTAL POLICY

1. Only Patrons may utilize the Amenity Centers for private parties.
2. The current pool regulations and the Policies apply.
3. Check with the Manager regarding the anticipated date for the party in order to determine availability. A reservation must be made, and a private rental agreement accepted by the Amenity Manager prior to date of rental.
4. No trackless trains, trampolines, or battery- or gas-powered vehicles of any kind are permitted in the Amenity Center or Pool Pavilion at any time. The staking of tents and other acts which may cause damage to the MCCDD Amenity Center or Pool Pavilion facilities or grounds are also prohibited. The staking of tents is allowed at the SCCDD Amenity Center during swim team competition and are permitted on the grass at the rear of the SCCDD Amenity Center building only.

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SECTION J.
ATHLETIC PARK AND ATHLETIC PARK PAVILION POLICIES

1. For rules and regulations of the Athletic Park and the Athletic Park Pavilion, please visit <http://www.co.st-johns.fl.us/Recreation/pavilions.aspx>.
2. All reservations are to be made directly with the County to reserve the Athletic Park Pavilion for the St. Johns County Park and Pavilion at Palencia, located at 649 Palencia Club Drive, St. Augustine, FL 32095. The Palencia Amenity Centers will no longer accept reservations, and will refer all calls to:

St. Johns County Parks & Recreation; phone number (904) 209-0333

Please be advised, that although the pavilion area can be reserved, the County nor the MCCDD can deny other members of the general public from use of the playground area or athletic fields during a scheduled event.

3. For Athletic Park and ball field reservations, please contact the coordinator at the St Johns County Parks and Recreation department at (904) 209-0333.

SECTION K.
MCCDD VILLAGE GREEN POLICIES

For the comfort and safety of all residents and guests, all children under the age of and sixteen (16) years of age must be accompanied by a parent or legal guardian of at least eighteen (18) years of age while on the Village Green. The Village Green is not a “playing” park area. There are several areas appropriate for children to play in the community. Therefore, the following activities/items are prohibited on the Village Green:

1. Running, rough playing;
2. Playing with or around the water fountains or any of the water areas;
3. Touching, removing, picking up, or throwing of the rocks, mulch, or plant materials (including fruit from the trees);
4. Loud noise; and
5. Golf carts, bicycles, scooters, and skateboards – foot traffic is the only mode of traffic.

SECTION M.
DOG PARK POLICIES

1. The park’s operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user’s own risk. The Sweetwater Creek Community Development District is not responsible for injuries to visiting dogs, their owners, or others using the park, nor is the District responsible for the escape of any visiting dogs.
3. Dispose of trash in proper receptacle.

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4. Park for use by residents, patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately.
8. Owners must be within dog park and supervising their dog with leash readily available.
9. Handler must be at least 16 years of age.
10. Children under 12 must be accompanied by an adult and supervised at all times.
11. Aggressive dogs must be removed immediately.
12. Dogs should be under voice control.
13. Dogs must wear current county tags and have a current rabies vaccination.
14. Owner must immediately fill in any holes dug by their dogs.
15. Dogs in heat are not allowed in the park.
16. Limit three dogs per adult dog handler.
17. Puppies under four months of age shall not enter the dog park.
18. Human or dog food inside the dog park is prohibited.
19. Dog toys are not permitted inside the dog park.
20. The dog park is designated a "No Smoking" (including electronic cigarettes) area.

SECTION N.
SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Violations.** Privileges at the Amenity Facilities can be subject to suspension or termination if a Patron:

- a. Submits false information on any application for the use of the Facilities including, but not limited to, a guest pass or Patron Card;
- b. Permits unauthorized use of a pass or Patron Card;
- c. Exhibits offensive behavior or appearance **at any of the Facilities**;
- d. Fails to abide by the rules and regulations established for the use of the Facilities;

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- e. Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
- f. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors or other representatives of the District;
- g. Fails to pay fees owed to the District in a proper and timely manner;
- h. Damages, or destroys, ~~renders inoperable, or interferes with the operation of~~ District property ~~or the Facilities~~; or
- i. A Guest of a Patron commits any of the above violations.

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2. **Suspension by the District Manager or Amenity Centers' Management / Appeal of Suspension.** The District Manager, or the Amenity Centers' management, may at any time suspend a Patron's privileges to use the Amenity Facilities for committing any of the violations outlined in Section 1. In determining the length of any suspension, the District Manager, or the Amenity Center's management, shall consider the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 2 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 1. In determining the appropriate action to be taken, the Board shall consider the nature of the violation and any prior violations.
3. **Suspension or Termination by the Board.** The District Manager, or the Amenity Centers' management, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 1. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 1, including suspension or permanent termination of a Patron's privileges to use the Amenity Facilities. In determining the appropriate action to be taken, the Board shall consider the nature of the violation and any prior violations.
4. **Trespass.** If a Patron subject to a suspension or termination is found at an Amenity Facility, such Patron will be subject to arrest for trespassing.

SECTION O.
ASSIGNMENT OF RIGHTS BY DISTRICT PROPERTY OWNERS

1. District property owners may elect to assign their right to the use of the Amenity Centers to lessees of their property located within the District in accordance with the provisions of this Section.
 - a. All assignments must be in writing and contain a clear affirmative assignment of the property owner's rights for the use and enjoyment of the Amenity Centers.
 - b. A copy of the written agreement must be provided to the District and the Manager immediately upon execution.
 - c. District property owners who assign their right to use the Amenity Centers are prohibited from the use of the facility, including rental of the pavilion or Amenity Centers' room(s), without payment of the Annual User Fee as provided for non-residents.
 - d. Assignees shall assume all liabilities associated with the assignment of rights to the use the Amenity Center.
 - e. Acceptance by the Districts of any such assignment shall not be considered an assignment of the District property owner's obligations regarding the payment of any fee or assessment levied by the Districts or in any way impede, alter, or restrict the power of the Districts to enforce the collection of fees and assessments as provided by law.
 - f. Property owners may not assign their rights use the Amenity Center to short-term renters (e.g., renters for a period of under thirty (30) days) or individuals using said homes as a vacation rental.

SECTION P.
USER FEES FOR NON-RESIDENTS

1. The Annual User Fee for non-residents is:
 - a. \$3,500 per non-resident Patron for use of the swim, fitness and tennis facilities.
 - b. \$2,700 per non-resident Patrons for use of the tennis facilities only.
 - c. \$1,750 per non-resident Single Patron for use of the tennis facilities only.
 - d. \$100 per non-resident Swim Team Patron for use of the SCCDD fitness pool (Swim Team Patron shall include members of swim teams approved by the Board of Supervisors of either the MCCDD or SCCDD).
2. A Guest Card, good for a total of thirty (30) guest uses at either the MCCDD or SCCDD Swim and Fitness facilities and eight (8) guest uses at the Tennis Center, will be issued with the Patron Card.

3. The Tennis Center guest fee is \$10.00 per guest, per day, for any additional Tennis Center guest passes after the initial eight (8) passes are provided with the Patron Card each year.
4. A Weekly House Guest Pass may be purchased from the Manager for a fee of \$25.00 per individual House Guest Pass.

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SECTION Q. CHILD WATCH SERVICES

1. Child watch service is for the use of Patrons only, for children six (6) months to nine (9) years of age. Patrons must be attending training or exercise program in the Tennis Center or Swim and Fitness Centers.
2. **Parents may not leave the Tennis Center or Swim and Fitness Centers during the time their child is in child watch services.**
3. The child watch room is only available when child watch personnel are present in child watch room.
4. Child watch hours shall be established by the Amenity Center Manager.
5. All children must be signed in and out by their parent or legal guardian with a picture ID. The ID is to remain until the child is picked up. Any other arrangements will need to be formally approved in advance. Parents and/or legal guardian must complete an emergency authorization form.
6. Child watch personnel have the authority to disallow children who appear ill, sick, or currently exhibiting symptoms of allergies.
7. Children must be picked up in a timely manner at the conclusion of child watch hours.
8. Disregard of the Policies may result in suspension from use of the child watch and/or Amenity Centers.
9. The maximum number of children who can occupy the current childcare room at one time will be limited to nine (9) children along with at least one (1) or more attendants as established by the St. Johns County Fire / Fire Rescue Marshall to meet building standards. Availability will be based on a first come first serve basis.

SECTION R. TOLOMATO RIVER BOARDWALK AT PALENCIA

The Tolomato River Boardwalk is for the use of the residents of the District, their guests, and the general public. These rules are designed to maximize the safe and enjoyable use of the Tolomato River

Boardwalk system, and to protect wetland vegetation and wildlife.

****** USE AT YOUR OWN RISK – MCCDD AND SWCCDD ARE NOT RESPONSIBLE
FOR PERSONAL PROPERTY OR PERSONAL INJURY ******

1. The authorized Tolomato River Boardwalk vehicle parking areas are located at the St. Johns County Park at Palencia, located on Palencia Village Drive - the park with the ship playground, and the Palencia Swim and Fitness Center, located in the Village Center at 625 Palencia Club Drive.
2. All areas surrounding the Tolomato River Boardwalk system are environmentally sensitive areas. All cautions are to be made to protect the natural inhabitants, marshes, animals, and wildlife. No plants, trees, or animal life are to be removed, touched, walked on, trampled, or damaged in any way.
3. Children under the age of twelve (12) are not permitted on the Tolomato River Boardwalk system without a legal guardian eighteen (18) years of age or older.
4. Excepting the entrance, leaving or departing the Tolomato River Boardwalk system or its designated areas is not permitted.
5. The Tolomato River Boardwalk hours of operation are during daylight hours, from dawn until dusk, sunrise to sunset. Overnight stays or camping are not permitted on the Tolomato River Boardwalk system.
6. Residents, guests, and users are encouraged to access the Tolomato River Boardwalk entrance by walking or riding their bicycles. Appropriate footwear is required. A bicycle rack will be located at the entrance to Tolomato River Boardwalk. The entrance to the Tolomato River Boardwalk is situated adjacent to several private property home sites. Residents, guests and users of the Tolomato River Boardwalk are asked to respect the enjoyment of this private property by not parking any vehicles, including, but not limited to, automobiles or golf carts, anywhere except at the two Authorized Parking Area locations defined above in paragraph 1. No parking for the Tolomato River Boardwalk has been provided along Costa Blanca Road, Hickory Hill Drive, or North River Drive. (See Paragraph 1 for authorized parking locations).
7. The Tolomato River Boardwalk is intended for pedestrian foot traffic and persons in wheelchairs only. Wheeled vehicles, including automobiles, trucks, motorcycles, all-terrain vehicles (ATV), golf carts, scooters (motorized or non-motorized), skateboards (motorized or non-motorized), power wheel-type children's vehicles, skates, bicycles, or any other motorized or non-motorized vehicles are not permitted anywhere on the Tolomato River Boardwalk system. Acceptable wheeled vehicles include ADA- compliant wheelchairs, and tandem baby strollers or wagons used to transport babies or small children. Double-wide strollers are not permitted anywhere on the Tolomato River Boardwalk system. A bike rack at the front entrance to the Tolomato River Boardwalk is available where bicyclists may leave their bikes prior to using the Tolomato River Boardwalk system.
8. NOTE: Motorized MCCDD carts and bicycles will be used for security purposes and to maintain and haul trash from the Tolomato River Boardwalk system.

9. Fireworks of any kind are not permitted anywhere on the Tolomato River Boardwalk system. Alcohol is not permitted anywhere on the Tolomato River Boardwalk system.
10. The Tolomato River Boardwalk is for the enjoyment of nature under quiet conditions. Shouting and radios are incompatible with such enjoyment, and thus, radios or other loud noise-generating devices, other than personal headphones, are not permitted anywhere on the Tolomato River Boardwalk system.
11. Running and rough play is not permitted on the Tolomato River Boardwalk system.
12. The Tolomato River Boardwalk is not for the use of private parties.
13. Smoking (including electronic cigarettes) or fires of any kind are not permitted anywhere on the Tolomato River Boardwalk system.
14. Fishing is permitted, with required licenses, only at the designated fishing pier area at the end of the Tolomato River Boardwalk. Fishing is not permitted on any other portion of the Tolomato River Boardwalk system. Residents, guests, and users must fish in accordance with State of Florida Fish and Wildlife Conservation Commission fishing license and permit requirements (<http://www.floridaconservation.org/license/>).
15. All pets must always be leashed. Pet owners are responsible for policing of pet excrement. If pets and pet waste become a nuisance or problem, the MCCDD Board may be forced revise the policy to prohibit pets. The Tolomato River Boardwalk users and their pets are not permitted to leave the Tolomato River Boardwalk for any reason other than the entrance/exit (*See Paragraph 2*).
16. Hunting is not permitted anywhere on or off the Tolomato River Boardwalk system.
17. Horses and horseback riding is not permitted anywhere on the Tolomato River Boardwalk system.
18. No electrical outlets are provided for any purpose. Power generators of any kind are not permitted anywhere on or near the Tolomato River Boardwalk system.
19. Food and non-alcoholic beverages are allowed only in designed picnic areas. All picnic areas are available for use based on the first come basis.
20. Board walkers are encouraged to carry out all trash they bring in. Trash and all refuse should be secured in proper trash bags, properly tied, and disposed in designated trash receptacles.
21. No boats motorized or non-motorized, nor any other water vessel shall be anchored or docked on or off the Tolomato River Boardwalk system.
22. Violations of these policies and procedures for the Tolomato River Boardwalk system, or any amenity, will subject the party(ies) to penalties of law, environmental regulatory agencies, and potential loss of privileges to any and all Amenity Facilities. The District will hold any user(s) personally and legally responsible for any activities which result in violations of environmental regulatory requirements.

23. We highly encourage Tolomato River Boardwalk users to carry their personal cell phones on the Tolomato River Boardwalk system, as there is no other form of communication provided or available.

24. Report maintenance or vandalism concerns to the local District office, 904-810-0520.

Thank you for doing your part to make the Tolomato River Boardwalk system a wonderful experience and pleasant place for everyone to enjoy.

GUEST PASS ADDENDUM - A

GUEST PRIVILEGES

Swim & Fitness

Guest Pass

Each household will be issued 30 annual guest passes. An additional 12 passes can be purchased for \$75.00. All passes must be used prior to purchasing additional sets of 12. (1)

Daily Pass

\$10 fee per day per person good for day of issue only.

Weekly House Guest Pass

\$25 weekly fee per individual house guest.

Summer Guest Pass

\$150 fee for unlimited use between Memorial Day and Labor Day. Limited to 1 individual guest.

Tennis

Guest Pass

Each household will be issued 8 annual guest passes. (1)

Daily Pass

\$10 fee per day per person. Good for day of issue only.

Weekly House Guest Pass

\$25 weekly fee per individual House Guest.

Restrictions

Residents must be present with their guest. Sign in is required at the front desk of the Amenity. A guest pass is required for use at each amenity.

Daily Pass

Resident to accompany guests.

Weekly House Guest Pass

Resident to accompany guests.

Summer Guest Pass

Resident to accompany guests. (4)

Guest Pass (1)

Resident to accompany guests. Passes cannot be used for league play. (1)

Daily Pass

Resident to accompany guests.

Weekly House Guest Pass

Resident to accompany guests.

Pass Privileges

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Daily Pass

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Weekly House Guest Pass

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Summer Guest Pass

Use of pools and fitness facility in accordance with the Policies and rules. (2)

Guest Pass (1, 2)

Tennis Privileges – subject to availability. 1,2)

Daily Pass

Tennis Privileges – subject to availability. (2)

Weekly House Guest Pass

Tennis Privileges–subject to availability. (2, 3)

Notes

- (1) Guest passes are required every day of the year and Patrons **must** accompany their guest(s) to the Swim and Fitness Center. Guest passes for the Swim and Fitness Center are not required for caregivers.
- (2) Excludes child watch and classes.
- (3) Check calendar for special closed days for Leagues and Tournaments.

***Caregivers are defined as someone caring for a child or special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool, however special needs adult caregivers may have access to the fitness facility. The child or special needs adult must be present with his or her(s) amenity card. Caregivers must be pre-registered prior to admittance.**

****Residents may use no more than 8 guest passes per visit.**

**** CDD Management will turn away anyone that is not an official guest (AIRBNB, VRBO, etc. and less than 30-day rentals are not defined as guest).**

SWIM TEAM POLICIES ADDENDUM – B

Guidelines for Swim Team Usage

1. All Swim Team usage of District facilities must be pre-scheduled with District staff at least 30 days prior to the beginning of practices.
2. All Swim Team members must be District residents, paid users of the District's facilities, lifeguards at the facility, or Swim Team coaches and their minor children.
3. Swim Team is responsible for ensuring that Swim Team members and visiting teams abide by all facility rules and policies.
4. Except with the prior approval of the District, no Swim Team competitions may be held on weekends or on days that the pool is closed.
5. Swim Team shall be responsible for straightening chairs and disposing of trash in poolside trash receptacles.
6. During Swim Team practices, the swim team shall leave two lanes open for use by non-swim team users. Should the lane reserved for non-swim team users be used by more than three swimmers, the Swim Team shall make another lane available for non-swim team users.
7. Swim Team roster must be provided to the District 30 days prior to practices beginning. Roster must include all coaching staff. Amendments to roster must be provided to District as soon as practical.
8. Proof of insurance must be provided to the District 30 days prior to practices beginning.
9. Swim Team contract with the District must be signed and provided to the District 30 days prior to practices beginning.
10. If the Swim Team wishes to bring in outside "vendors" such as Swim Zone or Planet Swim School, the dates and times must be approved by District staff, two weeks prior to such date.
11. Swim Team is responsible for ensuring that children ages 5 through 12 are accompanied by a parent, coach, or person (13) years old or over at all times.
12. Swim Team shall pay for the cost of any special services (e.g. increased lifeguard coverage or expanded Child Watch service), should the District allow or offer such services to the Swim Team.
13. Swim Team shall be responsible for automobile parking on swim meet days. Swim meets are expected to surpass the District's parking lot capacity, and the Swim Team shall have volunteers available to manage such overflow parking. Should the asphalt parking lot and grassy overflow parking area to the south of the asphalt parking lot reach a completely full capacity, the preferred overflow parking area shall be the north bound lane of North Loop Parkway (e.g. – opposite side of street from Amenity Center entrance). Use of temporary "No Parking on this Side of Street" signs shall be permitted two (2) hours prior and one (1) hour after a scheduled swim meet. The Swim Team may also directly seek out permission of nearby vacant landowners for over-flow parking.

**NOTICE OF RULE DEVELOPMENT BY
THE MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 190 and 120, *Florida Statutes*, the Marshall Creek Community Development District (“**District**”) hereby gives notice of intent to develop and adopt a rate range for damage caused to the District’s security gates (the “**Rate Range**”) and to amend its suspension and disciplinary rule by addressing the requirements for use of District facilities, including but not limited to its security infrastructure, and suspension and termination from the use of the District’s facilities, including but not limited to its clubhouse, fitness center, tennis courts, and swimming pool facilities (“**Amended Disciplinary Rule**”).

The District owns certain security infrastructure, including gates, and from time to time the gates are struck by vehicles, bicycles, or pedestrians, often causing physical damage to the gates, for which the District must fund repairs. In addition, threatening or abusive behavior when using the security infrastructure threatens health, safety and welfare.

The purpose and effect of the Rate Range is to provide for efficient and effective District operations by adopting a rate range related to services in response to gate strikes and damage caused thereby. The purpose and effect of the proposed Amended Disciplinary Rule is to provide for efficient and effective District operations and to preserve the health, safety and welfare of District residents, landowners, guests, vendors and District property. Specific legal authority for the adoption of the proposed Rate Range and the Amended Disciplinary Rule includes sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2021).

A public hearing will be conducted by the District on May 18, 2022 at 4:00 p.m. at the Marshall Creek Amenity Center located at 625 Palencia Club Drive, St. Augustine, Florida. Information pertaining to the proposed Rate Range may be obtained by contacting the District Manager, at 12574 Flagler Center Blvd., Suite 101, Jacksonville, Florida 32258 or at (904) 436-4102.

Janice Eggleton Davis
District Manager

Publication date: / / 2022

PUBLISH: 29 days before meeting [AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

**NOTICE OF RULEMAKING REGARDING RATE RANGE FOR GATE STRIKES AND
AMENDED DISCIPLINARY RULE FOR THE MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, *Florida Statutes*, the Marshall Creek Community Development District (the “**District**”) hereby gives the public notice of its intent to adopt a rate range for damage caused to the District’s security gates (“**Rate Range**”) and to amend its suspension and disciplinary rule by addressing the requirements for use of District facilities, including but not limited to its security infrastructure, and suspension and termination from the use of the District’s facilities, including but not limited to its clubhouse, fitness center, tennis courts, and swimming pool facilities (“**Amended Disciplinary Rule**”).

A public hearing on the proposed Rate Range and the Amended Disciplinary Rule will be conducted by the Board of Supervisors of the District on **May 18, 2022 at 4:00 p.m. at the Marshall Creek Amenity Center located at 625 Palencia Club Drive, St. Augustine, Florida.**

The public hearing will provide an opportunity for the public to address the proposed Rate Range and Amended Disciplinary Rule. The purpose and effect of the proposed Rate Range is to provide for efficient and effective operation by adopting a rate range related to services in response to gate strikes and damage caused thereby. The purpose and effect of the proposed Amended Disciplinary Rule is to provide for efficient and effective District operations and to preserve the health, safety and welfare of District residents, landowners, guests, vendors and District property. Prior notice of rule development was published in the [REDACTED] on [REDACTED], 2022.

The proposed Rate Range proposed by the District is:

Category	Proposed Rate/Fee
Service Rate Range for Gate Strikes	\$50-250, plus actual damages

The proposed Amended Disciplinary Rule will provide clarity that any violation of the District’s policies and rules, including violations that occur on District property outside of the recreational amenities, can be cause for suspension or termination of access to use of the District’s facilities, including but not limited to its clubhouse, fitness center, tennis courts, and swimming pool facilities.

Information pertaining to the proposed Rate may be obtained by contacting the District Office at 12574 Flagler Center Blvd., Suite 101, Jacksonville, Florida 32258 or at (904) 436-4102.

Specific legal authority for the adoption of the proposed Rate Range and Amended Disciplinary Rule includes sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2021).

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony

and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Marshall Creek Community Development District
District Manager

Run Date: _____, 2022

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

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: 38

(B) Name and address of Payee: Invision Construction
11251 Business Park Blvd Ste 4
Jacksonville FL 32256

(C) Amount Payable: \$2000.00

(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 # 0001 Fitness Center Expansion process

(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



Owner Invoice

Job Information

Jim Oliver

475 West Town Place, Suite 114, St. Augustine, FL 32092

Invoice Title: Palencia Cost Estimate

Invoice ID: 0001

Invoice Amount: \$2,000.00

Pending/Released

Amount Paid: \$0.00

Description of Invoice
Jim, please see attached Invoice for the schedule of values cost estimate for the Palencia addition. If you have any questions please free to contact us directly. Thank you for allowing us the opportunity to work with you and have a great day!

Deadline Date: Mar 31, 2022

Balance Due: \$2,000.00

**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: 39

(B) Name and address of Payee: Basham & Lucas Design Group Inc
7645 Gate Pkwy Ste 101
Jacksonville FL 32256

(C) Amount Payable: \$5200.00

(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): Palencia Amenity & CDs Invoice #8851

(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

**Basham & Lucas Design Group Inc.**

7645 Gate Pkwy Ste 101
Jacksonville, FL 32256 US
(904) 731-2323

INVOICE

BILL TO

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

INVOICE

8851

DATE

03/24/2022

TERMS

Due on receipt

DUE DATE

03/31/2022

PROJECT NAME

(21-57) Palencia Amenity & CDs

CONTRACT SERVICES	CONTRACT	DUE	AMOUNT DUE
Part 1: Architectural Enhancement Concept	5,200.00	100.00 % of 5,200.00	5,200.00
Part 2: Design Development	12,200.00	0.00 of 12,200.00	0.00
Part 3: Architectural & Engineering Construction Documents	17,800.00	0.00 of 17,800.00	0.00
Part 4: Interior Design Construction Documents	5,500.00	0.00 of 5,500.00	0.00
Part 5: New Building Landscape Architecture Design	1,800.00	0.00 of 1,800.00	0.00
Part 6: Lightening Mitigation Diagram	1,800.00	0.00 of 1,800.00	0.00
Part 7: Exterior Color/Material Selection (to match existing amenity campus)	1,200.00	0.00 of 1,200.00	0.00
Construction Administration		0.00 of	0.00
Part 8: Shop Drawing Review - HRLY @ \$100/hr (NTE \$7,500)	7,500.00	0.00 of 7,500.00	0.00
Part 9: Construction Administration - HRLY @ \$100/hr (NTE \$5,000)	5,000.00	0.00 of 5,000.00	0.00
Part 10: Reimbursable Expenses (NTE \$1,500)	1,500.00	0.00 of 1,500.00	0.00

BALANCE DUE

\$5,200.00**Estimate Summary**

Estimate 20-214

59,500.00

This invoice 8851	\$5,200.00
Total invoiced	5,200.00

D.

1.

4/7/2022

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
April 7, 2022

To: The Board of Supervisors

From: Jerry Lambert
Field Operations Manager

RE: Sweetwater Creek Operations Report – March 3, 2022

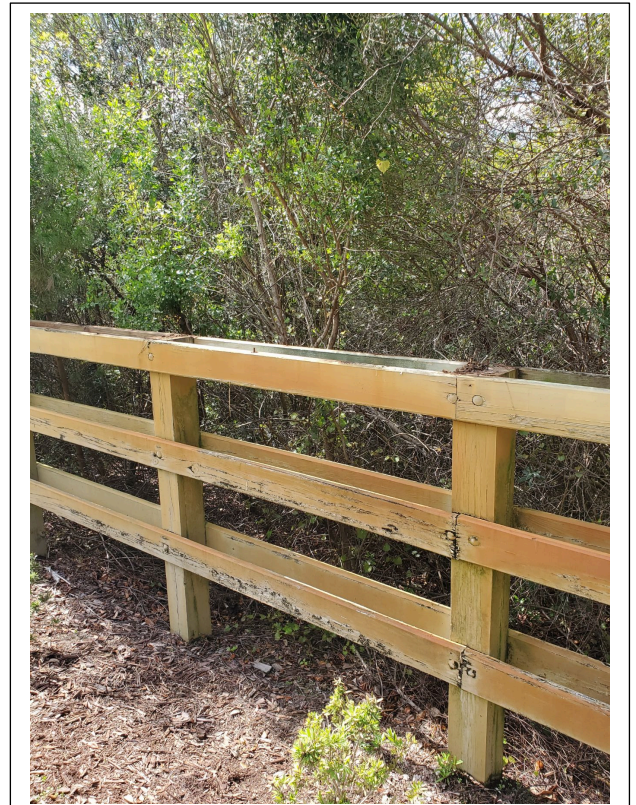
The following is a summary of items related to the field operations and maintenance management of Sweetwater Creek CDD.

In Progress Projects

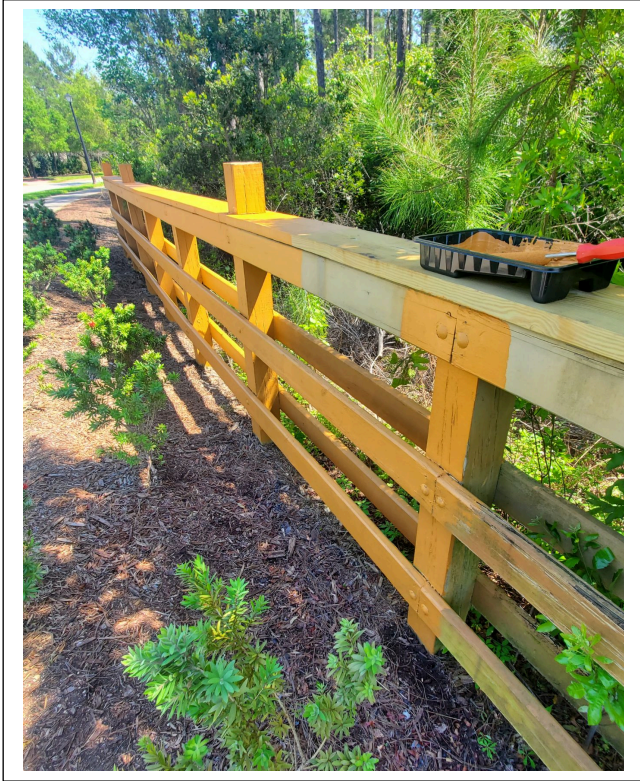
Before



- The wood fencing at Las Calinas Boulevard and Ensenada Drive is in the process of being rebuilt and painted

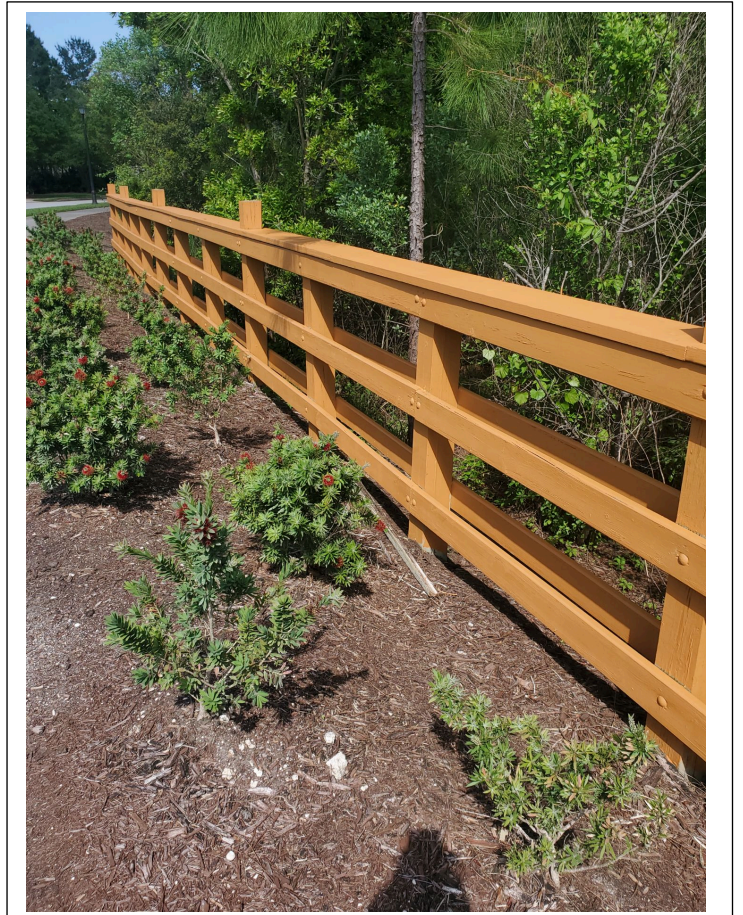


In Progress Projects



- The fencing project is estimated to be completed the first week of April

After



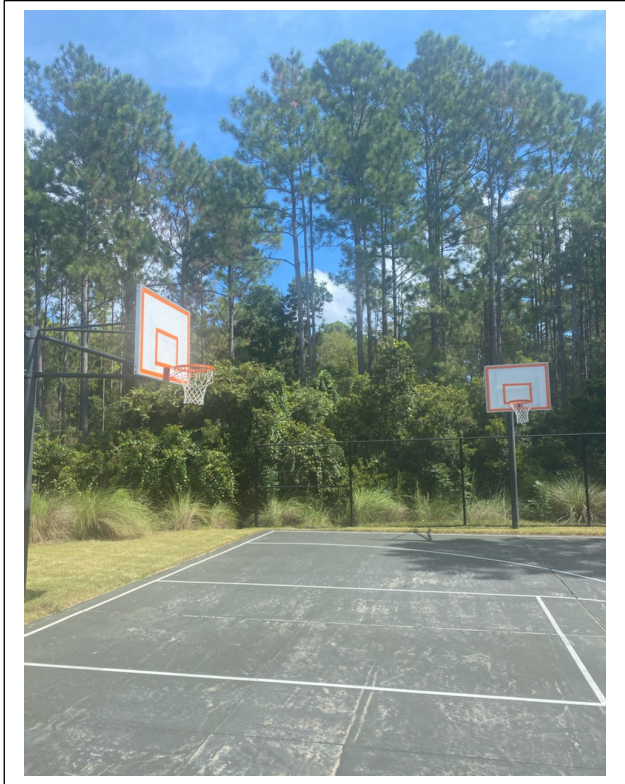
In Progress Projects



- Duval Landscaping has begun clearing the area for the Swale behind Torcido Boulevard
- The swale will promote drainage and direct the flow of water to the drainage outlet



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 – Sport Surfaces has been asked for an updated start date

- Soccer goal nets in the park on Onda Lane are being replaced
- The nets have arrived and will be installed by the first week of April



Action Items Report

Sweetwater Creek CDD			
Action Items Reported on by:			Jerry Lambert / Chris Hall
			Cheryl Graham
Action Items	Date Completed	Initials	Comments
Ensenada Park - Resurface basketball court		CG	Quote from Sport Surfaces was approved - Scheduled for February 2022. Sport Surfaces was asked for an updated start date.
Ensenada Park - Add fence between playground and pond		CG	*This was an owner request - Concerned for small children running towards pond. Three (3) contractors have been contacted for quotes.
Swale behind Torcido Blvd. to promote drainage and direct flow to drainage outlet		CG/JL	Duval Landscaping has begun to clear the area. District Engineer has been asked to review.
New soccer goal nets in the park on Onda Lane		CH/CG	Nets have been purchased, and will be mounted in the next week
Pond bank on Rio Del Norte - North End		CG	Pond banks are eroding thus exposing roots of the Cypress trees. We need to obtain quotes to stabilize.
Pond bank on Rio Del Norte - South End		CG	Pond banks are eroding and Weeping Willow trees are beginning to lean towards the water. We need to obtain quotes to stabilize.
Wood Railings adjacent to Las Calinas Blvd and Ensenada Drive		JL/CH	Railings adjacent to Las Calinas Blvd. and also Ensenada Drive are under repair.

Conclusion

For any questions or comments regarding the above information or for any future maintenance requests and concerns please contact:

jlambert@rmsnf.com
chall@rmsnf.com
cgraham@rmsnf.com

Respectfully,

Riverside Management Services