Sweetwater Creek Community Development District

Agenda

December 2, 2021

AGENDA

November 23, 2021

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

Dear Board Members:

The Sweetwater Creek Community Development District Board of Supervisors Meeting is scheduled for Thursday, December 2, 2021 at 4:00 p.m. at 624 Palencia Club Drive, St. Augustine, Florida 32095.

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Organizational Matters
 - A. Consideration of Appointing a New Supervisor to Fill the Seat 2 Vacancy (Term 2022); Candidates that have expressed interest:
 - John Smith
 - Ian Rankin
 - Ron Cervelli
 - Eric Week
 - B. Oath of Office for Newly Appointed Supervisor
 - C. Consideration of Resolution 2022-04, Designating Officers

IV. Approval of the Consent Agenda

- A. Minutes of the November 8, 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 Architectural Services Proposal (to be provided under separate cover)
- VII. Consideration of Gym Equipment

- VIII. Discussion on Torcido Upland Area Drainage Repair
- IX. Discussion of Phased-In Irrigation Controller
- X. Staff Reports A. Landscape Maintenance Team
 - B. District Counsel
 - C. District Engineer Consideration of Work Authorization for a Stormwater Needs Analysis Report
 - D. Field Manager Memorandum
 - E. District Manager
 - F. Amenity Facilities Manager Monthly Report (to be provided under separate cover)
- XI. Supervisor Requests / Public Comment
- XII. Next Scheduled Meeting Thursday, January 6, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XIII. Adjournment

THIRD ORDER OF BUSINESS



RESOLUTION 2021-05

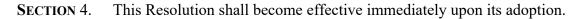
A RESOLUTION OF THE BOARD OF SUPERVISORS OF SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 1.	is appointed Chairman.
SECTION 2.	is appointed Vice Chairman.
SECTION 3.	is appointed Secretary and Treasurer.
-	is appointed Assistant Secretary.
-	is appointed Assistant Secretary.
-	is appointed Assistant Secretary.
-	is appointed Assistant Treasurer.
_	is appointed Assistant Secretary.



PASSED AND ADOPTED THIS 2ND DAY OF DECEMBER, 2021.

ATTEST

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman/Vice Chairman

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 Monday, **November 8, 2021** at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Rob Lisotta Stephen Handler John Williams Charles Usina Chairman Vice Chairman Supervisor Supervisor

Also present were:

Ernesto Torres	District Manager
Jennifer Kilinski	District Counsel
Erin Gunia	Amenity Manager
Jerry Lambert	Operations Manager
Joe Knous	Studio 1+

The following is a summary of the minutes and actions taken at the November 8, 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.

Public Comment

SECOND ORDER OF BUSINESS

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2022-03, Declaring a Vacancy on the Board and Appointing a Qualified Elector to Fill the Vacancy

Mr. Lisotta stated that Mr. McNary had resigned his position. He reviewed the process for replacement. He suggested moving one Supervisor to the vacant seat and then appointing someone that may be interested. After discussion the Board decided to move Mr. Handler to the vacant Seat #5. The Board will seek interested people to fill position and the new appointee will be filling Seat #2 whose term will expire November 2022

On MOTION by Mr. Lisotta, seconded by Mr. Williams, with all in favor, the Resolution 2022-03, Declaring a Vacancy on the Board and Appointing a Qualified Elector to Fill the Vacancy and the Move of Supervisor Handler to the Vacant Seat #5, was approved.

FOURTH ORDER OF BUSINESS Approval of the Consent Agenda

A. Minutes of the October 7, 2021 Meeting

Mr. Lisotta presented the October 7, 2021 meeting minutes and asked for any comments

or corrections from the Board. Correction noted that Mr. Williams was not present at this meeting.

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. Total was \$101,913.43. The Board had no questions.

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

FIFTH ORDER OF BUSINESS

Public Comment on Board's Intent to Terminate Child Watch Services Effective February 1, 2022

This topic was not discussed.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for Irrigation Smart Controllers

Mr. Lambert reviewed the packet with 2 proposals on the irrigation smart controllers. Question was asked on the advantage of having them operational. It was noted this is an annual costs savings. Further summary was provided on specifics of location, costs, and savings. After discussion the Board decided to table this topic.

SEVENTH ORDER OF BUSINESS Items Related to Amenity Center Renovation A. Discussion of Architectural RFQ.

This topic was moved to the next meeting.

B. Construction Cost Estimates for Concept Plans

This item was taken out of order of the agenda.

Mr. Joe Knous reviewed estimates for fitness center renovation and the gym equipment. Mr. Handler commented about this topic being a reason for a workshop agenda. Mr. Lisotta replied about scaling back to get this project within budget. Mr. Lisotta stated he did not feel a workshop was needed. Discussion ensued on the cost of this project and the budget.

Ms. Kilinski added comments about supplies and pricing issues and the RFQ process. Discussion ensued about the cost estimates and disruption of supply chain and the timing of this project. Obtaining community/resident feedback was discussed. Ms. Gunia confirmed the last survey was sent in 2020. It was recommended the Board postpone further discussion and changes until later date.

EIGHTH ORDER OF BUSINESS Discussion on Non-Resident User Fees

There being no discussion on this item, the next item followed.

NINTH ORDER OF BUSINESS Staff Reports

A. Landscape Maintenance Team

A representative from Duval Landscaping was present at the meeting. It was noted proposals had been submitted for further projects. Further discussion was on moving and spreading the flowers to the entire community. The roundabout and flower bed still has overgrown grass. Mr. Lisotta asked that quotes be submitted for the work.

B. District Counsel

Ms. Kilinski noted there were no further updates.

C. District Engineer – Consideration of Work Authorization for Stormwater Needs Analysis

There were no further updates.

D. Field Manager

1. Memorandum

2. Updates

Mr. Lambert summarized the Field Operations Report to include landscaping light fixtures, bench repair, mulching, cleaning of sidewalks, pavers and curbs. Also signs for no skateboards were installed and mailbox labels replaced. He added quotes have been obtained to resurface the basketball court.

3. Pond Fountain Update

Pond fountain proposals were included in the packet from Charles Aquatics, Future Horizons, Inc., and Solitude Lake Management.

4. Gate System Proposals

Gate proposals were included in the packet from Envera.

E. District Manager

There being none, the next item followed.

F. Amenity Facilities Manager – Monthly Report (to be provided under separate cover)

Ms. Gunia gave updates on the monthly report to include repairs, CPR updates, staff updates, community events, and child watch updates. There was discussion on the change in ages for child watch. After discussion it was recommended all changes be postponed until a later meeting.

TENTH ORDER OF BUSINESS

Supervisor Requests/Public Comment

Resident Comments:

- Mr. Smith commented on water system issues.
- A resident commented on undeveloped spaces.

Supervisor Comments:

• There were no further Supervisor comments.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meetings – Thursday, December 2, 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, December 2, 2021 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.

TWELFTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Williams, seconded by Mr. Usina, with all in favor, the Board of Supervisors Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Community Development District

Unaudited Financial Reporting

October 31, 2021



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Community Development District Balance Sheet

October 31, 2021

	General	D	ebt Service	Сар	ital Reserve	Са	pital Projects	Totals				
	Fund		Fund		Fund		Fund	Governmental Fun				
Assets:												
Cash:												
Cash - Operating Account	\$ 64,985	\$	-	\$	159,236	\$	-	\$	224,221			
Cash - Amenity Account	\$ 89,302	\$	-	\$	-	\$	-	\$	89,302			
Cash - Debit Card Account	\$ 7,766	\$	-	\$	-	\$	-	\$	7,766			
Investments:												
Series 2019												
Reserve - A-1	\$ -	\$	133,070	\$	-	\$	-	\$	133,070			
Reserve - A-2	\$ -	\$	111,488	\$	-	\$	-	\$	111,488			
Revenue	\$ -	\$	170,515	\$	-	\$	-	\$	170,515			
Prepayment	\$ -	\$	17,227	\$	-	\$	-	\$	17,227			
Construction	\$ -	\$	-	\$	-	\$	1,249,621	\$	1,249,621			
Prepaid Expenses	\$ 9,635	\$	-	\$	-	\$	-	\$	9,635			
Investment SBA GF	\$ 300,181	\$	-	\$	-	\$	-	\$	300,181			
Investment - Custody	\$ 10,000	\$	-	\$	-	\$	-	\$	10,000			
Assessment Receivable	\$ -	\$	7,101	\$	-	\$	-	\$	7,101			
Due From Capital Reserve Fund	\$ 1,946	\$	-	\$	-	\$	-	\$	1,946			
Due from Other	\$ 667	\$	-	\$	-	\$	-	\$	667			
Total Assets	\$ 484,481	\$	439,400	\$	159,236	\$	1,249,621	\$	2,332,737			
Liabilities:												
Accounts Payable	\$ 30,325	\$	-	\$	-	\$	-	\$	30,325			
Accrued Expenses	\$ 24,604	\$	-	\$	-	\$	-	\$	24,604			
Total Liabilities	\$ 54,929	\$	-	\$	-	\$	-	\$	54,929			
Fund Balances:												
Assigned For Debt Service	\$ -	\$	439,400	\$	-	\$	-	\$	439,400			
Assigned For Capital Reserves	\$ -	\$	-	\$	159,236	\$	-	\$	159,236			
Assigned For Capital Projects	\$ -	\$	-	\$		\$	1,249,621	\$	1,249,621			
Unassigned	\$ 429,552	\$	-	\$	-	\$	-	\$	429,552			
Total Fund Balances	\$ 429,552	\$	439,400	\$	159,236	\$	1,249,621	\$	2,277,808			
Total Liabilities & Fund Equity	\$ 484,481	\$	439,400	\$	159,236	\$	1,249,621	\$	2,332,737			

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2021

	Budget	Thru	10/31/21	Thru	10/31/21	Variance			
Revenues:									
Assessments	\$ 1,587,595	\$	_	\$	_	\$			
Fitness Center Revenue	\$ 13,875	\$	1,156	\$ \$	_	\$	(1,156		
Interest	\$ -	\$	-	\$	24	\$	24		
Total Revenues	\$ 1,601,470	\$	1,156	\$	24	\$	(1,132		
Expenditures:									
<u>General & Administrative:</u>									
Supervisor Fees	\$ 12,000	\$	1,000	\$	800	\$	200		
Engineering Fees	\$ 10,000	\$	833	\$	331	\$	502		
District Counsel	\$ 35,000	\$	2,917	\$	-	\$	2,917		
Audit Fees	\$ 3,700	\$	-	\$	-	\$	-		
Arbitrage	\$ 500	\$	-	\$	-	\$	-		
Assessment Roll	\$ 5,000	\$	5,000	\$	5,000	\$	-		
Dissemination	\$ 5,000	\$	417	\$	417	\$	(0		
Trustee Fees	\$ 3,800	\$	-	\$	-	\$	-		
District Management Fees	\$ 42,500	\$	3,542	\$	3,542	\$	(0		
Telephone	\$ 250	\$	21	\$	166	\$	(145		
Postage	\$ 3,050	\$	254	\$	215	\$	39		
Public Official Insurance	\$ 4,041	\$	4,041	\$	3,803	\$	238		
Copies	\$ 700	\$	58	\$	117	\$	(59		
Miscellaneous	\$ 1,500	\$	125	\$	205	\$	(80		
Legal Advertising	\$ 2,700	\$	225	\$	-	\$	225		
Information Technology	\$ 800	\$	67	\$	67	\$	-		
Website Maintenance	\$ 600	\$	50	\$	50	\$	-		
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-		
Total General & Administrative:	\$ 131,316	\$	18,724	\$	14,887	\$	3,837		
Operation and Maintenance									
Electric	\$ 64,000	\$	5,333	\$	5,204	\$	130		
Field Management Fees	\$ 80,000	\$	6,667	\$	6,667	\$	(0		
General Insurance	\$ 5,445	\$	5,445	\$	5,123	\$	322		
Landscape Maintenance	\$ 346,000	\$	28,833	\$	24,273	\$	4,560		
Landscape Improvements	\$ 50,000	\$	4,167	\$	529	\$	3,638		
Lake Maintenance	\$ 20,921	\$	1,743	\$	1,538	\$	205		
Fountain Maintenance	\$ 1,500	\$	125	\$	-	\$	125		
Irrigation Repairs & Maintenance	\$ 17,000	\$	1,417	\$	4,024	\$	(2,607		
Storm Clean-Up	\$ 2,000	\$	167	\$	-	\$	167		
Field Repairs & Maintenance	\$ 20,000	\$	1,667	\$	1,249	\$	418		
Tree Removals	\$ 12,540	\$	1,045	\$	-	\$	1,045		
Streetlight Repairs	\$ 2,250	\$	188	\$	-	\$	188		
Signage Repairs	\$ 1,500	\$	125	\$	-	\$	125		
Holiday Decoration	\$ 5,000	\$	417	\$	-	\$	417		
Miscellaneous Field Supplies	\$ 4,250	\$	354	\$	-	\$	354		
Total Field Operations:	\$ 632,406	\$	57,692	\$	48,605	\$	9,086		

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	rated Budget		Actual		
		Budget	Thr	u 10/31/21	Thr	ru 10/31/21		Variance
Amenities								
Administrative:								
Property & Casualty Insurance	\$	23,481	\$	23,481	\$	22,100	\$	1,381
Payroll - Salaried	\$	109,551	\$	9,129	\$	8,939	\$	190
Payroll - Hourly	\$	80,084	\$	6,674	\$	6,483	\$	190
Payroll - Benefits	\$	32,126	\$	2,677	\$	2,487	\$	190
Payroll Taxes	\$	18,551	\$	1,546	\$	1,355	\$	190
Professional Services - Engineering	\$	51,486	\$	4,291	\$	4,100	\$	190
Professional Services - Information Technology	\$	250	\$	21	\$	150	\$	(129)
Travel & Per Diem	\$	150	\$	13	\$	-	\$	13
Training	\$	200	\$	17	\$	-	\$	17
Licenses & Permits	\$	400	\$	33	\$	-	\$	33
Subscriptions & Memberships	\$	500	\$	42	\$	27	\$	15
Office Supplies	\$	3,000	\$	250	\$	63	\$	187
Office Equipment	\$	2,000	\$	167	\$	-	\$	167
Communication - Telephone/Internet/TV	\$	10,000	\$	833	\$	897	\$	(63)
Internet/Telephone - Guard House	\$	3,600	\$	300	\$	203	\$	97
Cost Share Expense - Marshall Creek	\$	63,453	\$	-	\$	-	\$	-
Field:								
General Utilities	\$	83,000	\$	6,917	\$	3,438	\$	3,479
Refuse Removal	\$	3.000	\$	250	\$	250	\$	(0)
Security	\$	64,851	\$	5,404	\$	6,712	\$	(1,308)
Janitorial Services	\$	16,000	\$	1,333	\$	1,143	\$	190
Operating Supplies - Spa & Paper	\$	4,500	\$	375	\$	89	\$	286
Operating Supplies - Uniforms	\$	500	\$	42	\$	_	\$	42
Cleaning Supplies	\$	15,000	\$	1,250	\$	38	\$	1,212
Amenity Landscape Maintenance & Improvements	\$	24,000	\$	2,000	\$	-	\$	2,000
Gate Repairs & Maintenance	\$	2,500	\$	208	\$	-	\$	208
Guardhouse Maintenance	\$	2,500	\$	208	\$	-	\$	208
Dog Park Repairs & Maintenance	\$	3,650	\$	304	\$	-	\$	304
Park Mulch	\$	1,500	\$	125	\$	-	\$	125
Playground Repairs & Maintenance	\$	2,500	\$	208	\$	(30)	\$	238
Miscellaneous	\$	1,000	\$	83	\$	56	\$	230
Buildings Repairs & Maintenance	\$	15,000	\$	1,250	\$	989	\$	261
Pest Control	۰ ۶	2,500	\$ \$	208	\$ \$	- 202	\$ \$	201
Pools Maintenance - Contract	۰ ۶	15,000	\$ \$	1,250	\$ \$	- 1,129	\$ \$	121
	۰ ۶	10,000	\$ \$	833	\$ \$	330	\$ \$	503
Pools Repairs & Maintenance Pools Chemicals	۰ ۶		\$ \$	208	\$ \$	229	\$ \$	
	э \$	2,500 300	ծ \$	208	э \$	- 229	э \$	(21)
Signage & Amenity Repairs								
Special Events	\$	10,000	\$	833	\$	755	\$	78
Fitness:								
Professional Services - Outside Fitness	\$	52,872	\$	4,406	\$	4,216	\$	190
Fitness Equipment Repairs & Maintenance	\$	5,000	\$	417	\$	685	\$	(268)
Fitness Equipment Rental	\$	35,000	\$	2,917	\$	-	\$	2,917
Miniature Golf Course Maintenance	\$	750	\$	63	\$	-	\$	63
Miscellaneous Fitness Supplies	\$	6,300	\$	525	\$	181	\$	344
Capital Outlay - Machinery & Equipment	\$	6,400	\$	533	\$	-	\$	533
Total Amenities	\$	784,955	\$	81,624	\$	67,014	\$	14,610
Reserves								
	đ	110.000	¢		ď		¢	
Capital Reserve Transfer	\$	110,000	\$	-	\$	-	\$	-
Total Reserves	\$	110,000	\$	-	\$	-	\$	-
Total Expenditures	\$	1,658,677	\$	158,041	\$	130,507	\$	27,534
Excess Revenues (Expenditures)	\$	(57,207)			\$	(130,483)		
Fund Balance - Beginning	\$	57,207			\$	560,035		_
Fund Balance - Ending	\$	-	3		\$	429,552		

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Prorat	ed Budget		Actual		
		Budget	Thru	10/31/21	Thru	u 10/31/21	Ţ	Variance
Revenues:								
Special Assessments	\$	746,019	\$	-	\$	-	\$	-
Prepayments	\$	-	\$	-	\$	-	\$	-
Interest	\$	-	\$	-	\$	2	\$	2
Total Revenues	\$	746,019	\$	-	\$	2	\$	2
Expenditures:								
Series 2019 - A1								
Interest - 11/01	\$	92,578	\$	-	\$	-	\$	-
Special Call - 11/01	\$	-	\$	-	\$	-	\$	-
Interest - 05/01	\$	92,578	\$	-	\$	-	\$	-
Principal - 05/01	\$	340,000	\$	-	\$	-	\$	-
Special Call - 05/01	\$	-	\$	-	\$	-	\$	-
Series 2019 - A2								
Interest - 11/01	\$	51,650	\$	-	\$	-	\$	-
Special Call - 11/1	\$	-	\$	-	\$	-	\$	-
Interest - 05/01	\$	51,650	\$	-	\$	-	\$	-
Principal - 05/01	\$	115,000	\$	-	\$	-	\$	-
Special Call - 05/01	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	743,456	\$	-	\$	-	\$	-
Other Sources/(Uses)								
Transfer In	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (U	s \$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	2,563			\$	2		
Fund Balance - Beginning	\$	171,450			\$	439,398		
Fund Balance - Ending	\$	174,013			\$	439,400		

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prora	ted Budget		Actual		
	Budget	Thru	10/31/21	Thru	u 10/31/21	V	ariance
Revenues:							
Cost Share - Marshal Creek	\$ -	\$	-	\$	-	\$	-
Miscellaneous Income	\$ -	\$	-	\$	-	\$	-
Total Revenues	\$ -	\$	-	\$	-	\$	-
Expenditures:							
Capital Outlay	\$ 20,000	\$	1,667	\$	-	\$	1,667
Repair and Maintenance	\$ 20,000	\$	1,667	\$	-	\$	1,667
Other Current Charges	\$ 1,470	\$	123	\$	30	\$	93
Total Expenditures	\$ 41,470	\$	3,456	\$	30	\$	3,426
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$ 110,000	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$ 110,000	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$ 68,530			\$	(30)		
Fund Balance - Beginning	\$ 160,961			\$	159,266		
Fund Balance - Ending	\$ 229,491			\$	159,236		

Community Development District

Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ad	opted	Prorate	ed Budget		Actual		
	Bu	ıdget	Thru 1	0/31/21	Thr	u 10/31/21	Vai	riance
Revenues:								
Interest Income	\$	-	\$	-	\$	5	\$	5
Total Revenues	\$	-	\$	-	\$	5	\$	5
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	-			\$	5		
Fund Balance - Beginning	\$	-			\$	1,249,616		
Fund Balance - Ending	\$	-			\$	1,249,621		

Community Development District

Month to Month

		Oct		No	v	De	с	Jai	n	Fe	b	March	ı	Apr	il	Ma	ay	Ju	ne	j	uly	A	ug	Se	pt	Total
Revenues:								,									Č.			, 			0			
Assessments	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Fitness Center Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Cost Sharing - Marshall Creek Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Interest	\$	24	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	24
Miscellaneous Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Carry Forward Surplus	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
																									\$	-
Total Revenues	\$	24	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	24
Expenditures:																										
General & Administrative:																										
Supervisor Fees	\$	800	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	800
Engineering Fees	\$	331	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	331
District Counsel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Arbitrage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
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Trustee Fees	\$	-	\$	-	\$	-	\$	-	\$		\$		\$	-	\$		\$	-	\$	-	\$	-	\$		\$	_
District Management Fees	\$	3,542		-	\$		\$	-	\$		\$		\$		\$	-	\$	-	\$	-	\$		\$		s	3,542
Telephone	\$	166	\$	-	\$		\$	-	ŝ		\$		\$		\$	-	\$	-	\$	-	\$		ŝ		s	166
Postage	\$	215	\$		\$		\$	_	\$		\$		¢	_	\$		\$		\$	_	\$		\$		\$	215
Public Official Insurance	\$	3,803	\$		\$		\$	_	\$		\$		\$	_	\$		\$		\$	_	\$		ŝ		s	3,803
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Information Technology	\$	67		-		-	\$	-	-	-		-	\$	-	-	-		-		-	\$	-	\$	-	\$	67
Website Maintenance	\$	50		-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	50
Dues, Licenses & Subscriptions	\$	175	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	175
Total General & Administrative:	\$	14,887	\$		\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$		\$		\$	-	\$	-	\$	14,887
Operation and Maintenance																										
Electric	\$	5,204	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,204
Field Management Fees	\$	6,667	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,667
General Insurance	\$	5,123	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,123
Landscape Maintenance	\$	24,273	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	24,273
Landscape Improvements	\$	529	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	529
Lake Maintenance	\$	1,538	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,538
Fountain Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Irrigation Repairs & Maintenance	\$	4,024	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	4,024
Storm Clean-Up	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Field Repairs & Maintenance	\$	1,249	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	-	\$	1,249
Tree Removals	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
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Community Development District

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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 2022

				ON ROLL ASSE	SSMENTS	Gross Assessments Net Assessments	<pre>\$ 1,668,238.19 \$ 1,568,143.90</pre>	\$ 789,472.45\$ 742,104.10	\$ 2,457,710.64 \$ 2,310,248.00
							67.88%	32.12%	100.00%
								2019 Debt	
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Service Asmt	Total
11/4/21	1	\$28,737.55	(\$544.47)	(\$1,514.16)	\$0.00	\$26,678.92	\$18,109.05	\$8,569.87	\$26,678.92
, ,		·	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
	TOTAL	\$ 28,737.55	\$ (544.47)	\$ (1,514.16) \$	-	\$ 26,678.92	\$ 18,109.05	\$ 8,569.87	\$ 26,678.92

1%	Net Percent Collected
\$ 2,283,569.08	Balance Remaining to Collect

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2019

scal Year 2020	Requisition #	Contractor	Description		Requisition
11/15/10		England Thirse 2 Mailler	Investore 101227 101000 101020 Torffle Children Constituent - C.	~	0.000
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$	8,032.0
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	\$	8,090.0
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$	6,250.0
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$	4,495.0
1/6/20	6	Rick Arsenault Certified Pool Consultant, Inc.		\$	46,000.
1/6/20	7	Rick Arsenault Certified Pool Consultant, Inc.		\$	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.	· · · · ·	\$	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	\$	35,240.0
2/24/20	12	Rick Arsenault Certified Pool Consultant, Inc.		\$	46,000.0
2/26/20	13	Rick Arsenault Certified Pool Consultant, Inc.		\$	500.0
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$	5,034.0
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 -Back Flow Testing	\$	265.0
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$	6,790.8
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	\$	1,062.0
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	\$	16,357.0
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$	12,310.0
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	э \$	1,053.
7/31/20	23	Duval Asphalt	Invoice: 115207, 115805, 114427, 115066 - Project Construction Invoice: 21750 - Stripping - Layout Stripe Crosswalks	э \$	1,055.
	24 25	-		ծ \$,
8/7/20		Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod		24,722.
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$	7,888.0
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$	559.0
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	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$	2,570.
5/13/21	34	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.
2/1/20		Interest		\$	186.
3/1/20		Interest		\$	150.
3/10/20		Transfer from Lennar Homes		\$	79,820.
		Interest			65
4/1/20		Interest		\$	
4/1/20 5/1/20		Interest		\$ \$	11.
4/1/20 5/1/20 6/1/20		Interest Interest		\$ \$ \$	11. 12.
4/1/20 5/1/20 6/1/20 7/1/20		Interest Interest Interest		\$ \$ \$ \$	11. 12. 6.
4/1/20 5/1/20 6/1/20 7/1/20 8/1/20		Interest Interest Interest Interest		\$ \$ \$ \$	11. 12. 6.
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4/1/20 5/1/20 6/1/20 7/1/20 8/1/20 9/1/20 10/1/20 11/1/20 11/1/20		Interest Interest Interest Interest Interest Interest	Check returned from Hopping Green & Sams req # 29	\$ \$ \$ \$ \$ \$ \$ \$	11. 12. 6. 5. 5. 258.
4/1/20 5/1/20 6/1/20 7/1/20 8/1/20 9/1/20 10/1/20 11/1/20 11/1/20 11/24/20 12/1/20		Interest Interest Interest Interest Interest Interest Interest	Check returned from Hopping Green & Sams req # 29	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	11. 12. 6. 5. 5. 258. 5.
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4/1/20 5/1/20 6/1/20 7/1/20 8/1/20 9/1/20 10/1/20 11/1/20 11/24/20 12/1/20 1/1/21 2/1/21		Interest Interest Interest Interest Interest Interest Interest Interest Interest Interest Interest Interest	Check returned from Hopping Green & Sams req # 29	* * * * * * * * *	11. 12. 6. 5. 5. 258. 5. 5. 5. 4.
4/1/20 5/1/20 6/1/20 7/1/20 8/1/20 10/1/20 11/1/20 11/2/20 12/1/20 12/1/20 1/1/21 3/1/21		Interest Interest Interest Interest Interest Interest Interest Interest Interest Interest Interest Interest Interest Interest	Check returned from Hopping Green & Sams req # 29	* * * * * * * * * * *	11. 12. 6. 5. 5. 258. 5. 5. 5. 5. 5. 5. 5.
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4/1/20 5/1/20 6/1/20 7/1/20 8/1/20 9/1/20 10/1/20 11/1/20 11/1/20 11/1/20 11/1/20 11/1/20 11/1/20 11/1/20 11/1/21 2/1/21 5/1/21 5/1/21 5/1/21 9/1/21		Interest Interest	Project (Construction) Fund at 07/30/19 Interest Earned and Transfer thru 10/31/21	* * * * * * * * * * * * * * * * * * * *	11. 12. 6. 5. 5. 258. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5
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4/1/20 5/1/20 6/1/20 7/1/20 8/1/20 9/1/20 10/1/20 11/1/20 11/1/20 12/1/20 1/1/21 3/1/21 4/1/21 5/1/21 6/1/21 7/1/21 8/1/21 9/1/21		Interest Interest	Project (Construction) Fund at 07/30/19 Interest Earned and Transfer thru 10/31/21 Requisitions Paid thru 10/31/21 temaining Project (Construction) Fund	* * * * * * * * * * * * * * * * * * * *	11.1 12.4 6.4 5.7 5.4 5.5 5.5 5.5 5.5 5.5 5.5 5.5 5.5 5.5
4/1/20 5/1/20 6/1/20 7/1/20 8/1/20 9/1/20 10/1/20 11/1/20 11/1/20 11/1/20 11/1/20 11/1/20 11/1/20 11/1/20 11/1/21 2/1/21 5/1/21 5/1/21 5/1/21 9/1/21		interest int	Project (Construction) Fund at 07/30/19 Interest Earned and Transfer thru 10/31/21 Requisitions Paid thru 10/31/21 temaining Project (Construction) Fund Approved Projects (not yet funded)	* * * * * * * * * * * * * * * * * * * *	11.6 12.6 6.3 5.7 5.5 5.5 5.5 5.5 5.5 5.5 5.5 5.5 5.5
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4/1/20 5/1/20 6/1/20 7/1/20 8/1/20 9/1/20 10/1/20 11/1/20 11/1/20 12/1/20 1/1/21 3/1/21 4/1/21 5/1/21 6/1/21 7/1/21 8/1/21 9/1/21		Interest Int	Project (Construction) Fund at 07/30/19 Interest Earned and Transfer thru 10/31/21 Requisitions Paid thru 10/31/21 temaining Project (Construction) Fund Approved Projects (not yet funded) Amenity Expansion	* * * * * * * * * * * * * * * * * * * *	65.5 11.6 12.6.4 5.7 5.8 5.8 5.5 5.5 5.5 5.5 5.5 5.5



Sweetwater Creek Community Development District

Summary of Invoices

October 01, 2021 - October 31, 2021

Fund	Date	Check No.'s	Amount
General Fund			
	10/12/21	3581-3590	\$ 55,612.16
	10/13/21	3591	\$ 4,577.60
	10/26/21	3592-3596	\$ 66,219.69
			\$ 126,409.45
Amenity Fund			
	10/12/21	2024-2034	\$ 8,698.28
	10/13/21	2035-2036	\$ 19.16
	10/15/21	2037	\$ 20.22
	10/26/21	2038-2040	\$ 64,068.86
			\$ 72,806.52
Capital Reserve			
	10/12/21	3	\$ 1,733.32
ТОТ	AL		\$ 200,949.29

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER *** CHECK DATES 10/01/2021 - 10/31/2021 *** SWEETWATER CREEK - GENERAL BANK A GENERAL FUND	RUN 11/16/21	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
10/12/21 00075 10/07/21 10072021 202110 310-51300-11000 * 10/7/21 MEETING	200.00	
CHARLES USINA III		200.00 003581
10/12/21 00029 9/17/21 55 202110 300-11500-10000 * FY22 ASSESSM ROLL CERT	5,000.00	
GOVERNMENTAL MANAGEMENT SERVICES		5,000.00 003582
10/12/21 00014 9/28/21 125247 202108 310-51300-31500 * AUG GENERAL REP	1,675.76	
HOPPING GREEN & SAM 10/12/21 00084 10/04/21 350 202109 310-51300-31500 *		1,675.76 003583
10/12/21 00084 10/04/21 350 202109 310-51300-31500 *	12,639.51	
SEPT GENERAL COUNSEL KE LAW GROUP		12,639.51 003584
10/12/21 00085 7/14/21 997440 202107 320-53800-47301 *	1,200.00	
PRESSURE WASHED 9/13/21 997444 202109 320-53800-47303 *	2,000.00	
PLAY GROUND RPR & MAINT MY CLEAN ROOF LLC		3,200.00 003585
10/12/21 00051 10/07/21 10072021 202110 310-51300-11000 *	200.00	
10/7/21 MEETING ROBERT LISOTTA		200.00 003586
10/12/21 00071 10/01/21 18 202110 320-53800-12100 *	6,666.67	
OCT CONTRACT ADMIN RIVERSIDE MANAGEMENT SERVICES		6,666.67 003587
10/12/21 00018 10/07/21 10072021 202110 310-51300-11000 *	200.00	
10/7/21 MEETING SCOTT MCNARY		200.00 003588
SCOTT MCNARY 10/12/21 00040 10/07/21 10072021 202110 310-51300-11000 *		
10/07/21 MEETING		200 00 003589
STEPHEN J HANDLER 10/12/21 00035 7/15/21 JAX24466 202107 320-53800-46200 *	13,005,87	
JULY LANDSCAPE MAINT	13,003.07	
8/10/21 JAX25265 202108 320-53800-47300 * IRRIGATION REPAIRS	10,235.54	
8/10/21 JAX25265 202108 320-53800-47300 * IRRIGATION REPAIRS	423.00	
8/10/21 JAX25265 202108 320-53800-47300 * IRRIGATION REPAIRS	467.50	

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER C 10/01/2021 - 10/31/2021 *** SWEETWATER CREEK - GENERAL BANK A GENERAL FUND	HECK REGISTER	RUN 11/16/21	PAGE 2
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	8/10/21 JAX25265 202108 320-53800-47300	*	499.75	
	IRRIGATION REPAIRS 10/07/21 JAX27517 202110 320-53800-46400	*	528.56	
	LANDSCAPE ENHANCEMENT COR 10/08/21 JAX27575 202110 320-53800-47300 IRRIGATION REPAIRS	*	470.00	
	YELLOWSTONE LANDSCAPE			25,630.22 003590
10/13/21 00029	10/01/21 56 202110 310-51300-34000	*	3,541.67	
	MANAGEMENT FEES OCT21 10/01/21 56 202110 310-51300-35200	*	50.00	
	WEBSITE ADMIN OCT21 10/01/21 56 202110 310-51300-35100	*	66.67	
	INFORMATION TECH OCT21 10/01/21 56 202110 310-51300-31300	*	416.67	
	DISSEMINATION FEE OCT21 10/01/21 56 202110 310-51300-49000	*	4.84	
	OFFICE SUPPLIES 10/01/21 56 202110 310-51300-42000	*	214.70	
	POSTAGE 10/01/21 56 202110 310-51300-42500	*	117.00	
	COPIES 10/01/21 56 202110 310-51300-41000	*	166.05	
	TELEPHONE GOVERNMENTAL MANAGEMENT SERVICES			4,577.60 003591
	10/01/21 85020 202110 310-51300-54000	*	175.00	
	FY22 SPECIAL DISTRICT FEE DEPARTMENT OF ECONOMIC OPPORTUNIT	Y		175.00 003592
10/26/21 00042	10/15/21 7 202110 310-51300-49000	*		
	SE2019A-1 AMORT SCHEDULE 10/15/21 7 202110 310-51300-49000	*	100.00	
	SE2019A-2 AMORT SCHEDULE DISCLOSURE SERVICES LLC			200.00 003593
10/26/21 00011	10/06/21 199721 202109 310-51300-31100	*	330.68	
	CUP PERMIT/WATER READINGS 10/06/21 199722 202109 310-51300-31100	*	1,758.50	
	SEPT PROFESS SERVICES 10/06/21 199723 202109 310-51300-31100	*	7,180.25	
	SEPT COM AREA ANALYSIS ENGLAND-THIMS & MILLER, INC			9,269.43 003594
10/26/21 00025	9/30/21 I0337723 202109 310-51300-48000 BOS FY22 MTG SCHED 9/22	*	107.70	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPA *** CHECK DATES 10/01/2021 - 10/31/2021 *** SWEETWATER CREEK - GENER BANK A GENERAL FUND		RUN 11/16/21	PAGE 3
CHECK VEND#INVOICEEXPENSED TO VENDOR NA DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	ME STATUS	AMOUNT	CHECK AMOUNT #
9/30/21 10337744 202109 310-51300-48000 NOTICE OF MEETING 9/13/21	*	197.45	
9/30/21 10337909 202109 310-51300-48000 NOTICE OF MEETING 9/27/21	*	94.24	
THE ST. AUGUSTINE REC	CORD		399.39 003595
10/26/21 00035 8/10/21 JAX25265 202109 320-53800-46400 INSTALL TREES	*	39,410.00	
8/15/21 JAX25389 202108 320-53800-46200 AUG LANDSCAPE MAINTENANCE	*	16,765.87	
YELLOWSTONE LANDSCAPE			56,175.87 003596
TC)TAL FOR BANK A	126,409.45	
т	TAL FOR REGISTER	126,409.45	

10/12/21 00010 9/15/21 90539742 202109 330-53800-52001 * 369.13 LIGHTS FOR POOL DECK GRAINGER 369.13 10/12/21 00014 10/06/21 H480-76 202109 330-53800-52100 * 1,000.00 CLEANING UPS LLOYD'S EXERCISE EQUIPMENT LLC 1,000.00 10/12/21 00016 9/20/21 LANDSCAP 202108 330-53800-46200 * 2,000.00 AUG LANDSCAPE SERVICES 9/30/21 LANDSCAPE SERVICES * 2,000.00 SEPT LANDSCAPE SERVICES * 2,000.00	AP300R *** CHECK DATES	10/01/20	YEAR-TO-DATE 21 - 10/31/2021 *** S B	ACCOUNTS PA WEETWATER (ANK B AMEN]	AYABLE PREPAID/COMPUTER CREEK - POOL ITY	CHECK REGISTER	RUN 11/16/21	PAGE 1
CLEANING SUPPLIES Supplet Supplets 43.21 PAPER TORELS 9/02/21 41-22665 (20109 330-53800-52200 * 24.85 9/16/21 41-22765 202109 330-53800-52200 * 86.42 9/30/21 41-22765 202109 330-53800-52200 * 160.94 JANNTORIAL SUPPLIES DONNEY'S JANITORIAL SUPPLIES 455.49 00202 10/12/21 00080 9/21/21 706984 202109 330-53800-44400 * 12.00 00202 10/12/21 00096 9/01/21 1070 202109 330-53800-44000 * 13.02 00202 10/12/21 00096 9/01/21 1070 202109 330-53800-44000 * 12.00 00202 10/12/21 00096 9/01/21 1070 202109 330-53800-44000 * 513.32 00202 10/12/21 00016 9/15/21 90539742 202109 330-53800-52001 * 369.13 00202 10/12/21 00014 10/06/21 H400-76 202108 330-53800-52100 * 1,000.00 02022 10/12/21 00014 10/06/21 H400-76 202108 330-53800-46200 * 2,000.00 2 10/12/21 00016 9/20/21 LANBCAPE SERVICES	CHECK VEND# DATE	INV DATE	OICEEXPENSED TO INVOICE YRMO DPT ACCT#	SUB SUBCLA	VENDOR NAME ASS	STATUS	AMOUNT	
9/02/21 41-22610 202109 330-53800-52200 * 43.21 9/16/21 41-22696 202109 330-53800-52100 * 86.42 9/16/21 41-22696 202109 330-53800-52200 * 86.42 9/30/21 41-227896 202109 330-53800-52200 * 160.94 JANITOSILE DUPLIES DOWNEY'S JANITORIAL SUPPLIES 455.49 00202 10/12/21 00080 9/21/21 706984 202109 330-53800-48400 * 12.00 00202 10/12/21 00096 9/01/21 1070 202109 330-53800-44000 * 513.32 10/12/21 00010 9/15/21 90539742 202109 330-53800-52001 * 369.13 00202 10/12/21 00010 9/15/21 90539742 202109 330-53800-52001 * 1,000.00 02020 10/12/21 00014 10/06/21 H480-76 202109 330-53800-52100 * 1,000.00 02020 10/12/21 00014 10/06/21 H480-76 202109 330-53800-4200	10/12/21 00005	9/02/21				*	140.07	
9/16/21 41-22696 202109 330-53800-52000 * 24.85 9/16/21 41-22696 202109 330-53800-52200 * 86.42 0/10/12/21 00080 9/21/21 706984 202109 330-53800-52200 * 160.94 10/12/21 00080 9/21/21 706984 202109 330-53800-48400 * 12.00 10/12/21 00096 9/21/21 706984 202109 330-53800-44000 * 513.32 10/12/21 00096 9/01/21 1070 202109 330-53800-44000 * 513.32 10/12/21 00010 9/15/21 90539742 202109 330-53800-42010 * 369.13 10/12/21 00010 9/15/21 90539742 202109 330-53800-52001 * 369.13 10/12/21 00010 9/15/21 90539742 202109 330-53800-52001 * 1,000.00 10/12/21 00014 10/06/21 H480-76 202109 330-53800-52100 * 1,000.00 10/12/21 00016 9/20/21 LANDSCAP 202108 330-53800-46200 * 2,000.00 10/12/21 00016 9/20/21 LANDSCAP 202108 330-53800-46200 * 2,000.00 10/12/21 00016 9/30/21 LANDSCAPE SERVICES 4000.00 02020 10/12/21 00016 9/13/21 BE-28873 202109 330-53800-51000 * 287.50 MARSHALL CREEK CDD 287.5		9/02/21	41-22610 202109 330-53800-	52200		*	43.21	
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GRAINGER 369.13 00202 10/12/21 00014 10/06/21 H480-76 202109 330-53800-52100 * 1,000.00 CLEANING UPS LLOYD'S EXERCISE EQUIPMENT LLC 1,000.00 00202 10/12/21 00016 9/20/21 LANDSCAP 202108 330-53800-46200 * 2,000.00 AUG LANDSCAP 202109 330-53800-46200 * 2,000.00 SEPT LANDSCAPE SERVICES 4,000.00 00202 9/30/21 LANDSCAPE SERVICES 4,000.00 00202 10/12/21 0016 9/13/21 BB-28873 202109 330-53800-45100 * 287.50 MARSHALL CREEK CDD 287.50 00203 287.50 00203 10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 * 100.24 FITNESS CENTER BUS VOICE 9/27/21 BB-13064 202109 330-53800-41100 * 103.39	10/12/21 00010	9/15/21	90539742 202109 330-53800-				369.13	
10/12/21 00014 10/06/21 H480-76 202109 330-53800-52100 * 1,000.00 CLEANING UPS LLOYD'S EXERCISE EQUIPMENT LLC 1,000.00 00202 10/12/21 00016 9/20/21 LANDSCAP 202108 330-53800-46200 * 2,000.00 AUG LANDSCAPE SERVICES 9/30/21 LANDSCAP 202109 330-53800-46200 * 2,000.00 SEPT LANDSCAPE SERVICES 9/30/21 LANDSCAPE SERVICES * 2,000.00 10/12/21 00016 9/13/21 BB-28873 202109 330-53800-51000 * 287.50 MARSHALL CREEK CDD 287.50 287.50 10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 * 100.24 FITNESS CENTER BUS VOICE 9/27/21 BB-13064 202109 330-53800-41100 * 103.39 LOY12/21 00016 9/27/21 BB-13064 202109 330-53800-41100 * 103.39			LIGHTS FOR POOL DECK	GRAINGER				369.13 002027
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10/12/21 00016 9/20/21 LANDSCAP 202108 330-53800-46200 AUG LANDSCAPE SERVICES * 2,000.00 9/30/21 LANDSCAP 202109 330-53800-46200 SEPT LANDSCAPE SERVICES * 2,000.00 10/12/21 00016 9/13/21 BB-28873 202109 330-53800-51000 M.BROADUS ADVRT INV 28873 * 287.50 10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 FITNESS CENTER BUS VOICE * 100.24 10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 LAS CALINAS GUARDHOUSE * 103.39			CLEANING UPS	LLOYD'S I	EXERCISE EQUIPMENT LLC			1,000.00 002028
9/30/21 LANDSCAP 202109 330-53800-46200 * 2,000.00 SEPT MARSHALL CREEK CDD 4,000.00 00202 10/12/21 00016 9/13/21 BB-28873 202109 330-53800-51000 * 287.50 MARSHALL CREEK CDD 287.50 287.50 MARSHALL CREEK CDD 287.50 00203 10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 * 100.24 FITNESS CENTER BUS VOICE * 103.39 9/27/21 BB-13064 202109 330-53800-41100 * 103.39	10/12/21 00016	9/20/21	LANDSCAP 202108 330-53800-	46200		*	2,000.00	
MARSHALL CREEK CDD 4,000.00 00202 10/12/21 00016 9/13/21 BB-28873 202109 330-53800-51000 M.BROADUS ADVRT INV 28873 * 287.50 MARSHALL CREEK CDD 287.50 00203 10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 FITNESS CENTER BUS VOICE 9/27/21 BB-13064 202109 330-53800-41100 * 100.24 103.39 LAS CALINAS GUARDHOUSE * 103.39		9/30/21	LANDSCAP 202109 330-53800-	46200		*	2,000.00	
10/12/21 00016 9/13/21 BB-288/3 202109 330-53800-51000 * 287.50 M.BROADUS ADVRT INV 28873 MARSHALL CREEK CDD 287.50 00203 10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 * 100.24 FITNESS CENTER BUS VOICE 9/27/21 BB-13064 202109 330-53800-41100 * 103.39 LAS CALINAS GUARDHOUSE * 103.39			SEPI LANDSCAPE SERVICES	MARSHALL	CREEK CDD			4,000.00 002029
MARSHALL CREEK CDD 287.50 00203 10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 * 100.24 FITNESS CENTER BUS VOICE 9/27/21 BB-13064 202109 330-53800-41100 * 103.39 LAS CALINAS GUARDHOUSE * 103.39	10/12/21 00016		BB-788/2 707108 220-22800-	51000		*	287.50	
10/12/21 00016 9/27/21 BB-13064 202109 330-53800-41000 * 100.24 FITNESS CENTER BUS VOICE 9/27/21 BB-13064 202109 330-53800-41100 * 103.39 LAS CALINAS GUARDHOUSE			M.BROADUS ADVRI INV 20073	MARSHALL	CREEK CDD			287.50 002030
9/27/21 BB-13064 202109 330-53800-41100 * 103.39 LAS CALINAS GUARDHOUSE	10/12/21 00016	9/27/21	BB-13064 202109 330-53800-	41000		*	100.24	
MARSHALL CREEK CDD 203.63 00203			BB-13064 202109 330-53800-			*	103.39	
			TAS CALINAS GOARDHOUSE	MARSHALL	CREEK CDD			203.63 002031
10/12/21 00019 10/01/21 13129560 202110 330-53800-52000 * 1,128.96 OCT POOL CHEMICALS		10/01/21	13129560 202110 330-53800-			*	1,128.96	
				POOLSURE				1,128.96 002032

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGI *** CHECK DATES 10/01/2021 - 10/31/2021 *** SWEETWATER CREEK - POOL BANK B AMENITY	STER RUN 11/16/21	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
10/12/21 00108 9/24/21 21543 202109 340-53800-34400 * TRAPPING SERVICE/MONITOR	600.00	
QUICK CATCH INC		600.00 002033
10/12/21 00041 9/17/21 7858084 202109 340-53800-34400 * SEPT PEST CONTROL	68.25	
TURNER PEST CONTROL		68.25 002034
10/12/21 00042 10/01/21 337581 202110 330-53800-41000 * MONITORING 10/1-12/31	60.00	
VILLAGE KEY & ALARM INC		60.00 002035
10/13/21 00109 9/07/21 09072021 202109 330-53800-51000 * REIMBURS FOR CLOCK	19.16	
ANNA-CHARLOTTE HANDLER		19.16 002036
10/15/21 00109 9/30/21 09302021 202110 330-53800-51000 * REIMBURS FOR GAVEL/CLOCK	20.22	
ANNA-CHARLOTTE HANDLER		20.22 002037
10/26/21 00080 10/01/21 707380 202110 300-15500-10000 * MONITORING 11/1 - 11/30	6,718.28	
ENVERA		6,718.28 002038
10/26/21 99999 10/26/21 VOID 202110 000-00000-00000 C	.00	
******INVALID VENDOR NUMBER*****		.00 002039
10/26/21 00016 9/01/21 09012021 202109 330-53800-12000 * PAYROLL-SALARIED	8,989.48	
9/01/21 09012021 202109 330-53800-13000 * PAYROLL-HOURLY	6,295.40	
9/01/21 09012021 202109 340-53800-34500 * PROFSRV-OUTSIDE FITNESS	4,266.90	
9/01/21 09012021 202109 330-53800-23000 * PAYROLL-BENEFITS	2,428.12	
9/01/21 09012021 202109 330-53800-21000 * PAYROLL TAXES	1,348.65	
9/01/21 09012021 202109 330-53800-31100 * PROFSERV-ENGINEERING	3,944.32	
9/01/21 09012021 202109 330-53800-35200 * PROFSERV-INFO TECH	10.90	
9/01/21 09012021 202109 330-53800-46500 * PAYROLL-JANITORIAL	1,194.23	
10/01/21 10012021 202110 330-53800-12000 * PAYROLL-SALARIED	8,938.79	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/16/21 PAGE 3
*** CHECK DATES 10/01/2021 - 10/31/2021 *** SWEETWATER CREEK - POOL
BANK B AMENITY

CHECK VEND# DATE	DATE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
		202110 330-53800-13000 -HOURLY	1	*	6,483.21	
	10/01/21 10012021	202110 340-53800-34500 V-OUTSIDE FITNESS		*	4,215.54	
	10/01/21 10012021	202110 330-53800-23000 BENEFITS	1	*	2,486.71	
		202110 330-53800-21000)	*	1,355.46	
	10/01/21 10012021	202110 330-53800-31100 V-ENGINEERING	1	*	4,100.04	
	10/01/21 10012021	202110 330-53800-35200 V-INFO TECHNOLOGY		*	149.97	
	10/01/21 10012021	202110 330-53800-46500 JANITORIAL		*	1,142.86	
		MAR	SHALL CREEK CDD			57,350.58 002040
			TOTAL FO	R BANK B	72,806.52	

TOTAL FOR	BANK B	/2,806.52
TOTAL FOR	REGISTER	72,806.52

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COD *** CHECK DATES 10/01/2021 - 10/31/2021 *** SWEETWATER CREEK-CAPITAL RSR BANK A CAPITAL PROJECT FUND		N 11/16/21	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/12/21 00003 9/23/21 12489 202109 600-58400-60000 RESURFACE BBALL COURTS SPORT SURFACES	*	1,733.32	1,733.32 000003
TOTAL	FOR BANK A	1,733.32	
TOTAL	FOR REGISTER	1,733.32	

SWCC SWEETWATER CRK BPEREGRINO

SIXTH ORDER OF BUSINESS

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES BETWEEN SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT AND BASHAM & LUCAS DESIGN GROUP, INC.

This Professional Architectural Services Agreement ("Agreement") is made and entered into this _____ day of _____ 2021, by and between:

Sweetwater Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Augustine, Florida, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida (the "District"); and

Basham & Lucas Design Group, Inc., a Florida corporation, with a mailing address of 7645 Gate Parkway, Suite 101, Jacksonville, Florida 32256 (the "Design Professional", together with District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the Design Professional has since submitted a proposal to provide architectural, design and planning services (the "Architect and Design Services") to the District in connection with the District's amenity center design project; and

WHEREAS, having reviewed the proposal of the Design Professional, the District's Board of Supervisors (the "Board") has determined that the Design Professional is qualified to provide the Architect and Design Services and has authorized negotiation of a contract; and

WHEREAS, the District intends to employ the Design Professional to perform Architect and Design Services and such other work as defined in separate work authorizations; and

WHEREAS, the Design Professional shall serve as the District's professional representative in the design, preparation of plans, estimation of construction costs, and installation oversight of the construction of hardscape, landscape and amenity improvements, and related infrastructure, and will give consultation and advice to the District during the performance of these services, as authorized in each case where services are sought.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1. SCOPE OF SERVICES

A) The Design Professional will provide Architect and Design Services to the District relating to design, preparation of plans, estimation of construction costs, and installation oversight of the

construction of hardscape, landscape and amenity improvements, monumentation and related infrastructure. The Design Professional's general services for the District include:

- 1. Preparation of any necessary plans, reports, permits, designs and applications.
- 2. Attendance at meetings of the District's Board, as requested.
- 3. Meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
- 4. Performance of any other related professional services as requested by the Board.
- B) The Design Professional shall, when authorized by the Board, prepare or cause to be prepared plans, designs, construction documents and specifications for the construction of amenity center improvements, hardscape, landscape, monumentation, and other related improvements as directed by the Board. This may also include providing assistance in drafting forms, proposals and contracts; issuance of certificates of construction and payment; assisting in and/or supervising the bidding processes; and any other related activity required by the Board and agreed to by the Design Professional.
- C) The Design Professional shall, when authorized by the Board and agreed to by the Design Professional, provide general services during the construction phase including, but not limited to:
 - 1. Periodic visits to the site, or full-time construction management services, as directed by the District.
 - 2. Processing of the Design Professional's pay estimates.
 - 3. Final inspection and requested certificates for construction including the final certification of completion.
 - 4. Consultation and advice during construction, including performing all roles and actions required by any construction contract between the District and any Design Professional in which the Design Professional is named as owner's representative or Architect.
 - 5. Any other activity required by the Board.

ARTICLE 2. METHOD OF AUTHORIZATION

Each service or task shall be authorized in writing by the District. Written authorization for any work shall be incorporated in a Work Authorization set forth in **Exhibit A**, attached hereto and incorporated herein by reference, which shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract, if any, shall be at the sole option of the District.

ARTICLE 3. COMPENSATION

It is understood and agreed that the compensation to the Design Professional for services shall be in accordance with this contract. At the District's sole discretion, either of the following methods shall be utilized:

A) Hourly Personnel Rates. For services or projects where the scope of services is not clearly

defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, Design Professional shall be compensated in accordance with the hourly rates set forth in **Exhibit B**, attached hereto and incorporated herein by reference. To the extent there is any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control. The work to be performed under the hourly rate schedule shall be stipulated in a Work Authorization which defines the scope of services authorized. Hourly rate schedules may be adjusted as agreed to by the parties every twelve (12) months from the date of execution of this Agreement.

- B) <u>Lump-Sum Amount or Cost-Plus-a-Fixed-Fee Amount.</u> The District and Design Professional may mutually agree to a lump-sum amount or cost-plus-a-fixed-fee amount for services to be rendered payable in proportion to the work accomplished. Such a lump-sum or cost-plus-afixed-fee agreement shall be set forth in a separate written agreement or Work Authorization approved by the Board. A lump-sum or cost-plus-a-fixed-fee agreement may contain provisions which are different than the provisions contained herein and may be written to encompass the entire agreement of the Parties for the particular scope of services defined in the lump-sum agreement.
- C) <u>Truth in Negotiation Certificate.</u> For any lump-sum or cost-plus-a-fixed-fee architectural contract entered into between the District and the Design Professional, over the threshold amount contained in section 287.017, *Florida Statutes*, for Category Four, as amended, Design Professional shall provide the District with a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

ARTICLE 4. PAYMENTS

The District shall provide payment within forty-five (45) days of receipt of invoices or as may be required by Florida's Prompt Payment Act. Each invoice will be accompanied by a description of the activities completed during the representative period.

ARTICLE 5. REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by Design Professional, its employees, or its previously-approved consultants in the interest of the project for the incidental expenses listed as follows:

A) Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for efforts to secure approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and the District's travel policy.

B) Expenses incurred in the reproduction, postage, expedited delivery fees, and handling of drawings and specifications except those used for in-house purposes.

ARTICLE 6. SPECIAL CONSULTANTS

Should a need arise for the Design Professional to retain special consultants, the terms and conditions of such retention, including but not limited to compensation and reimbursement issues, shall be negotiated by the Design Professional and the District, and then reduced to a writing signed by the Design Professional and the District's authorized representative.

ARTICLE 7. ACCOUNTING RECORDS

Records of the Design Professional pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, the Design Professional acknowledges that the provisions of Articles 11 and 15 of this agreement may apply to these records.

ARTICLE 8. REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Design Professional pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by any person other than the District. All documents including drawings and specifications furnished by the Design Professional to the District are subject to reuse by the District in accordance with section 287.055(10), *Florida Statutes*, subject to a mutually agreeable fee for reuse of such documents. The Design Professional reserves the right to reuse the individual components and architectural details contained in the drawings and specifications furnished to the District that are standard to the industry.

ARTICLE 9. ESTIMATE OF COST

The budget for each project shall be determined in the schematic design phase and documented in the appropriate Work Authorization as described in Article 2. In the event the construction bid is higher than the budgeted amount, the Design Professional will review value engineering proposals, without additional cost to the District, until the cost is at or below the budgeted amount. If, after schematic design phase, the District requests changes to design that will affect the budgeted amount, the Design Professional will provide documentation to the District of the adjusted budget amount prior to the commencement of such work. Revisions to the construction documents, if required, will be provided by the Design Professional on a time and material basis.

Since neither the Design Professional nor the District has control over the cost of labor, materials or equipment or over the Design Professional's methods of determining prices, or over competitive bidding or market conditions, the Design Professional's opinions of probable cost provided as a service hereunder, if any, are to be made on the basis of the Design Professional's experience and

qualifications and represent the Design Professional's best judgment as a design professional familiar with the construction industry.

ARTICLE 10. INSURANCE

The Design Professional shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	<u>Statutory</u>
General Liability Bodily Injury (including contractual) Property Damage (including contractual)	\$1,000,000/\$1,000,000 \$1,000,000/\$1,000,000
Automobile Liability (if applicable) Bodily Injury Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000/\$2,000,000

The District, its officers, supervisors, agents, staff, employees, and representatives shall be named as additional insured parties. Design Professional shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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

ARTICLE 11. CONTINGENT FEE PROHIBITED

The Design Professional agrees that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design Professional, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 12. AUDIT

The Design Professional agrees that the District or any of its duly authorized representatives shall, until the expiration of five (5) years after expenditure of funds under this Agreement, have access

to and the right to examine any books, documents, papers and records of the Design Professional involving transactions related to the Agreement. The Design Professional agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or as required by applicable Florida record retention laws, whichever occurs later.

ARTICLE 13. INDEMNIFICATION

A) Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B) Design Professional, its employees, agents, designees and subcontractors shall defend, hold harmless and indemnify the District and District's directors, officers, staff, employees, and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and costs, to the extent caused by the acts or omissions of Design Professional, and other persons employed or utilized by Design Professional in the performance of this Agreement or the work or services performed hereunder up to the amount of Two Million Dollars (\$2,000,000). By executing this Agreement, Design Professional agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

ARTICLE 14. LIMITATION OF DISTRICT'S LIABILITY

The Design Professional and District agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to section 768.28, *Florida Statutes*, or any other statute or law.

ARTICLE 15. NO THIRD-PARTY BENEFITS

Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 16. PUBLIC RECORDS

The Design Professional understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Design Professional agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Design Professional acknowledges that the designated public records custodian for the District is **Ernesto Torres** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Design Professional shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public

records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Design Professional does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Design Professional's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Design Professional, the Design Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DESIGN PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DESIGN PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, ETORRES@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA.

ARTICLE 17. EMPLOYMENT VERIFICATION

The Design Professional agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 18. CONTROLLING LAW

The Design Professional and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for the resolution of any disputes hereunder shall be St. Johns County, Florida.

ARTICLE 19. ASSIGNMENT

Neither the District nor the Design Professional shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other.

ARTICLE 20. AMENDMENT

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

ARTICLE 21. TERMINATION OF AGREEMENT

The District agrees that the Design Professional may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Design Professional agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Design Professional. The District shall provide thirty (30) days'

written notice of termination without cause.

At such time as the Design Professional receives notification of the intent of the District to terminate the Agreement, the Design Professional shall not perform any further services unless directed to do so by the Board. Upon any termination of this Agreement, and as the Design Professional's sole and exclusive remedy for any termination hereunder, the Design Professional shall be entitled to payment for all services actually rendered to the date of termination and all reimbursable expenses incurred to the date of termination, subject to whatever claims or off sets the District may have against the Design Professional.

ARTICLE 22. RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

ARTICLE 23. E-VERIFY

The Design Professional shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Design Professional shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Design Professional has knowingly violated Section 448.091, *Florida Statutes*.

If the Design Professional anticipates entering into agreements with a subcontractor for the Work, Design Professional will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Design Professional shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Design Professional has otherwise complied with its obligations hereunder, the District shall promptly notify the Design Professional. The Design Professional agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Design Professional or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Design Professional represents that no public employer has terminated a contract with the Design Professional under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement

ARTICLE 23. ACCEPTANCE

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Design Professional in the spaces provided below. This Agreement may be signed in any number of counterparts, and electronic signatures may be used to sign this Agreement.

ARTICLE 24. AUTHORIZATION

The parties represent that the execution of this Agreement has been duly authorized by the appropriate body or official of the District and Design Professional, both the District and Design Professional have complied with all the requirements of law, and both the District and Design Professional have full power and authority to comply with the terms and provisions of this instrument.

ARTICLE 25. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

BASHAM & LUCAS DESIGN GROUP, INC.

By:______ Its:_____

Exhibit A: Form of Work Authorization Exhibit B: Schedule of Rates

Exhibit A

WORK AUTHORIZATION #___

_____, 2021

Sweetwater Creek Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092

Subject: Work Authorization Number __, Sweetwater Creek Community Development District

Dear Chairperson, Board of Supervisors:

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

I. Scope of Work. Sweetwater Creek Community Development District ("District") hereby engages the services of Design Professional to perform the work described in **Attachment A**, attached hereto.

II. Fees. The District will compensate Design Professional in accordance with the terms of the Agreement and **Attachment A**.

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

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

Sincerely,

Authorized Representative of Basham & Lucas Design Group, Inc.

APPROVED AND ACCEPTED

By:

Authorized Representative of Sweetwater Creek Community Development District

Date:

Attachment A: Scope of Work

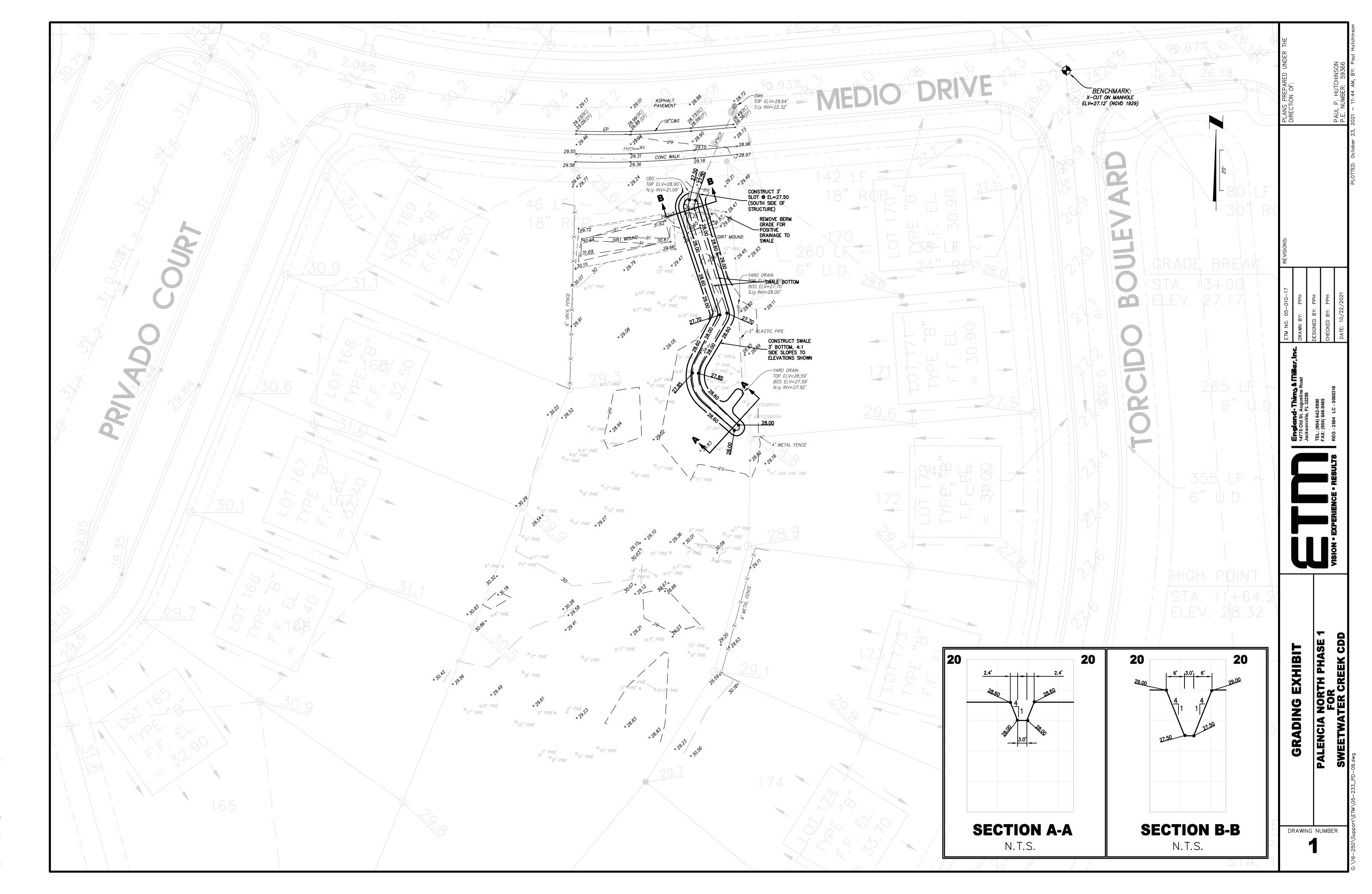
Attachment A

[to be added to each work authorization]

EXHIBIT B Schedule of Rates

[to be provided by Design Professional]

EIGHTH ORDER OF BUSINESS



TENTH ORDER OF BUSINESS



WORK AUTHORIZATION NO. 11 SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

CONTINUING SERVICES

Scope of Work

Stormwater Needs Analysis

England-Thims & Miller, Inc. shall prepare a 20-year stormwater needs analysis for the Sweetwater Creek CDD to be completed by June 30, 2022. It is our understanding that the stormwater needs analysis is a requirement of the passage of House Bill 53, Section 403.9302, Florida Statutes. Since this a new requirement and will require coordinating our efforts with the District Manager to provide the analysis, we are proposing to perform this work on an hourly basis with an estimated, not to exceed budget, without prior authorization.

Fee Hourly Rates (Estimated Budget - \$25,000.00) Not to Exceed without prior authorization

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Approval Submitted by:

ENGLAND-THIMS & MILLER, INC.

Approved by:

Date:_____

Date:_"/15/21

Sweetwater Creek Community Development District

ENGLAND-THIMS & MILLER, INC. HOURLY FEE SCHEDULE - 2021

Principal – CEO/CSO/President	\$265.00/Hr.
Principal – Vice President	\$245.00/Hr.
Senior Engineer	\$195.00/Hr.
Engineer	
Project Manager	
Assistant Project Manager	
Senior Planner	
Planner	
CEI Project Manager	\$165.00/Hr.
CEI Senior Inspector	
CEI Inspector	\$120.00/Hr.
Senior Landscape Architect	\$168.00/Hr.
Landscape Architect	\$150.00/Hr.
Senior Graphics Technician	\$149.00/Hr.
GIS Programmer	\$160.00/Hr.
GIS Analyst	\$133.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$151.00/Hr.
Engineering/Landscape Designer	\$131.00/Hr.
CADD/GIS Technician	\$121.00/Hr.
Administrative Support	\$84.00/Hr.
Accountant	\$102.00/Hr.

D.

12/2/2021

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 December 2, 2021

To: The Board of Supervisors

From: Jerry Lambert Field Operations Manager

RE: Sweetwater Creek Operations Report – December 2, 2021

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

Completed Projects

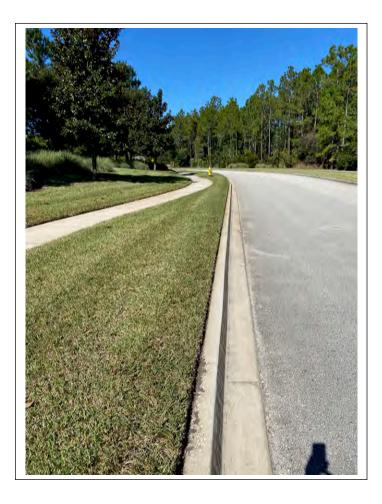


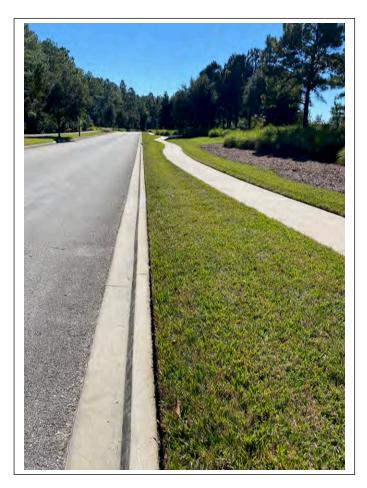


• The corners of Pantano Vista Way & Rio Del Norte were enhanced with flowers, shrubs, and grasses



Completed Projects





• 4,200 feet of roads and sidewalks were pressure washed throughout the community in November

Completed Projects



• Dog pot stations were installed throughout the community on 11/17

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– Scheduled for February 2022



Action Items 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			Site plan with locations has been provided by FP&L - wiring has been installed. Delayed due to fiberglass pole shortage.				
Multiple Side walk concrete repairs			A+ Concrete will be out to repair at their first availability				
Ensenada Park - Resurface basketball court			Quote from Sport Surfaces was approved - Scheduled for February 2022.				
Ensenada Park - Have bushes by the road trimmed down 1 foot							
Ensenada Park - Add pull up bars at the playground			*This was an owner request				
Ensenada Park - Add fence between playground and pond			*This was an owner request - Concerned for small children running towards pond				
Have additional flowers added to bare beds on Ensenada Drive	11/12/21	JL/Duval					
Replace address labels on cluster mailboxes	10/21/21	CG	Completed - New individual box # labels have been ordered				
4 park benches for placement by pond on Rincon Drive			Ordered by CG - Delivery expected between November 17th & December 9th				
Obtain proposal for Magnetic Gate Operating System	10/27/21	CG	Quote provided by Envera				

Gloriette/Antolin Obtain proposals for Basketball Court, Bocce Ball Court and Dog Park	One (1) quote received: Sport Surfaces- Two more to be obtained
Obtain Bollard for Glorieta Road and Vale Dr	Researching options

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