Sweetwater Creek Community Development District

Agenda

November 8, 2021

# AGENDA

# Sweetwater Creek Community Development District Meeting Agenda

Monday November 8, 2021 4:00 p.m. 625 Palencia Club Drive St. Augustine, FL 32095 <u>www.SweetwaterCreekCDD.com</u> Call-in: 1-866-705-2554; Code 186663

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Consideration of Resolution 2022-03, Declaring a Vacancy on the Board and Appointing a Qualified Elector to Fill the Vacancy
- IV. Approval of the Consent AgendaA. Minutes of the October 7, 2021 Meeting
  - B. Financial Statements
  - C. Check Register
- V. Public Comment on Board's Intent to Terminate Child Watch Services Effective February 1, 2022
- VI. Consideration of Proposals for Irrigation Smart Controllers
- VII. Items Related to Amenity Center Renovation A. Discussion on Architectural RFQ
  - B. Construction Cost Estimates for Concept Plans
- VIII. Discussion on Non-Resident User Fees
- IX. Staff Reports A. Landscape Maintenance Team
  - B. District Counsel
  - C. District Engineer
  - D. Field Manager 1. Memorandum
    - 2. Updates
    - 3. Pond Fountain Proposals

- 4. Gate System Proposals
- E. District Manager
- F. Amenity Facilities Manager Monthly Report
- X. Supervisor Requests / Public Comment
- XI. Next Scheduled Meeting Thursday, December 2, 2021 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XII. Adjournment

THIRD ORDER OF BUSINESS

## **RESOLUTION 2022-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY ON THE BOARD OF SUPERVISORS; APPOINTING A QUALIFIED ELECTOR TO FILL A VACANCY ON THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Sweetwater Creek Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, on October 7, 2021, the supervisor elected to Seat 5 resigned, leaving a vacancy in Seat 5, whose term expires in November of 2024; and

WHEREAS, pursuant to Section 190.006(4), Florida Statutes, the Board desires to declare Seat 5 vacant and fill the vacancy by appointing a Qualified Elector, as that phrase is defined in Section 190.003(17), Florida Statutes, to serve the remainder of the term; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt this Resolution declaring a vacancy in Seat 5 and appointing a Qualified Elector to fill that vacancy.

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

**SECTION 1.** Seat 5 on the Board of Supervisors is hereby declared vacant.

**SECTION 2.** The following vacant seat is hereby filled by the Qualified Elector designated below:

Seat # 5 \_\_\_\_\_, whose term ends November, 2024

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 8th day of November, 2021.

ATTEST:

## SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

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Chairperson

FOURTH 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, **October 7, 2021** 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
Scott McNary by phone	Supervisor
John Williams	Supervisor
Charles Usina	Supervisor

Also present were:

Ernesto Torres	District Manager, GMS
Jennifer Kilinski	KE Law
Lauren Gentry	KE Law
Erin Gunia	Amenity Manager
Paul Hutchinson	District Engineer
Alison Mossing	RMS
Jerry Lambert	RMS
Jordan Tyndall	
Cheryl Graham	RMS

The following is a summary of the minutes and actions taken at the October 7, 2021 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. McNary participated via zoom.

## SECOND ORDER OF BUSINESS

**Public Comment** 

There were no public comments.

# THIRD ORDER OF BUSINESSApproval of the Consent AgendaA. Minutes of the September 2, 2021 Meeting

Mr. Lisotta presented the September 2, 2021 meeting minutes and asked for any comments or corrections from the Board. Mr. Usina noted his name was misspelled in several areas.

## **B.** Financial Statements

The financial statements were provided in the agenda and were for informational purposes.

## C. Check Register

Mr. Lisotta presented the check register. The Board had no questions.

# **D.** Ratification of ETM Work Authorization No. 9 for a Limited Topographic/Tree Survey

Mr. Lisotta noted this was a problem in the back of homes with drainage. District Engineer

has been requested to do survey.

E. Ratification of Field Operations Management Services Agreement with Riverside Management Services, Inc.

Mr. Lisotta noted this is a revised trial period. The Board had no comments.

## F. Ratification of Engagement Letter with McDirmit Davis for the Fiscal Year 2021 Audit

Mr. Lisotta presented the engagement letter for approval of McDirmit Davis to complete the Fiscal Year 2021 Audit.

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

### FOURTH ORDER OF BUSINESS

**Engineer Report of Survey for Areas** 

\*This item was taken out of order

Mr. Hutchinson reviewed the survey that identified all the CDD owned lands. He expanded on the specific areas and what would be allowed on these areas. After discussion, the Board decided to review further at a later meeting.

<b>FIFTH ORDER</b>	OF BUSINESS
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Public Comment on Board's Intent to Terminate Child Watch Services Effective February 1, 2022

\*This item was not discussed.

## FIFTH ORDER OF BUSINESS

## Consideration of Proposals for Geotechnical Road Inspection

Mr. Hutchinson summarized Phase 1 and the road inspection. No action was taken.

## SIXTH ORDER OF BUSINESS Discussion on Architectural RFQ

It was noted that no RFQs were received, and Ms. Kilinski added the Board had the options of going back out and placing an ad, being more aggressive in reaching an architectural service, or to go to direct contacting. Several others architectural services were mentioned. No action was taken.

## SEVENTH ORDER OF BUSINESS Consideration of Amended/Restated Interlocal Agreement

Ms. Kilinski reviewed the Interlocal Agreement issues of 2014. It was noted that Marshall Creek is maintaining outside the fitness center and Sweetwater pays them to maintain.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, the Restated Interlocal Agreement as amended, was approved.

## **EIGHTH ORDER OF BUSINESS**

Consideration of ETM Work Authorization No. 10 to Update the Engineer's Report

It was stated this was an update to the Engineer's report recently submitted for the bond issuance. This will allow the renovation of the fitness center not to exceed \$2500.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, the ETM Work Authorization No. 10 to Update the Engineer's Report, was approved.

## NINTH ORDER OF BUSINESS

## Consideration of Resolution 2022-01, Approving Waiver of Rule 1.3 of the District Rules of Procedure

Ms. Kilinski explained the current rules and procedures provide that all regular meetings are required by statue to have notice of all meetings. This resolution allows the Board to rely on the annual meeting schedule that has been published, with all additional meeting to be advertised. It was noted that a rescheduled meeting would need a notice.

On MOTION by Mr. Handler, seconded by Mr. Usina, with all in favor, Resolution 2022-01 Approving Waiver of Rule 1.3 of the District Rules of Procedure, was approved.

## **TENTH ORDER OF BUSINESS**

Discussion on Non-Resident User Fees

Mr. Torres stated this topic will be covered at the next meeting.

## **ELEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2022-02, Approving Change of Designating Registered Agent and Registered Office

Ms. Kilinski stated that Hopping Green and Sams will change the registered agent to the District Manager's office.

On MOTION by Mr. Usina, seconded by Mr. Lisotta, with all in favor, Resolution 2022-02, Approving the Change of Designating Registered Agent and Register Office, was approved.

## TWELTH ORDER OF BUSINESSStaff Reports

## A. Landscape Maintenance Team

A representative from Duval Landscaping was present at the meeting. It was noted they had started maps of the property to show details of their services. Irrigation services were also discussed.

## B. District Counsel – Stormwater Management Memo

Ms. Kilinski explained the storm water management requirements as stated in the memo and further reports will be shared with Board. Costs were mentioned as a concern. Ms. Kilinski introduced her colleague, Lauren Gentry, to the Board. She also updated the Board on Lennar improvements and costs.

## C. District Engineer – Discussion of Land Survey Results

There were no further updates.

## D. Field Manager – Memorandum

Mr. Lambert had no further updates. Discussion ensued on the video incidents and if the license plates were captured.

## E. District Manager

Mr. Torres noted he was working with the Chair on the damages reported on 219 Oleta Way. He will also work with counsel to retrieve any reimbursements on the damages for the resident.

## F. Amenity Facilities Manager – Monthly Report

Ms. Gunia gave a report to the Board that included pool resurfacing costs, expansion project, and the child watch ages tracking that is being completed. It was noted this will be discussed at the next meeting.

## THIRTEENTH ORDER OF BUSINESS Supervisor Requests/Public Comment Resident Comments:

- A comment was made about landscaping concerns. Mr. Lambert commented on his recent tour of the property and concerns he noted to address.
- Another comment was made about the Reserve Study and the funds needed for all issues. Resident Smith commented on the study of the playground area he had completed. It was
- asked that he share that with the Board via email.

## Supervisor Comments:

- Supervisor Lisotta commented that child watch was less than 1% of the budget.
- A Supervisor asked for a timeline on construction.
- Supervisor Scott McNary asked that the Board accept his resignation from his position on the Board.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, the Resignation of Supervisor Scott McNary, was approved.

## FOURTEENTH ORDER OF BUSINESS Next Scheduled Meetings – Thursday, November 8, 2021 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095

Mr. Lisotta stated next Board of Supervisors meeting on Thursday, November 8, 2021 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095. This is a change due to attendance and needing a quorum.

## FIFTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, the Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

*B*.

Community Development District

## **Unaudited Financial Reporting**

September 30, 2021



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Community Development District Balance Sheet

**September 30, 2021** 

		General Fund	De	ebt Service Fund	Cap	ital Reserve Fund	Ca	vital Projects Fund	Gover	Totals rnmental Funds
Assets:										
Cash:										
Cash - Operating Account	\$	276,042	\$	-	\$	160,999	\$	-	\$	437,041
Cash - Amenity Account	\$	77,836	\$	-	\$	-	\$	-	\$	77,836
Cash - Debit Card Account	\$	2,222	\$	-	\$	-	\$	-	\$	2,222
Investments:										
Series 2019										
Reserve - A-1	\$	-	\$	133,070	\$	-	\$	-	\$	133,070
Reserve - A-2	\$	-	\$	111,488	\$	-	\$	-	\$	111,488
Revenue	\$	-	\$	170,513	\$	-	\$	-	\$	170,513
Prepayment	\$	-	\$	17,227	\$	-	\$	-	\$	17,227
Construction	\$	-	\$	-	\$	-	\$	1,249,616	\$	1,249,616
Prepaid Expenses	\$	40,655	\$	-	\$	-	\$	-	\$	40,655
Investment SBA GF	\$	300,157	\$	-	\$	-	\$	-	\$	300,157
Investment - Custody	\$	10,000	\$	-	\$	-	\$	-	\$	10,000
Assessment Receivable	\$	13,455	\$	7,101	\$	-	\$	-	\$	20,556
Due from Other	\$	667	\$	-	\$	-	\$	-	\$	667
Total Assets	\$	721,034	\$	439,398	\$	160,999	\$	1,249,616	\$	2,571,047
Liabilities:										
Accounts Payable	\$	147,758	\$	-	\$	1,733	\$	-	\$	149,491
Accrued Expenses	\$	31,091	\$	-	\$	-	\$	-	\$	31,091
Total Liabilities	\$	178,849	\$	-	\$	1,733	\$	-	\$	180,582
Fund Palancoci										
	¢		¢	439,398	\$	-	\$		\$	439,398
0		-		439,398	ъ \$	- 159,266	э \$	-	ъ \$	439,398 159,266
		-		-	э \$	137,200	э \$	- 1,249,616	э \$	1,249,616
с <u>г</u> ,		- 542186		-	э \$	-	э \$	1,249,010	ծ \$	1,249,616 542,186
onassigneu	φ	542,100	φ	-	φ	-	φ	-	φ	542,100
Total Fund Balances	\$	542,186	\$	439,398	\$	159,266	\$	1,249,616	\$	2,390,465
stal Assets\$721,034\$abilities: ccounts Payable\$147,758\$abilities: ccrued Expenses\$31,091\$abilities\$178,849\$abilities\$178,849\$abilities: abilities\$178,849\$abilities: abilities: abilities: abilities: abilities:\$178,849\$abilities: 	439,398	\$	160,999	\$	1,249,616	\$	2,571,047			

### Community Development District

**General Fund** 

# Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2021

		Adopted	Pro	orated Budget		Actual		
		Budget	Th	ru 09/30/21	Th	ru 09/30/21	r	Variance
Revenues:								
Assessments	\$	1,423,886	\$	1,423,886	\$	1,440,906	\$	17,020
Fitness Center Revenue	\$	13,875	\$	13,875	\$	(751)	\$	(14,626
Cost Sharing - Marshall Creek Revenue	\$	,	\$	,	\$	-	\$	(
Interest	\$	-	\$	-	\$	157	\$	157
Miscellaneous Revenues	\$	-	\$	-	\$	1,500	\$	1,500
Total Revenues	\$	1,437,761	\$	1,437,761	\$	1,441,813	\$	4,052
Expenditures:	· · ·			, . , .				
General & Administrative:								
Supervisor Fees	\$	12,000	\$	12,000	\$	12,800	\$	(800
Engineering Fees	\$	10,000	\$	10,000	\$	22,489	\$	(12,489
District Counsel	\$	30,000	\$	30,000	\$	49,523	\$	(19,523
AuditFees	\$	5,000	\$	5,000	\$	3,700	\$	1,300
Arbitrage	\$	500	\$	500	\$	-	\$	500
Assessment Roll	\$	5,000	\$	5,000	\$	5,000	\$	
Dissemination	\$	5,000	\$	5,000	\$	5,000	\$	((
Trustee Fees	\$	5,000	\$	5,000	\$	3,997	\$	1,003
District Management Fees	\$	40,000	\$	40,000	\$	40,000	\$	
Felephone	\$	250	\$	250	\$	81	\$	169
Postage	\$	3,050	\$	3,050	\$	2,226	\$	824
Public Official Insurance	\$	3,849	\$	3,849	\$	3,926	\$	(77
Copies	\$	1,000	\$	1,000	\$	759	\$	241
Miscellaneous	\$	1,500	\$	1,500	\$	1,676	\$	(176
Legal Advertising	\$	2,700	\$	2,700	\$	1,815	\$	885
Information Technology	\$	1,000	\$	1,000	\$	1,000	\$	
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	
Fotal General & Administrative:	\$	126,024	\$	126,024	\$	154,168	\$	(28,144
Operation and Maintenance								
Electric	\$	55,000	\$	55,000	\$	67,105	\$	(12,105
Field Management Fees	\$	20,000	\$	20,000	\$	27,000	\$	(7,000
General Insurance	\$	5,185	\$	5,185	\$	4,950	\$	235
Landscape Maintenance	\$	205,000	\$	205,000	\$	201,190	\$	3,810
Landscape Improvements	\$	125,000	\$	125,000	\$	98,028	\$	26,972
Lake Maintenance	\$	20,921	\$	20,921	\$	18,456	\$	2,465
Fountain Maintenance	\$	1,500	\$	1,500	\$	-	\$	1,500
rrigation Repairs & Maintenance	\$	17,045	\$	17,045	\$	60,787	\$	(43,742
Storm Clean-Up	\$	2,000	\$	2,000	\$	-	\$	2,000
Field Repairs & Maintenance	\$	23,500	\$	23,500	\$	31,285	\$	(7,785
Tree Removals	\$	10,000	\$	10,000	\$	9,565	\$	435
Streetlight Repairs	\$	2,250	\$	2,250	\$	466	\$	1,784
Signage Repairs	\$	1,500	\$	1,500	\$	266	\$	1,234
Holiday Decoration	\$	5,000	\$	5,000	\$	-	\$	5,000
Miscellaneous Field Supplies	\$	4,250	\$	4,250	\$	3,249	\$	1,001
Total Field Operations:	\$	498,151	\$	498,151	\$	522,347	\$	(24,196

### **Community Development District**

**General Fund** 

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pro	rated Budget		Actual		
		Budget	Th	ru 09/30/21	Th	ru 09/30/21		Variance
Amenities								
Administrative:								
Property & Casualty Insurance	\$	18,000	\$	18,000	\$	21,094	\$	(3,094
Payroll - Salaried	\$	109,543	\$	109,543	\$	107,874	\$	1,669
Payroll - Hourly	\$	77,214	\$	77,214	\$	75,545	\$	1,669
Payroll - Benefits	\$	30,807	\$	30,807	\$	29,137	\$	1,670
Payroll Taxes	\$	17,853	\$	17,853	\$	16,184	\$	1,669
Professional Services - Engineering	\$	49,001	\$	49,001	\$	47,332	\$	1,669
Professional Services - Information Technology	\$	1,800	\$	1,800	\$	131	\$	1,669
Travel & Per Diem	\$	250	\$	250	\$	23	\$	227
Training	\$	200	\$	200	\$	-	\$	200
Licenses & Permits	\$	400	\$	400	\$	45	\$	355
Subscriptions & Memberships	\$	500	\$	500	\$	323	\$	177
Office Supplies	\$	3,500	\$	3,500	\$	2,205	\$	1,295
Office Equipment	\$	2,000	\$	2,000	\$	317	\$	1,683
Communication - Telephone/Internet/TV	\$	10,000	\$	10,000	\$	9,256	\$	744
Internet/Telephone - Guard House	\$	3,600	\$	3,600	\$	3,566	\$	34
Cost Share Expense - Marshall Creek	\$	63,453	\$	63,453	\$	40,713	\$	22,740
Field:								
General Utilities	\$	83,000	\$	83,000	\$	59,372	\$	23,628
Refuse Removal	\$	3,000	\$	3,000	\$	2,956	\$	23,028
	.⊅ \$		э \$		\$ \$	64,619	\$	229
Security	э \$	64,848 16,000	э \$	64,848 16,000	э \$	14,331	э \$	229 1,669
Janitorial Services	э \$		э \$		э \$	3,044	э \$	
Operating Supplies - Spa & Paper	э \$	4,500 500	э \$	4,500	э \$	244	э \$	1,456 256
Operating Supplies - Uniforms	э \$		э \$	500	э \$			
Cleaning Supplies		10,000		10,000		11,364	\$	(1,364
Amenity Landscape Maintenance & Improvements	\$	24,000	\$	24,000	\$	24,000	\$	-
Gate Repairs & Maintenance	\$	2,500	\$	2,500	\$	-	\$	2,500
Guardhouse Maintenance	\$	2,500	\$	2,500	\$	372	\$	2,128
Dog Park Repairs & Maintenance	\$	3,650	\$	3,650	\$	144	\$	3,506
Park Mulch	\$	1,500	\$	1,500	\$	-	\$	1,500
Playground Repairs & Maintenance	\$	2,500	\$	2,500	\$	2,988	\$	(488
Miscellaneous	\$	1,000	\$	1,000	\$	374	\$	626
Buildings Repairs & Maintenance	\$	10,000	\$	10,000	\$	10,349	\$	(349
Pest Control	\$	2,500	\$	2,500	\$	2,004	\$	496
Pools Maintenance - Contract	\$	12,500	\$	12,500	\$	13,734	\$	(1,234
Pools Repairs & Maintenance	\$	44,495	\$	44,495	\$	6,935	\$	37,560
Pools Chemicals	\$	6,250	\$	6,250	\$	1,590	\$	4,660
Signage & Amenity Repairs	\$	-	\$	-	\$	450	\$	(450
Special Events	\$	20,000	\$	20,000	\$	1,913	\$	18,087
Fitness:								
Professional Services - Outside Fitness	\$	52,872	\$	52,872	\$	51,203	\$	1,669
Fitness Equipment Repairs & Maintenance	\$	5,000	\$	5,000	\$	3,952	\$	1,048
Fitness Equipment Rental	\$	32,000	\$	32,000	\$	31,454	\$	546
Miniature Golf Course Maintenance	\$	750	\$	750	\$	-	\$	750
Miscellaneous Fitness Supplies	\$	4,500	\$	4,500	\$	3,220	\$	1,280
Capital Outlay - Machinery & Equipment	\$	5,500	\$	5,500	\$	2,390	\$	3,110
Total Amenities	\$	803,986	\$	803,986	\$	666,749	\$	137,237
	-	,	4	,	+	, **	4	
<u>Reserves</u>								
Capital Reserve Transfer	\$	45,000	\$	45,000	\$	45,000	\$	-
Total Reserves	\$	45,000	\$	45,000	\$	45,000	\$	-
Total Expenditures	\$	1,473,161	\$	1,473,161	\$	1,388,263	\$	84,898
Excess Revenues (Expenditures)	\$	(35,400)			\$	53,549		
Fund Balance - Beginning	\$	35,400			\$	488,636		

## **Community Development District**

**Debt Service Fund - Series 2019** 

## Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Proi	rated Budget		Actual	
		Budget	Thr	u 09/30/21	Thr	u 09/30/21	Variance
Revenues:							
Special Assessments	\$	755,838	\$	755,838	\$	760,429	\$ 4,591
Prepayments	\$	-	\$	-	\$	66,143	\$ 66,143
Interest	\$	-	\$	-	\$	27	\$ 27
Total Revenues	\$	755,838	\$	755,838	\$	826,599	\$ 70,761
Expenditures:							
Series 2019 - A1							
Interest - 11/01	\$	97,219	\$	97,219	\$	97,022	\$ 197
Special Call - 11/01	\$	-	\$	-	\$	40,000	\$ (40,000)
Interest - 05/01	\$	97,219	\$	97,219	\$	96,431	\$ 787
Principal - 05/01	\$	340,000	\$	340,000	\$	340,000	\$ -
Special Call - 05/01	\$	-	\$	-	\$	40,000	\$ (40,000)
Series 2019 - A2							
Interest - 11/01	\$	54,425	\$	54,425	\$	54,225	\$ 200
Special Call - 11/1	\$	-	\$	-	\$	15,000	\$ (15,000)
Interest - 05/01	\$	54,425	\$	54,425	\$	53,925	\$ 500
Principal - 05/01	\$	115,000	\$	115,000	\$	115,000	\$ -
Special Call - 05/01	\$	-	\$	-	\$	15,000	\$ (15,000)
Total Expenditures	\$	758,288	\$	758,288	\$	866,603	\$ (108,316)
Other Sources/(Uses)							
Transfer In	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources (U	ls \$	-	\$	-	\$	-	\$ -
Excess Revenues (Expenditures)	\$	(2,450)			\$	(40,004)	
Fund Balance - Beginning	\$	224,257			\$	479,402	
Fund Balance - Ending	\$	221,807			\$	439,398	

### **Community Development District**

### **Capital Reserve**

### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prora	ated Budget		Actual		
	Budget	Thru	1 09/30/21	Thru	1 09/30/21	V	ariance
Revenues:							
Cost Share - Marshal Creek	\$ -	\$	-	\$	-	\$	-
Miscellaneous Income	\$ -	\$	-	\$	100	\$	100
Total Revenues	\$ -	\$	•	\$	100	\$	100
Expenditures:							
Capital Outlay	\$ 40,000	\$	40,000	\$	1,733	\$	38,267
Repair and Maintenance	\$ -	\$	-	\$	2,670	\$	(2,670)
Other Current Charges	\$ -	\$	-	\$	1,021	\$	(1,021)
Total Expenditures	\$ 40,000	\$	40,000	\$	5,424	\$	34,576
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$ 45,000	\$	45,000	\$	45,000	\$	-
Total Other Financing Sources (Uses)	\$ 45,000	\$	45,000	\$	45,000	\$	-
Excess Revenues (Expenditures)	\$ 5,000			\$	39,676		
Fund Balance - Beginning	\$ 119,720			\$	119,590		
Fund Balance - Ending	\$ 124,720			\$	159,266		

#### **Community Development District**

**Capital Projects Fund - Series 2019** 

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		opted		ed Budget		Actual		
	Βι	ıdget	Thru C	9/30/21	Thi	ru 09/30/21	I	/ariance
Revenues:								
Interest Income	\$	-	\$	-	\$	64	\$	64
Total Revenues	\$	-	\$	-	\$	64	\$	64
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	73,609	\$	(73,609)
Total Expenditures	\$	-	\$	-	\$	73,609	\$	(73,609)
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	-			\$	(73,545)		
Fund Balance - Beginning	\$	-			\$	1,323,160		
Fund Balance - Ending	\$	-			\$	1,249,616		

**Community Development District** 

#### Month to Month

		Oct		Nov		Dec		Jan		Feb		March		April		May		June		July		Aug		Sept		Total
Revenues:																										
A	\$		\$	193,650	\$	451,270	\$	690,064 \$	4	5,658	¢	14,088	\$	16,071	¢	-	\$	16,651	¢	_	\$		\$	-	¢	1,427,451
Assessments Fitness Center Revenue	۵ ۶	-	э \$	193,030	э \$		э \$	(471) \$	4:	(705)			э \$	10,071	э \$		э \$	10,051	э \$	- 160	э \$	-	э \$		\$ \$	(751)
	۵ ۶	-	э \$	-	э \$		э \$	- \$			э \$		э \$	-	э \$		э \$	-	э \$	100	э \$	-	э \$	-	э \$	(/51)
Cost Sharing - Marshall Creek Revenue	۵ ۶	-	э \$	-	э \$		э \$	- \$			э \$		э \$	- 8	э \$		э \$	- 24	э \$	- 50	э \$		э \$		э \$	157
Interest Manual Barrier	\$ \$	-	э \$		э \$		э \$	- \$			э \$		э \$	0	э \$		э \$		э \$	50	э \$	26	э \$	- 22	э \$	
Miscellaneous Revenues	۵ ۶	-	э \$		э \$	-	э \$	- \$			э \$		э \$	-	э \$		э \$	1,500	э \$	-	э \$	-	э \$			1,500
Carry Forward Surplus	\$	-	Э	-	Э	-	э	- 3		-	\$	-	Э	-	Э	-	\$	-	Э	-	2	-	Ф	-	\$	-
Total Revenues	\$	-	\$	193,650	\$	451,270	\$	689,593 \$	4.	1,953	\$	14,088	\$	16,079	\$	28	¢	18,290	\$	210	¢	26	¢	172	\$	1,428,358
	Ş		ş	193,030	3	431,270	3	009,393 \$	4	,733	\$	14,000	9	10,079	\$	20	\$	10,290	ş	210	3	20	\$	1/2	ş	1,420,530
Expenditures:																										
General & Administrative:																										
Supervisor Fees	\$	-	\$		\$		\$	1,000 \$		1,000		,	\$		\$		\$	800	\$		\$		\$	1,000	\$	12,800
Engineering Fees	\$	279	\$		\$		\$	2,171 \$			\$		\$		\$		\$		\$	2,059	\$		\$		\$	22,489
District Counsel	\$	1,319	\$	1,996	\$	2,118	\$	3,018 \$		4,282	\$	6,078	\$	3,992	\$	3,320	\$	6,899	\$	-	\$	3,863	\$	12,640	\$	49,523
Audit Fees	\$	-	\$	-	\$	-	\$	- \$		-	\$	-	\$	-	\$	-	\$	-	\$	3,700	\$	-	\$	-	\$	3,700
Arbitrage	\$	-	\$		\$	-	\$	- \$		-	\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-
Assessment Roll	\$	5,000	\$		\$	-	\$	- \$		-	\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	5,000
Dissemination	\$	417	\$	417	\$	417	\$	417 \$		417	\$	417	\$	417	\$	417	\$	417	\$	417	\$	417	\$	417	\$	5,000
Trustee Fees	\$	3,143	\$	-	\$	-	\$	- \$		-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	855	\$	3,997
District Management Fees	\$	3,333	\$	3,333	\$	3,333	\$	3,333 \$	:	3,333	\$	3,333	\$	3,333	\$	3,333	\$	3,333	\$	3,333	\$	3,333	\$	3,333	\$	40,000
Telephone	\$	-	\$		\$	-	\$	- \$		-	\$	-	\$	-	\$		\$	-	\$	81	\$	-	\$	-	\$	81
Postage	\$	1,413	\$	24	\$	250	\$	22 \$		38	\$	29	\$	9	\$	6	\$	15	\$	414	\$	-	\$	6	\$	2,226
Public Official Insurance	\$	3,674	\$		\$	-	\$	- \$			\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,926
Copies	\$	-	\$	1	\$	-	\$	5 \$		7	\$	66	\$		\$		\$	118	\$	562	\$	-	\$		\$	759
Miscellaneous	\$	256	\$	253	\$	3	\$	6 \$		97	\$	6	\$	350	\$	313	\$	59	\$	21	\$	313	\$	-	\$	1,676
Legal Advertising	\$	494	\$	278	\$	144	\$	- \$			\$		\$	191	\$	211	\$		\$	-	\$	99	\$	399	\$	1,815
Information Technology	\$	83	\$		\$		\$	83 \$			\$	83	\$		\$		\$	83	\$	83	\$		\$		\$	1,000
Dues, Licenses & Subscriptions	\$	175	\$		\$		\$	- \$			\$		\$		\$		\$	-	\$	-	\$		\$		\$	175
Total General & Administrative:	\$	19,585	\$	7,916	\$	7,679	\$	10,055 \$		9,256	\$	11,013	\$	9,665	\$	10,362	\$	13,335	\$	12,671	\$	14,627	\$	28,002	\$	154,168
Operation and Maintenance																										
Electric	\$	5,104	\$	4,942	\$	4,866	\$	5,055 \$		4,911	\$	4,796	\$	5,007	\$	5,273	\$	5,335	\$	5,311	\$	11,027	\$	5,480	¢	67,105
Field Management Fees	\$	1.667	\$		\$		\$	1,667 \$		1,667			\$	1,667			\$	1,667			\$		\$	4,000		27,000
General Insurance	\$	4,950	۰ \$		۹ \$		ء \$	- \$			э \$		э \$	1,007	۹ ۶		\$ \$	1,007	۰ \$	-	\$ \$		۶ ۶		э \$	4,950
Landscape Maintenance	\$	16,766	۰ \$		۹ \$		ء \$	- » 16,766 \$	1.	- 6,766			ء \$	- 16,766	۰ ۶		\$ \$		۰ \$	- 16,766	\$ \$		۶ ۶	- 16,766		4,930
Landscape Maintenance	۵ ۶	16,766	э \$		э \$		э \$	- \$			э \$		э \$	10,700	э \$		э \$	16,766 955	э \$	10,700	э \$		э \$		э \$	201,190 98,028
Landscape improvements Lake Maintenance	\$ \$	1,755	э \$		э \$		э \$	- \$ 1,538 \$		1,538			э \$	- 1,538	э \$		э \$	955 1,538	э \$	- 1,538	э \$		э \$	1,538		
	5 5	1,538	ъ \$		ծ Տ		» \$	- \$			ъ \$		э \$	1,338	ծ Տ		ծ Տ	1,538	ъ \$	1,330	ծ Տ					18,456
Fountain Maintenance	5 5												-	1052	-					-	ծ Տ		\$		\$	-
Irrigation Repairs & Maintenance	\$ \$	6,729	\$ \$		\$ \$	3,014		2,858 \$			\$ \$		\$ \$	1,852	\$ \$		\$ \$	4,723	\$ \$	-	\$ \$		\$ \$	7,993		60,787
Storm Clean-Up	5 5	- 3,029	-		-		\$	- \$ 2,370 \$			-		-		-		-	- 1,710	ъ \$		-				\$	-
Field Repairs & Maintenance		3,029	\$		\$		\$				\$		\$		\$		\$	1,/10		4,139	\$		\$	1,526		31,285
Tree Removals	\$	-	\$	.,	\$	,	\$	1,107 \$			\$	,	\$		\$		\$	-	\$	-	\$		\$		\$	9,565
Streetlight Repairs	\$	-	\$	-	\$		\$	- \$			\$		\$	-	\$		\$	-	\$	-	\$	-	\$	466		466
Signage Repairs	\$	-	\$	-	\$	-	\$	- \$			\$		\$	-	\$		\$	-	\$	-	\$	-	\$	266		266
Holiday Decoration	\$	-	\$	-	\$	-	\$	- \$			\$		\$	-	\$		\$	-	\$	-	\$		\$	-	\$	-
Miscellaneous Field Supplies	\$	-	\$	994	\$	-	\$	97 \$		-	\$	-	\$	-	\$	1,974	\$	-	\$	146	\$	37	\$	-	\$	3,249
Total Field Operations:	\$	41,537	\$	34,510	\$	39,345	\$	31,457 \$	3	5,035	\$	30,327	\$	28,864	\$	84,567	\$	32,694	\$	31,901	\$	53,665	\$	77,444	\$	522,347

Community Development District

Month to Month

		Oct		Nov		Dec		Jan		Feb		March		April		May		June		July		Aug		Sept		Total
Amenities																										
Administrative:																										
Property & Casualty Insurance	\$	21.094	\$		\$		\$		\$	- 5	\$	- \$			\$	- \$			\$		\$		\$		\$	21,094
Payroll - Salaried	\$	8,989	\$	8,989	\$	8,989	\$		\$	8,989 5		8,989 \$			\$	8,989 \$		8,989	\$	8,989	\$	8,989	\$		\$	107,874
Payroll - Hourly	\$	6,295	\$		\$		\$		\$	6,295		6,295 \$			\$	6,295 \$		6,295	\$		\$		\$		\$	75,545
Payroll - Benefits	\$	2,428	\$		\$		\$		\$	2,428		2,428 \$			\$	2,428 \$		2,428			\$		\$		\$	29,137
-	\$ \$	1,349	.⊅ \$		э \$				\$	1,349					\$ \$	1,349 \$		1,349	۹ \$				♪ \$		э \$	
Payroll Taxes	۵ ۶				э \$		\$ \$		э \$						э \$				э \$		\$ \$		э \$			16,184
Professional Services - Engineering	-	3,944 11	\$					.,	э \$									3,944							\$	47,332
Professional Services - Information Technology	\$	11	\$		\$	11	\$		+	11 \$		11 \$			\$			11	\$		\$	11	\$		\$	131
Travel & Per Diem	\$	-	\$	23	\$	-	\$		\$	- 5		- \$			\$	- \$		-	\$	-	\$	-	\$		\$	23
Training	\$	-	\$	-	\$	-	\$		\$	- 5		- \$			\$	- \$		-	\$	-	\$	-	\$		\$	-
Licenses & Permits	\$	25	\$		\$	-	\$		\$	- 5		- \$			\$	10 \$		-	\$	-	\$	-	\$		\$	45
Subscriptions & Memberships	\$	27	\$	27	\$		\$		\$	27 5		27 \$			\$	27 \$		27	\$	27	\$		\$		\$	323
Office Supplies	\$	75	\$	-	\$	335	\$		\$	37 5		474 \$			\$	25 \$		129	\$	-	\$	263	\$	743	\$	2,205
Office Equipment	\$	-	\$	-	\$	-	\$		\$	253 \$		- \$			\$	- \$		-	\$	-	\$	-	\$		\$	317
Communication - Telephone/Internet/TV	\$	728	\$	866	\$	728	\$	715	\$	828 \$	\$	784 \$	5		\$	724 \$		717	\$	782	\$	722	\$		\$	9,256
Internet/Telephone - Guard House	\$	302	\$		\$	302	\$	303	\$	203 \$	\$	308 \$	5	308	\$	308 \$		308	\$	307	\$	307	\$	307	\$	3,566
Cost Share Expense - Marshall Creek	\$	-	\$	-	\$	-	\$	-	\$	40,713 \$	\$	- \$	5	-	\$	- \$		-	\$	-	\$	-	\$	-	\$	40,713
Field:																										
General Utilities	\$	3,518	\$	3,596	\$	4,574	\$	5,549	\$	8,154 \$		6,833 \$	5	6,168	\$	3,811 \$		4,917	\$	3,953	\$	4,184	\$	4,115	\$	59,372
Refuse Removal	\$	202	\$	202	\$	202	\$	348	\$	250 \$	\$	250 \$	5	250	\$	250 \$		250	\$	250	\$	250	\$	250	\$	2,956
Security	\$	5,404	\$	-	\$	5,404	\$	5,404	\$	5,404 \$	\$	5,404 \$	5	5,404	\$	5,404 \$		7,900	\$	5,500	\$	6,676	\$	6,712	\$	64,619
Janitorial Services	\$	1,194	\$	1,194	\$	1,194	\$	1,194	\$	1,194 \$	\$	1,194 \$	5	1,194	\$	1,194 \$		1,194	\$	1,194	\$	1,194	\$	1,194	\$	14,331
Operating Supplies - Spa & Paper	\$	181	\$	128	\$	84	\$	226	\$	143 \$	\$	88 \$	5	341	\$	958 \$		111	\$	316	\$	177	\$	291	\$	3,044
Operating Supplies - Uniforms	\$	-	\$	-	\$	-	\$	-	\$	- 5	\$	- \$	5	244	\$	- \$		-	\$	-	\$	-	\$	-	\$	244
Cleaning Supplies	\$	449	\$	1,786	\$	231	\$	1,336	\$	1,095 \$	\$	1,232 \$	5	499	\$	1,581 \$		35	\$	104	\$	1,833	\$	1,184	\$	11,364
Amenity Landscape Maintenance & Improvements	\$	2,000	\$		\$		\$		\$	2,000 \$		2,000 \$			\$	2,000 \$		2,000	\$		\$		\$		\$	24,000
Gate Repairs & Maintenance	\$	2,000	\$	2,000	\$	-	\$		\$	- 9		- \$			\$	- \$		-	\$	2,000	\$	2,000	\$		\$	
Guardhouse Maintenance	\$		\$		\$		\$		ŝ			- \$			\$	- \$			\$	245	\$	127	\$		\$	372
Dog Park Repairs & Maintenance	\$		\$		\$		\$		s	- 5		- \$	·		\$	- \$			\$	215	\$		\$		\$	144
Park Mulch	\$		\$		\$		\$		s	- 9		- \$			\$	- \$			\$		\$	-	\$		\$	-
Playground Repairs & Maintenance	\$		\$		\$		\$		s		+	- 4			\$	- \$		-	\$		\$		\$		\$	2,988
Miscellaneous	\$	-	\$	-	\$	-	\$		\$			- 4			\$	- \$		- 7	\$	-	\$	705	\$		\$	374
		-		-		-										- 3 260 \$		/		-		-				
Buildings Repairs & Maintenance	\$	1,528	\$		\$		\$		\$			- \$			\$			-	\$	89	\$		\$		\$	10,349
Pest Control	\$	65	\$		\$		\$		\$	468 \$	+	68 \$			\$	68 \$		68	\$	68	\$		\$		\$	2,004
Pools Maintenance - Contract	\$	1,129	\$	1,129	\$	1,264	\$		\$	1,264		1,129 \$			\$	1,129 \$		1,129	\$	1,129	\$		\$	1,129		13,734
Pools Repairs & Maintenance	\$	-	\$	-	\$	-	\$		\$	- 5		766 \$			\$	1,008 \$		136	\$	-	\$	4,562	\$		\$	6,935
Pools Chemicals	\$	-	\$	-	\$		\$		\$	589 5		- \$			\$	- \$		389	\$	-	\$	-	\$		\$	1,590
Signage & Amenity Repairs	\$	-	\$	-	\$	-	\$		\$	- 5		- \$			\$	- \$		-	\$	-	\$	-	\$		\$	450
Special Events	\$	53	\$	551	\$	-	\$	1,175	\$	- 9	\$	135 \$	5	-	\$	- \$		-	\$	-	\$	-	\$	-	\$	1,913
Fitness:																										
Professional Services - Outside Fitness	\$	4,267	\$	4,267	\$	4,267	\$	4,267	\$	4,267 \$	\$	4,267 \$	5	4,267	\$	4,267 \$		4,267	\$	4,267	\$	4,267	\$	4,267	\$	51,203
Fitness Equipment Repairs & Maintenance	\$	-	\$	-	\$	-	\$	-	\$	- 5	\$	- \$	5	-	\$	428 \$		667	\$	487	\$	260	\$	2,110	\$	3,952
Fitness Equipment Rental	\$	2,621	\$	2,621	\$	2,621	\$	2,621	\$	2,621	\$	2,621 \$	5	2,621	\$	2,621 \$		2,621	\$	2,621	\$	2,621	\$	2,621	\$	31,454
Miniature Golf Course Maintenance	\$	-	\$	-	\$	-	\$		\$	- 5	\$	- \$	5		\$	- \$		-	\$	-	\$	-	\$		\$	-
Miscellaneous Fitness Supplies	\$	-	\$	500	\$	-	\$	204	\$	2,115		110 \$		51	\$	240 \$			\$	-	\$	-	\$		\$	3,220
Capital Outlay - Machinery & Equipment	\$	589	\$		\$		\$	1,083	\$	- 9		- 9			\$	- \$			\$		\$	266	\$	-	\$	2,390
Total Amenities	\$	68,469	\$		\$	46,970	\$		\$	94,825	\$	50,707 \$	5 5	6,685	\$	49,331 \$	4	9,891	\$	46,357	\$		\$	54,548	\$	666,749
Reserves																										
Capital Reserve Transfer	\$	-	\$	-	\$		\$	-	\$	- 5	\$	45,000 \$	5	-	\$	- \$		-	\$		\$	-	\$	-	\$	45,000
Total Reserves	\$	-	\$	-	\$		\$	•	\$	- 5	\$	45,000 \$	5	-	\$	- \$		-	\$	-	\$	-	\$		\$	45,000
	\$	129,591	\$	85,180		93,995										144,261 \$		5,920		90,928		123,444	\$	150.005		1,388,263
Total Expenditures					\$		\$								\$				\$		\$					
Excess Revenues (Expenditures)	\$	(129,591)	\$	108,470	\$	357,275	\$ !	597,021	\$ (	95,164) \$	\$ (1	122,958) \$	\$ (7	9,136)	\$	(144,233) \$	(7	7,630)	\$	(90,719)	\$	(123,418)		(159,823)		40,094

## **Community Development District**

Long Term Debt Report

SERIES 2019A-1	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)
CURRENT BONDS OUTSTANDING	\$7,060,000

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	\$111,488	
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)
CURRENT BONDS OUTSTANDING		\$2,715,000

### **COMMUNITY DEVELOPMENT DISTRICT**

### **Special Assessment Receipts**

Fiscal Year 2021

						Gross Assessments Net Assessments	<pre>\$ 1,514,771.83 \$ 1,423,885.52</pre>	\$ 799,410.84 \$ 751,446.19	<ul><li>\$ 2,314,182.67</li><li>\$ 2,175,331.71</li></ul>
				ON ROLL ASS	ESSMENTS			<b>2</b> • <b>5</b> • 0 /	
							65.46%	34.54%	100.00%
								2019 Debt	
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Service	Total
11/2/20	1	\$23,988.86	(\$454.59)	(\$1,259.39)	\$0.00	\$22,274.88	\$14,580.25	\$7,694.63	\$22,274.88
11/12/20	2	\$118,783.63	(\$2,280.65)	(\$4,751.37)	\$0.00	\$111,751.61	\$73,148.15	\$38,603.46	\$111,751.61
11/24/20	3	\$172,003.43	(\$3,302.47)	(\$6,880.14)	\$0.00	\$161,820.82	\$105,921.47	\$55,899.35	\$161,820.82
12/04/20	4	\$381,991.42	(\$7,334.24)	(\$15,279.61)	\$0.00	\$359,377.57	\$235,234.25	\$124,143.32	\$359,377.57
12/16/20	5	\$350,664.36	(\$6,735.66)	(\$13,881.61)	\$0.00	\$330,047.09	\$216,035.68	\$114,011.41	\$330,047.09
01/11/21	6	\$1,120,490.36	(\$21,513.42)	(\$44,819.34)	\$0.00	\$1,054,157.60	\$690,009.59	\$364,148.01	\$1,054,157.60
01/19/21	Interest 1	\$82.56	\$0.00	\$0.00	\$0.00	\$82.56	\$54.04	\$28.52	\$82.56
02/22/21	7	\$73,228.84	(\$1,423.54)	(\$2,051.77)	\$0.00	\$69,753.53	\$45,657.88	\$24,095.65	\$69,753.53
03/11/21	8	\$22,309.80	(\$439.25)	(\$347.11)	\$0.00	\$21,523.44	\$14,088.39	\$7,435.05	\$21,523.44
04/08/21	Interest 2	\$17.90	\$0.00	\$0.00	\$0.00	\$17.90	\$11.72	\$6.18	\$17.90
04/13/21	9	\$25,034.86	(\$500.70)	\$0.00	\$0.00	\$24,534.16	\$16,059.08	\$8,475.08	\$24,534.16
06/15/21	10	\$25,687.11	(\$519.15)	\$270.16	\$0.00	\$25,438.12	\$16,650.78	\$8,787.34	\$25,438.12
10/28/21	Excess Fees	\$20,555.91	\$0.00	\$0.00	\$0.00	\$20,555.91	\$13,455.08	\$7,100.83	\$20,555.91
	TOTAL	\$ 2,334,839.04	\$ (44,503.67)	\$ (89,000.18)	\$ -	\$ 2,201,335.19	\$ 1,440,906.36	\$ 760,428.83	\$ 2,201,335.19

101%	Net Percent Collected
\$ (26,003.48)	Balance Remaining to Collect

### SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

#### Special Assessment Revenue Bonds, Series 2019

	Requisition #	Contractor	Description		Requisition
scal Year 2020					
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$	8,032.
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$	4,293.
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$	8,090.
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$	6,250.
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$	4,495.
1/6/20	6	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$	46,000
1/6/20	7	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefD120 - 10% upon execution of the Agreement	\$	11,500
2/6/20	8	East Coast Wells & Pump Service	Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor	\$	2,137
2/6/20	9	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrffnl220 - 10% Balance Upon Final Sign Off	\$	11,500
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$	6,790
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$	35,240.
2/24/20	12	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$	46,000.
2/26/20	13	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCgtr220 - Gutter Grating Supports repaired	\$	500.
3/17/20	13	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$	5.034.
					.,
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 -Back Flow Testing	\$	265.
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$	6,790.
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$	3,000.
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffice Study & Certification Package	\$	1,062.
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$	4,000.
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$	16,357.
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$	12,310.
6/22/20	22	Yellowstone Landscape	Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$	25,583.
7/14/20	22	Hopping Green & Sams	Invoice: 113207, 113803, 114427, 115066 - Project Construction	۰ \$	1,053
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$	1,458
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	\$	24,722
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$	7,888
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$	559
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$	2,644
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$	258
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$	1,075
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$	5,034
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$	58,703
2/17/21	33		Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$	2,570
	34	Armstrong Fence Company			
5/13/21		Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$	2,570
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$	3,444
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$	210
		TOTAL		\$	377,423
10/1/19		Interest		\$	227.
11/1/19		Interest		\$	196
12/1/19		Interest		\$	189
12/31/19		Transfer from COI		\$	4,581
1/1/20		Interest		\$	195
				\$	186
2/1/20		Interest		Ψ	
		Interest Interest		\$	150
2/1/20					
2/1/20 3/1/20 3/10/20		Interest Transfer from Lennar Homes		\$ \$	79,820
2/1/20 3/1/20 3/10/20 4/1/20		Interest Transfer from Lennar Homes Interest		\$ \$ \$	79,820 65
2/1/20 3/1/20 3/10/20 4/1/20 5/1/20		Interest Transfer from Lennar Homes Interest Interest		\$ \$ \$	79,820 65 11
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2/1/20 3/1/20 3/10/20 4/1/20 5/1/20 6/1/20 7/1/20		Interest Transfer from Lennar Homes Interest Interest Interest Interest		\$ \$ \$ \$ \$ \$	79,820 65 11 12 6
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# Sweetwater Creek Community Development District

## Summary of Invoices

September 01, 2021 - September 30, 2021

Fund	Date	Check No.'s		Amount
General Fund				
	9/7/21	3561-3565	\$	11,749.28
	9/8/21	3566	\$	3,839.33
	9/22/21	3567-3579	\$	39,099.99
	9/30/21	3580	\$	1,457.07
			\$	56,145.67
Amenity Fund				
	9/7/21	2011-2019	\$	16,570.18
	9/22/21	2020-2022	\$	28,896.28
	9/30/21	2023	\$	301.30
			\$	45,767.76
ТОТ	<b>TAL</b>		\$1	01,913.43

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGIS *** CHECK DATES 09/01/2021 - 09/30/2021 *** SWEETWATER CREEK - GENERAL BANK A GENERAL FUND	STER RUN 10/28/21	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
9/07/21 00063 8/31/21 69489 202108 320-53800-47000 * AUG LAKE MAINTENANCE	1,538.00	
AUG LAKE MAINTENANCE FUTURE HORIZONS		1,538.00 003561
9/07/21 00047 8/12/21 126 202107 320-53800-47301 * JUL FIELD MAINT	1,639.42	
8/12/21 126 202107 320-53800-49000 * JUL FIELD SUPPLY	146.45	
GOVERNMENTAL MANAGEMENT SERVICES		1,785.87 003562
9/07/21 00014 7/26/21 124040 202106 310-51300-31500 *	406.57	
JUN GENERAL COUNSEL HOPPING GREEN & SAM		406.57 003563
9/0//21 00014 8/2//21 124839 202108 310-31300-31500	6,492.48	
JUN GENERAL REP HOPPING GREEN & SAM		6,492.48 003564
9/07/21 00035 9/02/21 JAX 2593 202109 320-53800-47300 * ENSENADA IRRIG REPAIRS	1,526.36	
ENSENADA IRRIG REPAIRS YELLOWSTONE LANDSCAPE		1,526.36 003565
9/08/21 00029 9/01/21 54 202109 310-51300-34000 * MANAGEMENT FEES SEP21		
9/01/21 54 202109 310-35200 * INFORMATION TECH SEP21	83.33	
9/01/21 54 202109 310-51300-31300 * DISSEMINATION FEE SEP21	416.67	
9/01/21 54 202109 310-51300-42000 * POSTAGE	6.00	
GOVERNMENTAL MANAGEMENT SERVICES		3,839.33 003566
9/22/21 00075 9/02/21 09022021 202109 310-51300-11000 * 9/02/21 MEETING	200.00	
CHARLES USINA III		200.00 003567
9/22/21 00009 9/13/21 14351 202109 300-15500-10000 * FY22 INSURANCE RENEWAL	8,926.00	
FIZZ INSURANCE RENEWAL EGIS INSURANCE ADVISORS LLC		8,926.00 003568
9/22/21 00011 9/01/21 199403 202108 310-51300-31100 * CUP PERMIT WATER	332.36	
9/01/21 199404 202108 310-51300-31100 * AUG PROF SRVS(WA#8)	97.50	
9/01/21 199405 202108 310-51300-31100 *	5,089.75	
AUG COM AREAS ANALYSIS ENGLAND-THIMS & MILLER, INC		5,519.61 003569

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAII *** CHECK DATES 09/01/2021 - 09/30/2021 *** SWEETWATER CREEK - GENERA BANK A GENERAL FUND	D/COMPUTER CHECK REGISTER RUN 10/28/21 AL	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAM DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	ME STATUS AMOUNT	CHECK AMOUNT #
9/22/21 00014 5/31/21 123686 202105 310-51300-31500 MAY PROJECT CONSTRUCTION HOPPING GREEN & SAM	* 806.40	
9/22/21 00049 9/02/21 09022021 202109 310-51300-11000 9/02/21 MEETING JOHN V WILLIAMS	* 200.00	
9/22/21 00084 9/01/21 156 202108 310-51300-31500 AUG GENERAL COUNSEL KE LAW GROUP	* 2,187.50	
9/22/21 00051 9/02/21 09022021 202109 310-51300-11000 9/02/21 MEETING ROBERT LISOTTA	* 200.00	
9/22/21 00071 9/01/21 15 202109 320-53800-12100 SEPT CONTRACT ADMIN RIVERSIDE MANAGEMENT S	* 4,000.00	4,000.00 003574
9/22/21 00018 9/02/21 09022021 202109 310-51300-11000 9/02/21 MEETING	* 200.00	
9/22/21 00040 9/02/21 09022021 202109 310-51300-11000 9/02/21 MEETING STEPHEN J HANDLER	* 200.00	
9/22/21 00067 9/09/21 09092021 202109 300-15100-10100 OPN CUSTODY ACT4TAX RCPTS	* 10,000.00	
9/22/21 00025 8/31/21 10337278 202108 310-51300-48000 NOTICE OF MEETING 9/02/21	* 98.73	
9/22/21 00035 8/25/21 JAX25642 202108 320-53800-47300 IRRIGATION REPAIRS 8/25/21 JAX25642 202108 320-53800-47300 IRRIGATION REPAIRS 8/25/21 JAX25642 202108 320-53800-47300 IRRIGATION REPAIRS 8/25/21 JAX25642 202108 320-53800-47300 IRRIGATION REPAIRS	* 467.50 * 345.50 * 570.00 * 380.00	
8/25/21 JAX25651 202108 320-53800-47300 IRRIGATION REPAIRS	* 969.00	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER *** CHECK DATES 09/01/2021 - 09/30/2021 *** SWEETWATER CREEK - GENERAL BANK A GENERAL FUND	CHECK REGISTER	RUN 10/28/21	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
8/25/21 JAX25652 202108 320-53800-47300	*	1,372.50	
IRRIGATION REPAIRS 8/25/21 JAX25652 202108 320-53800-47300	*	179.00	
IRRIGATION REPAIRS 8/25/21 JAX25652 202108 320-53800-47300	*	125.35	
IRRIGATION REPAIRS 8/25/21 JAX25652 202108 320-53800-47300	*	630.00	
IRRIGATION REPAIRS 8/25/21 JAX25652 202108 320-53800-47300 IRRIGATION REPAIRS	*	1,522.90	
YELLOWSTONE LANDSCAPE			6,561.75 003579
9/30/21 00071 9/21/21 16 202108 320-53800-47301	*	1,420.34	
AUG FAC MAINTENANCE 9/21/21 16 202108 320-53800-49000	*	36.73	
AUG MISC FIELD SUPPLIES RIVERSIDE MANAGEMENT SERVICES			1,457.07 003580
TOTAL FOR BAN	JK A	56,145.67	
TOTAL FOR REG		56,145.67	

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COM 09/01/2021 - 09/30/2021 *** SWEETWATER CREEK - POOL BANK B AMENITY	PUTER CHECK REGISTER	RUN 10/28/21	PAGE 1
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/07/21 00005	8/06/21 41-22439 202108 330-53800-52200	*	110.09	
	JANITORIAL SUPPLIES 8/06/21 41-22439 202108 330-53800-52100 CLEANING SUPPLIES	*	29.90	
	DOWNEY'S JANITORIAL SUPPLI	ES 		139.99 002011
9/07/21 00005	8/19/21 41-22517 202108 330-53800-52200 TOILET PAPER	*	66.96	
	DOWNEY'S JANITORIAL SUPPLI	ES		66.96 002012
9/07/21 00080	8/01/21 705220 202109 330-53800-48400	*	6,700.28	
	SEPT ALARM MONITORING ENVERA			6,700.28 002013
9/07/21 00096	8/01/21 1063 202108 330-53800-44000	*	513.32	
	AUG SPIN BIKE LEASE FRANK A. FLORI DBA CHARIMA	N'S ENT		513.32 002014
9/07/21 00057	8/12/21 126 202107 330-53800-48320	*	10.32	
	GUARD HOUSE MAINTENANCE 8/12/21 126 202107 330-53800-48320	*	35.82	
	GUARD HOUSE MAINTENANCE 8/12/21 126 202107 330-53800-48320	*	198.90	
	GUARD HOUSE MAINTENANCE GOVERNMENTAL MANAGEMENT SE	RVICES		245.04 002015
9/07/21 00014	8/10/21 K480-75 202108 330-53800-52100	*	750.00	
	DISINFECTANT WIPES	LLC		750.00 002016
9/07/21 00016	8/09/21 LANDSCAP 202107 330-53800-46200	*	2,000.00	
	LANDSCAPE 8/25/21 BB-12869 202108 330-53800-41000	*	100.24	
	FITNESS CTR-BUS VOICE EDG 8/25/21 BB-12869 202108 330-53800-41100	*	103.39	
	LAS CALINAS GUARD HOUSE 8/25/21 88-80183 202108 330-53800-52002	*	4,562.00	
	RPR POOLS MARSHALL CREEK CDD			6,765.63 002017
9/07/21 00019	MARSHALL CREEK CDD 9/01/21 13129560 202109 330-53800-52000	*	1,128.96	
	SEPT POOL CHEMICALS POOLSURE			1,128.96 002018
9/07/21 00038	8/18/21 16349A 202108 340-53800-48200	*	260.00	
	EQUIPMENT REPAIR SOUTHEAST FITNESS REPAIR			260.00 002019

AP300R *** CHECK DATES	09/01/2021 - 09/30/2021 *** SWEET	DUNTS PAYABLE PREPAID/COMPUTER CHE WATER CREEK - POOL B AMENITY	CK REGISTER	RUN 10/28/21	PAGE 2
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB		STATUS	AMOUNT	CHECK AMOUNT #
9/22/21 00107	9/13/21 14351 202109 300-15500-1000 FY22 INSURANCE RENEWAL EC	)) GIS INSURANCE ADVISORS, LLC	*	22,100.00	22,100.00 002020
9/22/21 00080	8/24/21 705785 202108 330-53800-4840		*	24.00	
	8/1/21-9/30/21 SECURITY 9/01/21 706211 202109 300-15500-1000 10/1/21-10/31/21 SECURITY	00	*	6,712.28	
	EN	IVERA			6,736.28 002021
9/22/21 00042	7/01/21 336303 202107 330-53800-4100 MONITORING PHONE 7/1-9/30	00	*	60.00	
	VI	ILLAGE KEY & ALARM INC			60.00 002022
9/30/21 00104	9/27/21 17 202108 330-53800-4832 AUG GUARD HOUSE MAINT		*	126.91	
	9/27/21 17 202108 330-53800-5100 OFFICE SUPPLIES	00	*	174.39	
		IVERSIDE MANAGEMENT SERVICES, INC			301.30 002023
		TOTAL FOR BANK E	3	45,767.76	
		TOTAL FOR REGIST	ER	45,767.76	

SIXTH ORDER OF BUSINESS



October 28, 2021 Sweetwater CDD Contract No. - 16701

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	\$00,170.00
		Total	\$65,170.00
		lotai	<i>\\\</i>
Ву	Ву		
Joshua Boucher			
Date 10/28/2021	Date		
Duval Landscape Maintenance		Sweetwater CI	DD
Duval Landscape Maintenance • 7011 Busine 32256	ess Park Blvd I	N • Jacksonville, FL	Page 1/1



October 28, 2021 Sweetwater CDD Contract No. - 16616

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
Bare Copper Grounding Wire	220.00	\$1.50	\$330.00
Irrigation Labor	24.00	\$100.00	\$2,400.00

\$80,790.00

#### WORK ORDER SUMMARY

SERVICES			SALES TAX	TOTAL PRICE
Irrigation S	ervice/Repairs		\$0.00	\$80,790.00
			\$0.00	\$80,790.00
			Sale	\$80,790.00
			Sales Tax	\$0.00
			Total	\$80,790.00
Ву		Ву		
	Joshua Boucher			
Date	10/28/2021	Date		
	Duval Landscape Maintenance		Sweetwater CD	D
				5

Duval Landscape Maintenance • 7011 Business Park Blvd N • Jacksonville, FL Page 1/1 32256

SEVENTH ORDER OF BUSINESS

*B*.



### **Construction Cost Services, LLC**

7061 Grand National Drive #108, Orlando, FL 32819 Phone (407) 370-0848 -- Fax (407) 370-0851

#### Palencia Fitness Center - St. Augustine, FL Additional and Renovation Options October 15, 2021

October 15, 2

1 Scope:

2

- Abbreviated Scope of Work by Area See detailed estimate for additional information
- Building Addition Concept 6 and 6 ALT In both cases install new building with appropriate roof connection to existing building CMU walls on concrete footings, Wood roof Trusses with plywood deck at concealed roof and T&G soffits at Exposed - Clay Tile Roof, Painted Stucco Exterior - Interior Finishes at FOH space based on Tile floor with tile base and Rubber flooring with rubber base at Fitness Area - Exterior Patio to have paver type finish - Existing site modified to relocate storm and domestic utilities, Electrical to be fed from existing building - Site Hardscape and finishes modified to allow for work and new building - Exclude work at pool or pool equipment
- Managers Office Demolition Remove existing office and convert to space at large fitness Area Finishes to match existing including floors and ceilings
- Storage Area Conversion Convert Vending Area to Storage Add door at opening, add shelves Maintain existing ceilings, HVAC and Lighting
- New Managers Office Convert Existing storage space into managers office with MEP closet in rear Assumed existing equipment and piping to remain as installed, a new ACT ceiling to be installed lower than existing utilities - New wall and door added for MEP area, Allowed for additional stand alone HVAC unit, Allowed for Ventilation at new MEP room - Carpet and Painted walls as finish
- Laundry / Janitors Conversion to Hallway Remove millwork and equipment, conceal / cap floor sink and washer boxes in walls, Patch Walls Install new exterior door through CMU wall and match finishes Existing ceiling to remain as installed Adjust drain at new tile floor finish

-Group Exercise -- Remove walls adjacent to the large fitness area and add operable partitions - Includes rework and additional structural modifications at removed bearing CMU interior walls, affecting the soffits and ceiling in adjacent spaces - Floor finishes to remain as originally installed with transition plates between spaces -Operable door pockets, soffits and ACT main ceiling has been added back - Mechanical duct work has been adjusted - Electrical lighting and power modifications have been included

#### 10 Provided Documents / Information

- <sup>11</sup> Site Walk Pictures and Email Scopes
- 12 Historical Documents Various (used as ref only)
- 13 Palencia Fitness Center Concept 06 Floor Plan 09/28/2021
- 14 Palencia Fitness Center Concept 06 ALT Floor Plan 09/28/2021
- <sup>15</sup> Original Architectural Floor Plan XI-4931a21A (used as ref)

Area Breakdowns	Areas			
Concept 6				
Site	7,213 sf	0%	0	gsf
New Building - Interior	2,502 sf	100%	2,502	gsf
New Building - Covered Patio	600 sf	50%	300	gsf
Breezeway Connector	90 sf	50%	45	gsf
		Totals	2,847	gsf
Concept 6 ALT				
Site	7,213 sf	0%	0	gsf
New Building - Interior	2,982 sf	100%	2,982	gsf
New Building - Covered Patio	600 sf	50%	300	-
Breezeway Connector	169 sf	50%	85	gsf
Breezeway connector	103 31	50%	85	gsf
		Totals	3,367	gsf
Manager Office				
Office Demolished	196 sf	100%	196	gsf
		Totals	196	gsf
Vending To Storage				
Convert Vending to Storage	68 sf	100%	68	gsf
		Totals	68	gsf
Existing Storage to Managers				
Office	227 sf	100%	227	gsf
MEP Closet	53 sf	100%	53	gsf
		Totals	280	gsf
		Totals		0



### **Construction Cost Services, LLC**

7061 Grand National Drive #108, Orlando, FL 32819 Phone (407) 370-0848 -- Fax (407) 370-0851

#### Palencia Fitness Center - St. Augustine, FL Additional and Renovation Options

October 15, 2021

50	Janitor/Laundry to Hallway / Storage				
51	Hall Way	147 sf	100%	147	gsf
52		-			-
53			Totals	147	gsf
54	Crown Fitness, Add Mewakle Partitions and Dama walls				
55	Group Fitness - Add Movable Partitions and Demo walls				
56	Entire Group Exercise Space	1,255 sf	100%	1,255	gsf
57 58			Totals	1,255	gsf
59				-	-

<sup>60</sup> 

69

61 Assumptions

Assumes that site fence and piers will need to be removed in Concept 6 and 6A due to access and utility work

63 Group Fitness - Assumes existing floor material (recessed wood, tile & rubber flooring) to be repaired as installed with transition strips only

64 Assumes FF&A will be by others - Excluded from estimate

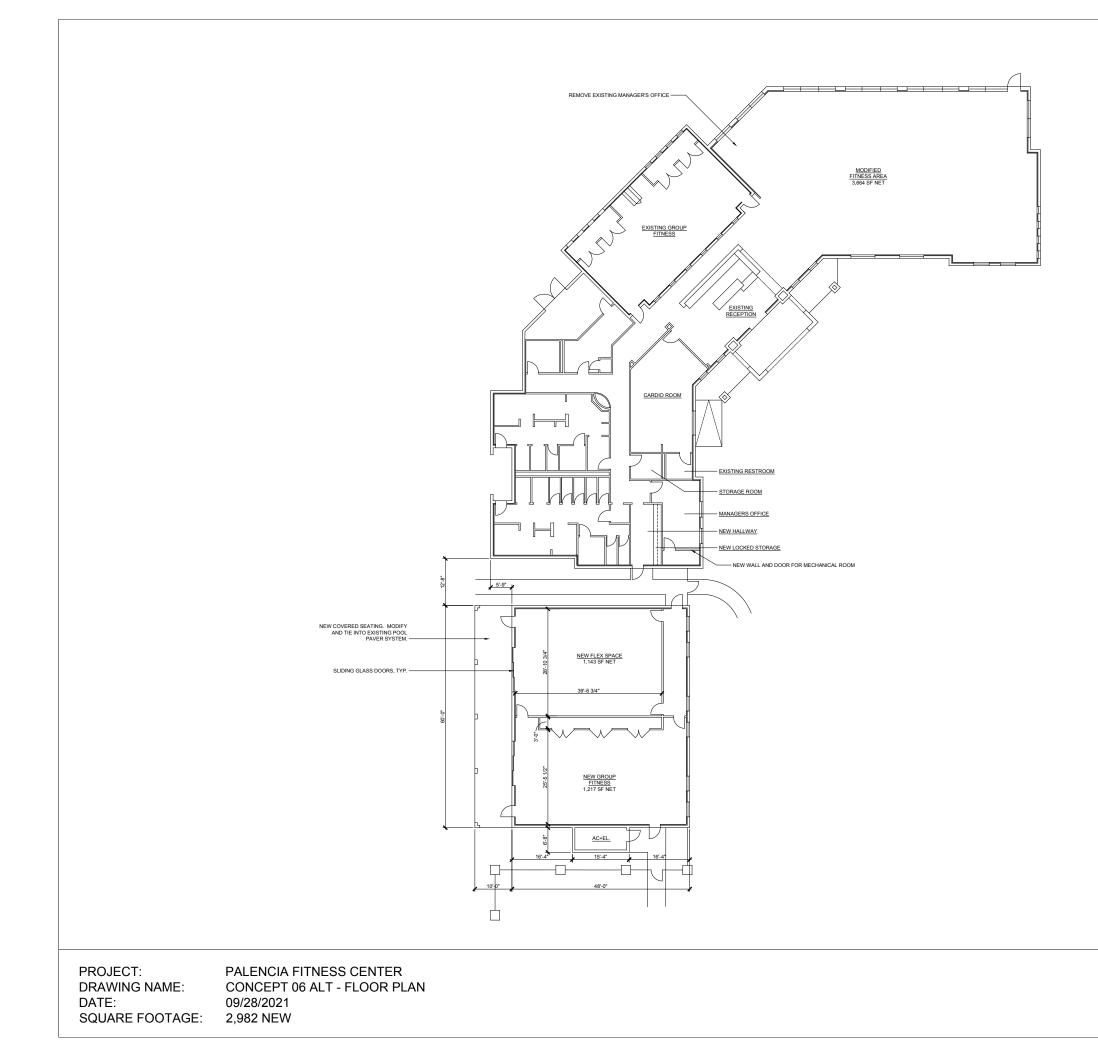
65 Equipment has been excluded from estimate

66 Estimated based on US dollars based on date of estimate

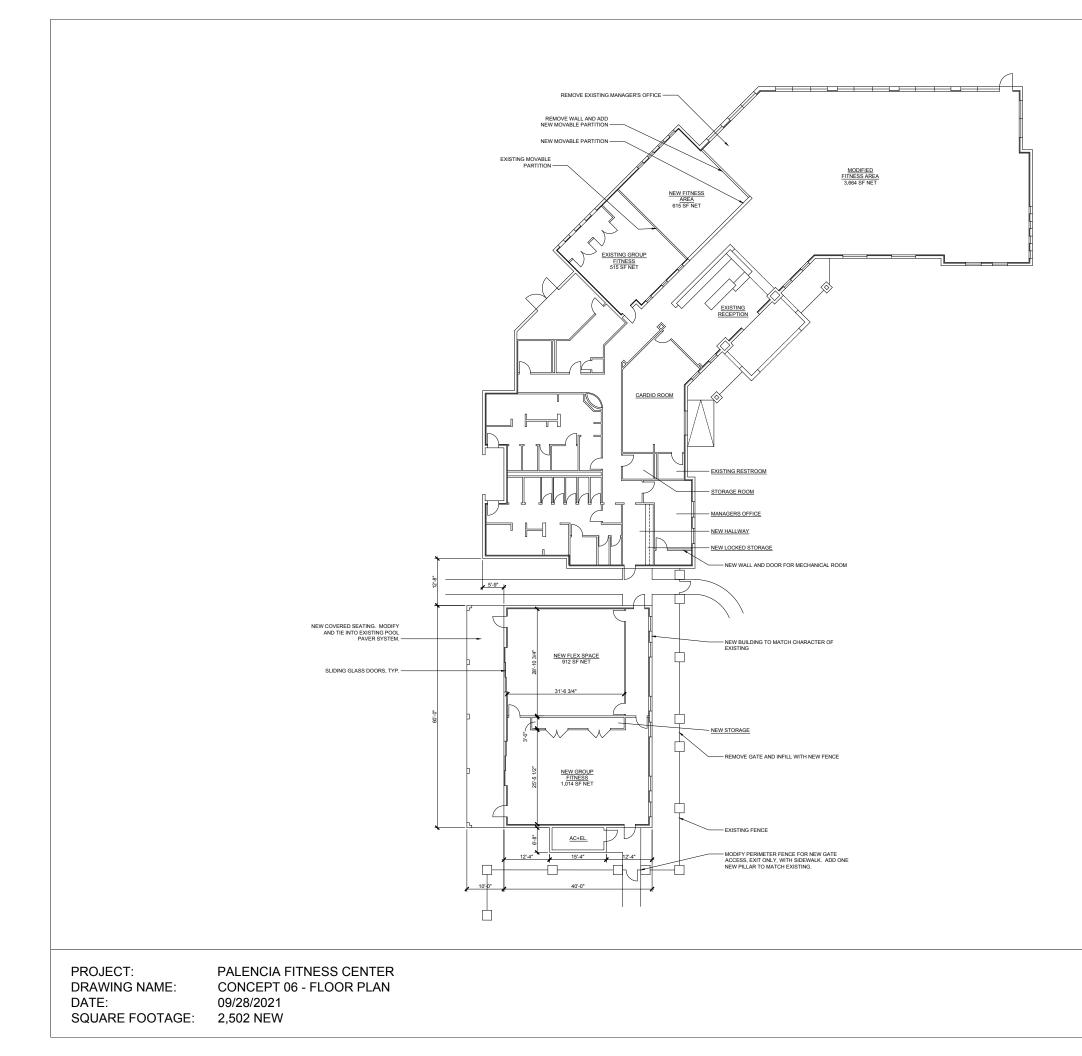
67 Excludes Escalation

68 See attached tabs for estimate detail and backup information

			То	otals with Concept				Totals with	
Estimate Recap		Unit Price	Unit Price 6 Unit			Unit Price	Unit Price Concept 6 ALT		
Added Building & Site Work - Flex Space & Group Fitness	\$	339.45	\$	966,499	\$	314.67	\$	1,059,40	
Remove Managers Office and Incorporate into Modified Fitness Area	\$	117.08	\$	22,948	\$	117	\$	22,94	
Convert Old Vending Area to Storage	\$	222.59	\$	15,025	\$	222.59	\$	15,02	
Convert Storage Area to Managers Office with MEP Closet	\$	108.16	\$	30,286	\$	108.16	\$	30,28	
Convert Luandry / Janitors to Hallway / Storage	\$	243.11	\$	35,737	\$	243.11	\$	35,73	
Group Exercise Demo Walls and Add new Movable Partitions	\$	216.92	\$	272,232	\$	216.92	\$	272,23	
Subtotal Trade Costs	\$	280.16	\$	1,342,726	\$	270.25	\$	1,435,63	
Markups									
General Conditions	\$	22.41	\$	107,418	\$	21.62	\$	114,85	
General Contractor Fee	\$	14.01	\$	67,136	\$	13.51	\$	71,78	
Permits & Insurance	\$	8.40	\$	40,282	\$	8.11	\$	43,06	
Construction Contingency	\$	16.25	\$	77,878	\$	15.67	\$	83,26	
Escalation			Excluded Exclud		uded				
Hard Cost Total	\$	341	\$	1,635,441	\$	329	\$	1,748,59	
Design / AE Costs			E>	kcluded			Exc	uded	
Additional Owner Expenses (FFE, Construction Manager, equipment,			E>	kcluded			Exc	uded	
Etc.)									
Total	\$	341	\$	1,635,441	\$	329	\$	1,748,59	
Project Contingency	\$	34.12	\$	163,544	\$	32.92	\$	174,86	
Project Total	Ś	375	\$	1,798,985	ć	362	\$	1,923,4	









NINTH ORDER OF BUSINESS

D.

1.

### 11/8/2021

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 November 8, 2021

To: The Board of Supervisors

- From: Jerry Lambert Field Operations Manager
- RE: Sweetwater Creek Operations Report November 8, 2021

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







- 27 landscaping light fixtures in La Palma Park were replaced with new LED lights
- The new LED lights are low maintenance and have a 15-year warranty







- All mounting poles for the new light fixtures in La Palma Park were painted black
- The light facing the American Flag was repaired
- The rope pulley for the third flagpole in La Palma Park was repaired and a new flag will be able to be displayed



• New lenses were made for the large horizontal lights in the entrance structure of La Palma Park



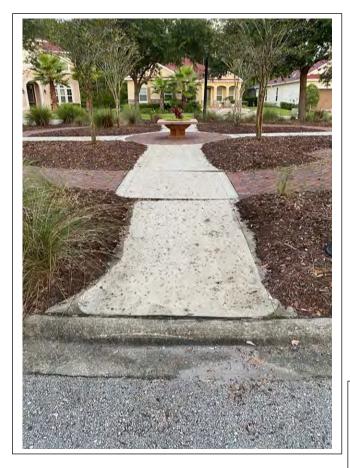






 A broken bench in La Palma Park was able to be repaired by welding the frame back together – saving the district the cost of replacing the bench

Sweetwater Creek Field Operations Report – RMS 2021



- Mulch was removed from walkways in Privado Ct Park on 10/11
- All pavers, sidewalks, and curbs in Privado Ct Park were cleaned





- "No Skateboards" signs were installed in Ensenada Park on 10/04
  - Skateboard damage to the park pavilion was repaired earlier this year
- An additional light pole was painted black in Ensenada Park on 10/06







• All cluster mailbox labels have been replaced throughout the community with the exception of two locations that have newer labels in good condition





## **In Progress Projects**



- Multiple cracked sidewalks have been marked throughout the community for repair
- A+ Concrete will begin on the repairs at their first availability

- 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– Waiting on start date



Ac	tion I	tems F	Report			
Sweetwater Creek CDD						
Action Items Reported on by:			Jerry Lambert Cheryl Graham			
Action Items	Date Completed	Initials	Comments			
FPL to install 5 new lights throughout community			Estimated mid November install - Site plan with locations has been provided by FP&L - wiring has been installed.			
Monitor Wax Myrtle and Pine Tree install for irrigation issues	10/10/21	JL				
Multiple Side walk concrete repairs			A+ Concrete will be out to repair at their first availability			
Ensenada Park - replace sun damaged backboards on all basketball goals	9/29/21	JL	Completed			
Ensenada Park - Resurface basketball court			Quote from Sport Surfaces was approved by the Board. Waiting for start date.			
Ensenada Park - Add coating to deck of play structure where it is worn out	10/28/21	JL	Flex All Rubberized Paint was applied			
Ensenada Park - improve rusted swing chains	10/28/21	JL	Chains were cleaned			
Ensenada Park - Repair exposed rebar on handicap parking spot	10/4/21	JL	Rebar was bent down to avoid injury			
Ensenada Park - Have bushes by the road trimmed down 1 foot						
Ensenada " - Install "No Skateboard signs for the pavilion	10/4/21	JL	Installed and within two (2) days was removed by skateboarders			
Ensenada Park - Add pull up bars at the playground			*This was an owner request			

			***
Freenade Dark Add fores			*This was an owner request -
Ensenada Park - Add fence			Concerned for small children running
between playground and pond			towards pond
Have additional flowers added			
to bare beds on Ensenada Drive			
			Faded American Flag replaced -
La Palma Park - Replace Flags	10/27/21	JL	replace all flags with larger 4x6 flags
La Palma Park - Pressure wash			
mini golf course	9/17/21	JL	Course, pavers, playground cleaned
	-,,		
La Palma Park - Change palm			
tree lights to LED lights	10/20/21	JL	27 lights replaced
	-1 -1		
Sign pole and base damaged by			
vehicle needs to be replaced		-	Ordered by CG - 11/03 Delivery
			(1) 12' arm and (1) 15' arm are in
Gate arms replaced due to	0/45/04	66	storage in case additional accidents
damage from vehicle	9/15/21	CG	occur
Instruction sign for visitor lane	0/15/21	66	Installed
at the gate	9/15/21	CG	Installed
Replace address labels on	10/21/21	66	Completed
cluster mailboxes	10/21/21	CG	Completed
Remove construction debris			
from common area on Dosel			
Lane	9/15/21	CG	Removed by Lennar
			Ordered by CG - Delivery expected
4 park benches for placement by			between November 17th & December
pond on Rincon Drive			9th
Fountain requested in pond 7 on		1	CG obtained 3 quotes for Board
Rincon Drive			consideration
		1	
Obtain proposal for Magnetic	10/27/24	66	
Gate Operating System Gloriette/Antolin Obtain	10/27/21	CG	Quote provided by Envera
proposals for Basketball Court,			One (1) quete received: Sport Surfaces
			One (1) quote received: Sport Surfaces-
Bocce Ball Court and Dog Park			Two more to be obtained

## Conclusion

For any questions or comments regarding the above information or for any future maintenance requests and concerns please contact <u>ilambert@rmsnf.com</u> or <u>cgraham@rmsnf.com</u>.

Respectfully,

Jerry Lambert

3.

#### Sweetwater Creek CDD Comparison Worksheet for Pond Fountains - Pond # 7

	Location of Fountain	Location of Fountain	Location of Fountain	Location of Fountain		
Vendor	Center	Center	North End	South End	Lightin	g Options
Charles Aquatics	One (1) 5 hp 208-240V Aqua Masters Series 575 Ft	One 7.5 hp 220-240v Aqua Masters Series 575 feet	One 5 hp 208-240v Aqua Masters Series 260 Ft	One 5 hp 208-240v Aqua Masters Series 260 Ft	35 Watt LED - 3 Lights 35 Watt LED - 4 Lights 40 Watt LED - 3 Lights	\$2,312.00 Per Fountain \$2,876.00 Per Fountain \$3,931.00 Per Fountain
	\$17,278.00 5 year Fountain Warranty 3 year Control Panel Warranty	\$26,340.00 4 Year Fountain Warranty 3 Year Control Panel Warranty	\$11,165.00 5 year Fountain Warranty 3 year Control Panel Warranty	\$11,165.00 5 year Fountain Warranty 3 year Control Panel Warranty	40 Watt LED - 4 Lights	\$4,706.00 Per Fountain
Future Horizons	One (1) 5 hp 100' cable Decorative Kasco Fountain 5.1 JF Aerator Service \$6,072.55 5 year warranty	One (1) 7 hp 230 V 3 ph Display Fountain by Kasco Marine Aerator Service \$8,264.62 5 year warranty	Two (2) 5 hp Decorative Fountain by Kasco Aerator Service \$12,529.37 5 year warranty	Two (2) 3 hp 200' cable CR Kasco 3.1 JF Aerating Fountain \$11,003.93 5 year warranty		
Solitude	One 7.5 hp 240v/1ph Aqua Masters Series - Firestone Nozzle Four (4) 35 Watt Lights - 575 Ft. Cable \$29,232.00 4 year Fountain Warranty 3 year Light Sets Warranty 3 Year Components Warranty		One (1) 5 hp 240v/1ph Aqua Masters Series- Augusta Nozzle Three (3) 35 Watt Lights - 275 Ft. Cable \$14,810.00 5 year Fountain Warranty 3 year Light Sets Warranty 3 Year Components Warranty	One (1) 5 Hp 240V/1Ph Aqua Masters Series- Augusta Nozzle Three (3) 35 Watt Lights - 250 Ft. Cable \$14,554.00 5 year Fountain Warranty 3 year Light Sets Warranty 3 Year Components Warranty		

# Sweetwater Creek

**Option 1:** center fountain, power from north **Option 2:** north and south fountains, one control panel at each end.

North power supply

**Option 2** 

edio Ricon Tra

Option

1

Medio Dr

Rin

on Dr

South power supply

nsenada

Aincon Di

isenada

Part

Ensenada D

A.



This agreement dated	, is made
between Charles Aquatics	, Inc., a Florida Corporation, and

Name	Sweetwater Creek c/o Cheryl Graham–Operations Manager, Riverside
	Management Services

Address _					
City		State	FL	_ Zip	
Phone	904-239-5305			Fax	
E-mail	Cgraham@rmsnf	.com			_

Hereinafter called "CLIENT".

- 1. **Charles Aquatics, Inc.**, agrees to provide fountain services in accordance with the terms and conditions of this Agreement at the following location(s): **Sweetwater Creek Pond** 7
- 2. CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed fountain services:

### **Fountain:**

Provide and install one 5hp 208-240v 1ph AquaMaster Masters Series Fountain with Control Panel (including lightning/surge arrestor) and 575ft of 4/4 PPE Power Cable. **Unit is UL and cUL Listed. 5 Year Fountain Warranty and 3 Year Control Panel Warranty** 

5Hp Fountain – 575 feet 4/4 PPE in-water cable,

#### Masters Series 5hp Nozzle Options & Prices

#### **Straightened Flow Pattern**

Turnberry (H), (SFP) \$371 Double Eagle (H), (SFP) \$405 Half Moon, (SFP) \$354 Medinah (H), (SFP) \$421 Valhalla (H), (SFP) \$371 Champion (H), (SFP) \$401 Diamondback, (SFP) \$371 Firestone (H), (SFP) \$490 Bayside (H), (SFP) \$405 Prestwick (H), (SFP) \$473 Monterey, (SFP) \$596 Baytree (H), (SFP) \$579 Augusta, (SFP) \$1,652 Royal (H)\*, (SFP) \$664 Arabella (H), (SFP) \$605 Doral (H), (SFP) \$405 Colonial (H), (SFP) \$516 Riviera (H), (SFP) \$421 Imperial (H)\*, (SFP) \$686 Somerset (H), (SFP) \$520

#### **Basic Flow Pattern**

Geyser, (BFP) \$200 Wide Geyser, (BFP) \$204 Crown & Geyser, (BFP) \$230 Crvstal Geyser, (BFP) \$213 Ace, (BFP) \$350 Birdie, (BFP) \$243 Par, (BFP) \$213 Eagle, (BFP) \$265 Biscavne. (BFP) \$247 Crown & Wide Geyser, (BFP) \$273 Adjustable Straightened Flow Pattern Reflection (H), (ASFP) \$528 Sanibel (H), (ASFP) \$498 Specialty Pattern Captiva, Specialty \$733 **Diffuser Pattern** Lakewood \$26

# **Lighting:** All lighting systems are UL and cUL Listed and have a three year warranty. LED lamps have three year warranty.

#### Fountain Lighting Options:

#### Masters Series 35 watt LED Night Glow Lighting

35 Watt LED – 3 Light Set 575 feet 14/3 SEOOW in-water cable \$ 3.005.00

35 Watt LED – 4 Light Set 575 feet 14/3 SEOOW in-water cable \$ 3,569.00

<u>35watt LED Color Board Options – Cool White, Warm White, Amber, Blue,</u> <u>Green or Red</u> - Circle one if 35watt LED Light Set is Selected

### Masters Series 40 watt RGBW LED Night Glow Lighting

40 Watt RGBW LED – 3 Light Set 575 feet 14/5 SEOOW in-water cable \$ <u>4,853.00</u>

40 Watt RGBW LED – 4 Light Set 575 feet 14/5 SEOOW in-water cable \$ 5,627.00

<u>Fountain Selection – 5hp 208-240v 1ph Masters Series</u>	\$ 17,278.00
Nozzle Selection -	\$
Light Set Selection -	\$

TOTAL - \$

3. Client agrees to pay 25% deposit and then the balance in full within 10 days of installation. Client agrees to pay 1.5% of unpaid sum(s) after 30 days of installation. This quote is valid for 60 days.

Representative of Charles Aquatics, Inc. Date	Customer Signature	Date
10-11-21		
Japes H. Charles III, Owner		
> 11 ch o		
Charles Aquatics, Inc.		



This agreement dated		, is made
between Charles Aquatics	<b>s, Inc.</b> , a Florida Corporatio	n, and

Name	Sweetwater Creek c/o Cheryl Graham–Operations Manager, Riverside
	Management Services

Address					
City _		_ State	FL	_ Zip	 
Phone	904-239-5305			Fax	
E-mail	Cgraham@rmsnf	.com			

Hereinafter called "CLIENT".

- 1. **Charles Aquatics, Inc.**, agrees to provide fountain services in accordance with the terms and conditions of this Agreement at the following location(s): **Sweetwater Creek Pond** 7
- 2. CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed fountain services:

### **Fountain:**

Provide and install one 7.5hp 220-240v 1ph AquaMaster Masters Grand Series Fountain with Control Panel (including lightning/surge arrestor) and 575ft of 2/4 PPE Power Cable. **Unit is UL and cUL Listed. 4 Year Fountain Warranty and 3 Year Control Panel Warranty** 

The 7.5HP 1PH models require a minimum voltage of 220v or a boost transformer must be supplied and installed by a qualified electrician.

7.5Hp Fountain – 575 feet 2/4 PPE in-water cable,

\$ <u>26,340.00</u>

Masters Grand Series 7.5hp Nozzle Options & Prices

Straightened Flow Pattern AUGUSTA \$1,456 FIRESTONE \$993 VALHALLA \$634 Basic Flow Pattern BISCAYNE \$284 CROWN & GEYSER \$305 CROWN & WIDE GEYSER \$305 CRYSTAL GEYSER \$313 LAKEWOOD \$121 WIDE GEYSER \$280

<u>Lighting:</u> All lighting systems are UL and cUL Listed and have a three year warranty. LED lamps have three year warranty.

### **Fountain Lighting Options:**

#### Masters Grand Series 35 watt LED Night Glow Lighting

35 Watt LED – 4 Light Set 575 feet 14/3 SEOOW in-water cable \$ <u>4,257.00</u>

<u>35watt LED Color Board Options – Cool White, Warm White, Amber, Blue,</u> <u>Green or Red</u> - Circle one if 35watt LED Light Set is Selected

#### Masters Grand Series 40 watt RGBW LED Night Glow Lighting

40 Watt RGBW LED – 4 Light Set 575 feet 14/5 SEOOW in-water cable \$ <u>6,546.00</u>

Fountain Selection – 7.5hp 220-240v 1ph Masters Grand Series	\$ 26,340.00
Nozzle Selection -	\$
Light Set Selection	\$

TOTAL - S	8

3. Client agrees to pay 25% deposit and then the balance in full within 10 days of installation. Client agrees to pay 1.5% of unpaid sum(s) after 30 days of installation. This quote is valid for 60 days.

Charles Aquatics, Inc. Jaj

Representative of Charles Aquatics, Inc.

<u>10-11-21</u> Date

Customer Signature

Date



This agreement dated		, is made
between Charles Aquatics	<b>5, Inc.</b> , a Florida Corporatio	n, and

Name	Sweetwater Creek c/o Cheryl Graham–Operations Manager, Riverside
	Management Services

Address					
City		_ State	FL	_ Zip	
Phone	904-239-5305			Fax	
E-mail	Cgraham@rmsnf	.com			_

Hereinafter called "CLIENT".

- 1. **Charles Aquatics, Inc.**, agrees to provide fountain services in accordance with the terms and conditions of this Agreement at the following location(s): **Sweetwater Creek Pond** 7
- 2. CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed fountain services:

### **Fountains:**

Provide and install Two 5hp 208-240v 1ph AquaMaster Masters Series Fountains with Control Panels (including lightning/surge arrestors) and 260ft of 6/4 PPE Power Cable per fountain. **Units are UL and cUL Listed. 5 Year Fountain Warranty and 3 Year Control Panel Warranty** 

5Hp Fountain – 260 feet 6/4 PPE in-water cable,

\$ <u>11,165.00</u> Per Fountain

#### Masters Series 5hp Nozzle Options & Prices

#### **Straightened Flow Pattern**

Turnberry (H), (SFP) \$371 Double Eagle (H), (SFP) \$405 Half Moon, (SFP) \$354 Medinah (H), (SFP) \$421 Valhalla (H), (SFP) \$371 Champion (H), (SFP) \$401 Diamondback, (SFP) \$371 Firestone (H), (SFP) \$490 Bayside (H), (SFP) \$405 Prestwick (H), (SFP) \$473 Monterey, (SFP) \$596 Baytree (H), (SFP) \$579 Augusta, (SFP) \$1,652 Royal (H)\*, (SFP) \$664 Arabella (H), (SFP) \$605 Doral (H), (SFP) \$405 Colonial (H), (SFP) \$516 Riviera (H), (SFP) \$421 Imperial (H)\*, (SFP) \$686 Somerset (H), (SFP) \$520

#### **Basic Flow Pattern**

Geyser, (BFP) \$200 Wide Geyser, (BFP) \$204 Crown & Geyser, (BFP) \$230 Crvstal Geyser, (BFP) \$213 Ace, (BFP) \$350 Birdie, (BFP) \$243 Par, (BFP) \$213 Eagle, (BFP) \$265 Biscavne. (BFP) \$247 Crown & Wide Geyser, (BFP) \$273 Adjustable Straightened Flow Pattern Reflection (H), (ASFP) \$528 Sanibel (H), (ASFP) \$498 Specialty Pattern Captiva, Specialty \$733 **Diffuser Pattern** Lakewood \$26

# **Lighting:** All lighting systems are UL and cUL Listed and have a three year warranty. LED lamps have three year warranty.

#### **Fountain Lighting Options:**

#### Masters Series 35 watt LED Night Glow Lighting

35 Watt LED – 3 Light Set 260 feet 14/3 SEOOW in-water cable \$ 2,312.00 Per Fountain

35 Watt LED – 4 Light Set 260 feet 14/3 SEOOW in-water cable \$ 2,876.00 Per Fountain

<u>35watt LED Color Board Options – Cool White, Warm White, Amber, Blue,</u> <u>Green or Red</u> - Circle one if 35watt LED Light Set is Selected

### Masters Series 40 watt RGBW LED Night Glow Lighting

40 Watt RGBW LED – 3 Light Set 260 feet 14/5 SEOOW i \$ 3,931.00 Per Fountain	n-water cable
40 Watt RGBW LED – 4 Light Set 260 feet 14/5 SEOOW i \$ 4,706.00 Per Fountain	n-water cable
Fountain 1 Selection – 5hp 208-240v 1ph Masters Series	\$ 11,165.00
Nozzle Selection -	\$
Light Set Selection	\$
<u>TOTAL - \$</u>	
Fountain 2 Selection – 5hp 208-240v 1ph Masters Series	\$ 11,165.00
Nozzle Selection -	\$
Light Set Selection -	\$
<u>TOTAL - \$</u>	
TOTAL for 2 Fountains - \$	

3. Client agrees to pay 25% deposit and then the balance in full within 10 days of installation. Client agrees to pay 1.5% of unpaid sum(s) after 30 days of installation. This quote is valid for 60 days.

James H. Charles III, Owner		10-11-21	
N 14 CA.85	James H. Charles III, Owner		
	N H CA.ST	-	

Charles Aquatics, Inc. 6869 Phillips Parkway Drive South Jacksonville, FL 32256 (904) 997-0044 Fax: (904) 807-9158

#### Future Horizons, Inc. 403 North First Street

403 North First Street P O Box 1115 Hastings, FL 32145-1115 QUOTATION

Quote Number: 2606 Quote Date: Oct 19, 2021 Page: 1

Voice: 800-682-1187 Fax: 904-692-1193

# Quoted To:

Sweetwater Creek CDD c/o GMS, LLC 135 West Central Blvd, Ste 320 Orlando, FL 32801

Customer ID	Good Thru	Payment Terms	Sales Rep
Palencia01	11/18/21	Net 45 Days	Railing01

Item	Description	Unit Price	Amount
o 5.1 JF	Description           5 hp Decorative Fountain with 7 patterns,           100' of underwater cable and a C-95 control           panel - placed in the narrow middle portion           on Pond # 7           In-Water Installation - Pond #7           Option #1           Comes with a Five Year Warranty           Future Horizons is not responsible for           on-shore installation of the power control           center, this work must be accomplished by a           certified/licensed electrician provided by           customer. Conduit sufficient for unit cable           should be used from water to power control	0nit Price 5,047.55 625.00	Amount 5,047.55 625.00
	or Service	100' of underwater cable and a C-95 control panel - placed in the narrow middle portion on Pond # 7tor ServiceIn-Water Installation - Pond #7 Option #1 Comes with a Five Year WarrantyFuture Horizons is not responsible for on-shore installation of the power control center, this work must be accomplished by a certified/licensed electrician provided by customer. Conduit sufficient for unit cable	100' of underwater cable and a C-95 control panel - placed in the narrow middle portion on Pond # 7625.00cor ServiceIn-Water Installation - Pond #7625.00Option #1 Comes with a Five Year Warranty625.00Future Horizons is not responsible for on-shore installation of the power control center, this work must be accomplished by a certified/licensed electrician provided by customer. Conduit sufficient for unit cable should be used from water to power control

#### Future Horizons, Inc. 403 North First Street

403 North First Street P O Box 1115 Hastings, FL 32145-1115 QUOTATION

Quote Number: 2607 Quote Date: Oct 19, 2021 Page: 1

Voice: 800-682-1187 Fax: 904-692-1193

# Quoted To:

Sweetwater Creek CDD c/o GMS, LLC 135 West Central Blvd, Ste 320 Orlando, FL 32801

Customer ID	Good Thru	Payment Terms	Sales Rep
Palencia01	11/18/21	Net 45 Days	Railing01

Quantity	Item	Description	Unit Price	Amount
2.00	Kasco 3.1JF	Kasco 3.1JF Aerating Fountain with 200' of	4,901.97	9,803.93
1.00	Aerator Service	underwater cable and a C-85 Control Panel In-Water Installation into Pond # 7 Option # 2 - Two 3hp Units Units come with a Five Year Warranty Future Horizons is not responsible for on-shore installation of the power control center, this work must be accomplished by a certified/licensed electrician provided by customer. Conduit sufficient for unit cable should be used from water to power control center.	1,200.00	1,200.00
			Subtotal Sales Tax	11,003.93
			Freight	
			TOTAL	11,003.9



#### SERVICES QUOTE

CUSTOMER NAME: Sweetwater Creek - St. Augustine SUBMITTED TO: Cheryl Graham CONTRACT DATE: October 4, 2021 SUBMITTED BY: Katie Cabanillas SERVICES: Option 1 - Center Fountain at Sweetwater Creek

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

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

2. PAYMENT TERMS. The fee for the Services is \$29,232.00. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation



of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

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

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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

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

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

8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

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

11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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

THIS IS FOR QUOTE PURPOSES ONLY. SOLITUDE LAKE MANAGEMENT NOW USES ADOBE SIGN TO PROCESS ITS CONTRACTS.

PLEASE CONTACT YOUR BUSINESS DEVELOPMENT CONSULTANT WITH ANY QUESTIONS, FOR A CONTRACT FOR SIGNATURE, OR TO PROVIDE YOUR OWN VENDOR AGREEMENT.

THANK YOU!

-Katie Cabanillas North Florida Business Development Consultant Katie.cabanillas@solitudelake.com



#### **SCHEDULE A - FOUNTAIN INSTALLATION SERVICES**

Fountain Installation:

- 1. Company will install the following floating surface aerator:
  - 1 AquaMaster Masters Series 7.5 HP (240V/1PH)\*\*

Includes: Firestone Nozzle

Standard Stainless Steel Intake Debris Screen **575 ft.** of underwater power cable Underwater Oil Cooled motor w/ Thermal Protection Control Panel (UL Listed / NEMA Rated) GFCI Protection Breaker Control Breaker Motor Starter / Contactor Motor Overload Protection Assembly Digital Timer\* Control Fuse Protection Motor Start & Run Capacitors All labor and parts necessary for proper installation\*\*\*

\*Digital timer includes battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.

LED power indicator LCD screen display Lithium battery for memory backup Three-way operation manual Digital Electronics time switch One touch, multi-functional keys

\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SŌLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

\*\*\*The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

#### Lighting Installation:

Option 1 - Center Fountain Installation Services Contract Sweetwater Creek - St. Augustine - KC/EB Page 5 of 6



 Floating Fountain will include an Underwater LED Lighting Package Includes: 4 Underwater LED Lights (35 Watt) Lighting Controls mounted in the Fountain Control Panel GFCI Protection Breaker Control Breaker Automatic Digital Timer\*

Control Fuse Protection 575 ft. of underwater power cable

All labor and parts necessary for proper installation

## <u>Warranty</u>:

- 1. Company warrants that all installation work will be done in a safe and professional manner.
- 2. Manufacturer warrants 7.5 HP fountains for four (4) years from the date of installation against any defects in materials and workmanship.
- 3. Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
- 4. Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
- 5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
- 6. The manufacturer's warranty and the SŌLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management<sup>®</sup> performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

## Permitting (when applicable):

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

Customer Responsibilities:

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.



- b. Providing Certified Abutters List for abutter notification where required.
- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

# General Qualifications:

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



## SERVICES QUOTE

CUSTOMER NAME: Sweetwater Creek - St. Augustine SUBMITTED TO: Cheryl Graham CONTRACT DATE: October 4, 2021 SUBMITTED BY: Katie Cabanillas SERVICES: Option 2 - North Fountain

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

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

2. PAYMENT TERMS. The fee for the Services is \$14,810.00. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation



of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

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

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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

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

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

8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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

both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

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

11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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

THIS IS FOR QUOTE PURPOSES ONLY. SOLITUDE LAKE MANAGEMENT NOW USES ADOBE SIGN TO PROCESS ITS CONTRACTS.

PLEASE CONTACT YOUR BUSINESS DEVELOPMENT CONSULTANT WITH ANY QUESTIONS, FOR A CONTRACT FOR SIGNATURE, OR TO PROVIDE YOUR OWN VENDOR AGREEMENT.

THANK YOU!

-Katie Cabanillas North Florida Business Development Consultant Katie.cabanillas@solitudelake.com



#### **SCHEDULE A - FOUNTAIN INSTALLATION SERVICES**

Fountain Installation:

- 1. Company will install the following floating surface aerator:
  - 1 AquaMaster Masters Series 5 HP (240V/1PH)\*\*

Includes: Augusta Nozzle

Standard Stainless Steel Intake Debris Screen **275 ft.** of underwater power cable Underwater Oil Cooled motor w/ Thermal Protection Control Panel (UL Listed / NEMA Rated) GFCI Protection Breaker Control Breaker Motor Starter / Contactor Motor Overload Protection Assembly Digital Timer\* Control Fuse Protection Motor Start & Run Capacitors All labor and parts necessary for proper installation\*\*\*

\*Digital timer includes battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.

LED power indicator LCD screen display Lithium battery for memory backup Three-way operation manual Digital Electronics time switch One touch, multi-functional keys

\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SŌLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

\*\*\*The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

#### Lighting Installation:



 Floating Fountain will include an Underwater LED Lighting Package Includes: 3 Underwater LED Lights (35 Watt) Lighting Controls mounted in the Fountain Control Panel GFCI Protection Breaker

> Control Breaker Automatic Digital Timer\* Control Fuse Protection

**275 ft.** of underwater power cable All labor and parts necessary for proper installation

Warranty:

- 1. Company warrants that all installation work will be done in a safe and professional manner.
- 2. Manufacturer warrants 5 HP fountains for five (5) years, from the date of installation against any defects in materials and workmanship.
- 3. Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
- 4. Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
- 5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
- 6. The manufacturer's warranty and the SŌLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management<sup>®</sup> performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

Permitting (when applicable):

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

Customer Responsibilities:

- 1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.



- b. Providing Certified Abutters List for abutter notification where required.
- c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
- d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

# General Qualifications:

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



# **SERVICES QUOTE**

CUSTOMER NAME: Sweetwater Creek - St. Augustine SUBMITTED TO: Cheryl Graham CONTRACT DATE: October 4, 2021 SUBMITTED BY: Katie Cabanillas SERVICES: Option 2 - South Fountain

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

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

2. PAYMENT TERMS. The fee for the Services is **\$14,554.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. <u>TERM AND EXPIRATION.</u> This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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

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



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

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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

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

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

8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or

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

Option 3 - South Fountain Installation Services Contract Sweetwater Creek - KC/EB Page 2 of 3



unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

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

11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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

THIS IS FOR QUOTE PURPOSES ONLY. SOLITUDE LAKE MANAGEMENT NOW USES ADOBE SIGN TO PROCESS ITS CONTRACTS.

PLEASE CONTACT YOUR BUSINESS DEVELOPMENT CONSULTANT WITH ANY QUESTIONS, FOR A CONTRACT FOR SIGNATURE, OR TO PROVIDE YOUR OWN VENDOR AGREEMENT.

THANK YOU!

-Katie Cabanillas North Florida Business Development Consultant Katie.cabanillas@solitudelake.com

## **SCHEDULE A - FOUNTAIN INSTALLATION SERVICES**



Fountain Installation:

1. Company will install the following floating surface aerator:

#### 1 AquaMaster Masters Series 5 HP (240V/1PH)\*\*

Includes: Augusta Nozzle

Standard Stainless Steel Intake Debris Screen **250 ft.** of underwater power cable Underwater Oil Cooled motor w/ Thermal Protection Control Panel (UL Listed / NEMA Rated) GFCI Protection Breaker Control Breaker Motor Starter / Contactor Motor Overload Protection Assembly Digital Timer\* Control Fuse Protection Motor Start & Run Capacitors All labor and parts necessary for proper installation\*\*\*

\*Digital timer includes battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.

LED power indicator LCD screen display Lithium battery for memory backup Three-way operation manual Digital Electronics time switch One touch, multi-functional keys

\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SŌLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.

\*\*\*The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

#### Lighting Installation:

1. Floating Fountain will include an Underwater **LED** Lighting Package



Includes: **3** Underwater **LED** Lights (35 Watt) Lighting Controls mounted in the Fountain Control Panel GFCI Protection Breaker Control Breaker Automatic Digital Timer\* Control Fuse Protection **250 ft.** of underwater power cable All labor and parts necessary for proper installation

#### Warranty:

- 1. Company warrants that all installation work will be done in a safe and professional manner.
- 2. Manufacturer warrants 5 HP fountains for five (5) years, from the date of installation against any defects in materials and workmanship.
- 3. Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
- 4. Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
- 5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
- 6. The manufacturer's warranty and the SŌLitude Lake Management<sup>®</sup> warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management<sup>®</sup> performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

## Permitting (when applicable):

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

## Customer Responsibilities:

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



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

## General Qualifications:

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

4.

# Quotation



Quote #: Date: Expires On: Q-09696-1 10/27/2021 1/31/2022

# **Envera Systems**

Next Generation Security 4171 W Hillsboro Blvd Ste 2 Coconut Creek, FL 33073 Phone: (855) 936-8372 | Email: info@enverasystems.com

#### **Prepared for**

Palencia HOA - Sweetwater Creek CDD St. Augustine, Florida

SECURITY CONSULTANT	PHONE	EMAIL
Eddie Coalwell	+1 9044208464	ecoalwell@enverasystems.com

# INSTALLATION INVESTMENT

#### Las Calinas Gate - Barrier Gates

QTY	PRODUCT	INSTALL INVESTMENT
2	12' Magnetic Toll Barrier Arm (Left Side) - LED	
2	Ground Loop - Reno Detector Harness	
1	12' Magnetic Toll Barrier Arm (Right Side) - LED	
1	Ground Loop - Reno Detector Harness	
0	Ground Loop - Reno Detector Harness	
25	Conduit	
150	Wire	
1	15' Magnetic Access Pro H Barrier Arm (Right Side) - LED	
1	Ground Loop - Reno Detector Harness	
1	Bore Setup	
50	Bore	
20	Trenching & Backfilling	
	Las Calinas Gate - Barrier Gates TOTAL:	\$24,386.00

# Installation Investment Total: \$24,386.00

#### THIRD PARTY FINANCING OPTIONS

#### 36 Months Financing at 3.99%

Monthly Payment: \$719.87

- Finance Options Based on Credit Approval
- \$85 Documentation Fee & First Month Required at Signing
- Eligibility subject to credit approval upon receipt of credit application to Canon Financial Services, Inc.
- Finance Application can be found at <u>enverasystems.com/financing</u>

# MONTHLY INVESTMENT

Las Calinas Gate - Barrier Gates

QTY	MONTHLY SERVICE	EACH	MONTHLY INVESTMENT
1	Service & Maintenance Plan	\$214.63	\$214.63
Las Calinas Gate - Barrier Gates TOTAL:		\$214.63	

# Monthly Investment Total: \$214.63

# SERVICE & MAINTENANCE PLAN

- During Primary Period, should any equipment need to be serviced or replaced, Envera will not charge for labor or system parts and materials.
- During Renewal Periods, should any equipment need to be serviced or replaced, Envera will not charge for labor and will only charge cost for system parts and materials.
- Ground loops are warrantied for a period of 90 days and are not included in the Service & Maintenance Plan
- Service Level Commitment
  - Envera will perform system checks of all cameras on a daily basis.
  - Envera will proactively troubleshoot any discovered issues, which may include sending a technician onsite.
  - Since most issues can be resolved remotely, emergency service requests will be responded to within 24 hours.
- Service and Maintenance Plan excludes accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power or internet service.

# **TERMS & CONDITIONS**

- Monthly pricing is based on 721 current homes, with a maximum of 736 homes at full build out.
- Package pricing is applied to installation and monthly pricing. Pricing presented in this Quote is based on the purchase of all items as presented.
- Minimum 36-month agreement is required for monthly services (sales tax will be added to all monthly charges).
- Community will be responsible for all costs related to permits, bonds, surveys, drawings or site plan modifications.
- Community will be responsible for all required internet lines with minimum of 5MB upload and download speeds for most systems to operate. This may require multiple primary and backup lines throughout the community. Envera's team will work with internet providers to assist Client as necessary.
- Community will be responsible for providing adequate power at all head-end locations.
- Deposit due at signing equal to 50% of installation costs and two (2) months of the monthly services costs prior to Envera scheduling work. Envera will give an additional 3% discount on installation if 100% of installation is paid within 7 days of signing. 40% of installation will be due within 5 days of Envera beginning installation. Final 10% of installation is due within 5 days of Envera completing installation.
- If purchasing a Virtual Gate Guard or Access Control System, Community will be responsible for providing a list of all residents with addresses, phone numbers, and email addresses in an Excel or CSV format.
- If purchasing a Virtual Gate Guard System:
  - \*Virtual Gate Guard Monitoring is a per home charge and any additional homes added above those reported in the Qty field above (or at signing) will be charged to the Community at the per home price per month.
  - Installation of the equipment will take approximately six weeks to complete and fully test
  - Envera's Implementation Team will provide a resident orientation session
  - Once the system is activated and on-line, Envera will conduct a "soft opening" giving residents 21 days to get acclimated (Guests will be asked where they are going but no guest will be denied entry)
  - After the soft opening period expires, all guests will be verified before being granted entry into the community

• Recurring monthly pricing is based on all resident and renters having Envera programmed credentials on their vehicles and unencumbered access to use MyEnvera.com or the MyEnvera App for guest management

F.

**RnM Building/Pool** 

- Large Repairs
  - AC Units
  - Pool Heaters Replaced
- Minor Repairs
  - Cleaned and Painted areas on walls
  - Pressure wash of back entrance
  - Pool gate repairs

**Equipment Repairs** 

- o Treadmills
- Cable Equipment
- Tricep Machine
- Leg Extension
- CPR Certification for staff complete
- Attended several virtual National meetings for Lifestyle
- Hired two more staff for the department
- Continued assessment of Group Fitness participation per class
- Purchase of small equipment that can facilitate individual use or class use
- Meetings with Vendors, Contractors and Residents
- Planning of Future Community Events-Fall Festival and Tree Lighting
- Community Events that Occurred in October:
  - Trivia Night-50+ attendees
  - Two Food Truck Fridays/Artisan Night
  - Taco Tuesday
  - $_{\circ}$  Blood Drive
  - Football Party with Kokomo's
  - Breakfast on Market Street
  - Planksgiving-30 Day Challenge
- Child Watch Data:
  - 26 Days of Child Watch
  - 132 Visits Total, Day Visits-102, Evening Visits-30
  - Unique Families 24
  - 11 Families from Marshall Creek and 13 Families from Sweetwater

