

*Sweetwater Creek  
Community Development District*

*Agenda*

*October 7, 2021*

## *AGENDA*

*Sweetwater Creek*  
*Community Development District*  
*Revised Meeting Agenda*

Thursday  
October 7, 2021  
4:00 p.m.

625 Palencia Club Drive  
St. Augustine, FL 32095  
[www.SweetwaterCreekCDD.com](http://www.SweetwaterCreekCDD.com)  
Call-in: 1-866-705-2554; Code 186663

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of the Consent Agenda
  - A. Minutes of the September 2, 2021 Meeting
  - B. Financial Statements
  - C. Check Register
  - D. Ratification of ETM Work Authorization No. 9 for a Limited Topographic/Tree Survey
  - E. Ratification of Field Operations Management Services Agreement with Riverside Management Services, Inc.
  - F. Ratification of Engagement Letter with McDirmit Davis for the Fiscal Year 2021 Audit
- IV. Public Comment on Board's Intent to Terminate Child Watch Services Effective February 1, 2022
- V. Consideration of Proposals for Geotechnical Road Inspection
- VI. Discussion on Architectural RFQ
- VII. Consideration of Amended/Restated Interlocal Agreement
- VIII. Consideration of ETM Work Authorization No. 10 to Update the Engineer's Report
- IX. Consideration of Resolution 2022-01, Approving Waiver of Rule 1.3 of the District Rules of Procedure
- X. Discussion on Non-Resident User Fees
- XI. Consideration of Resolution 2022-02, Approving Change of Designating Registered Agent and Registered Office
- XII. Staff Reports

- A. Landscape Maintenance Team
  - B. District Counsel - Stormwater Management Memo
  - C. District Engineer – Discussion of Land Survey Results
  - D. Field Manager – Memorandum
  - E. District Manager
  - F. Amenity Facilities Manager – Monthly Report
- XIII. Supervisor Requests / Public Comment
- XIV. Next Scheduled Meeting – Thursday, November 4, 2021 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XV. Adjournment

### *THIRD ORDER OF BUSINESS*

*A.*

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

The regular meeting of the Board of Supervisors of the Sweetwater Creek Community Development District was held on Thursday, **September 2, 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	Supervisor
John Williams	Supervisor
Charles Usinia	Supervisor

Also present were:

Ernesto Torres	District Manager
Jennifer Kilinski	District Counsel
Cheryl Graham	RMS
Jerry Lambert	RMS
Alison Mossing	RMS

*The following is a summary of the discussions and actions taken at the September 2, 2021 meeting. An audio 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. Five Board members were present, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment**

- A resident (Dennis) asked if the flowers would continue to be changed quarterly or if they could possibly pick plants that will stay in bloom longer cutting down on costs.
- There being no other resident comments on agenda items, the next item followed.

**THIRD ORDER OF BUSINESS****Approval of the Consent Agenda****A. Minutes of the August 5, 2021 Meeting**

Mr. Lisotta presented the July 1, 2021 meeting minutes and asked for any comments or corrections from the Board. Mr. Handler corrected a comment that was attributed to Mr. McNary that was actually him under the eighth order of business. Under the ninth order of business, he corrected another misquote that was Mr. McNary but should have been him. Staff took note and the corrections would be made.

Mr. Usina had a correction under the fifth order of business where the Board was discussing different options for landscape maintenance services stating that in the minutes it says he recommended Duval but he did not. Mr. Handler stated that comment was made by him.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, the Minutes of the August 5, 2021 Meeting were approved as amended.

**B. Financial Statements**

The financial statements were provided in the agenda package and were for informational purposes. Mr. Torres asked for a motion to approve.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, the Financial Statements, were approved.

**C. Check Register**

Mr. Lisotta presented the check register. The Board had no questions. He asked for a motion to approve.

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

**FOURTH ORDER OF BUSINESS****Discussion on Fitness Center Improvements;  
Consideration of Proposals for Conceptual  
Estimates**

Mr. Lissotta had Mr. Knous lead the Board in discussion about the two conceptual designs for the fitness center expansion. There were two quotes that can be found in the agenda package,



and he noted he has worked with both construction companies and stated that they both do a really good job. Both proposals are based off the two concepts developed that focus on an a la cart options of the four or five areas that they will be working on. Mr. Knous was asking for approval to move forward with one of the companies, then they will have one more discussion for changes before the final plans are presented for approval and final cost estimate. The Board continued to talk about the two proposals and asked questions to better decide and that included the idea of continuing the meeting or holding another workshop. They decided to continue this discussion later in the meeting. Mr. Torres stressed to the Board that they are only choosing the cost estimate of the general contractor who will do the job at this specific time.

Coming back to the fitness center improvements discussion, Mr. Lisotta asked the Board if they had a preference between to 2,500 square feet over the 2,982 square feet designs and they decided to go with the larger one thinking they could always scale back if needed. Mr. Handler noted some changes to the 2,982 where it says existing group fitness: creating a wall in the rectangular area to separate the two areas. There was more discussion about retractable walls and the location of where they should go. They want to insure there is an interior way to get into the group fitness room, so the residents do not have to walk outside to enter the room. The wall that is on the top right would be a retractable wall, the wall that is behind the existing reception area would remain the entire length that it is now, and the wall in the room that would divide it in half would also be retractable. They then decided to make the wall behind the reception area half the length. Mr. Williams stated that he did not like the arch shapes of the entries, and it was stated that those can be changed if it was the wish of the whole Board. There were no other existing structural suggestions made by the Board.

Discussion continued about what to do with the existing childcare area. In the plans they will take the name labeling the area as that for now and come back to the decision at a later time.

Mr. Lisotta talked about having them drop a wall in the new flex space on the top of the new building so that when you come in from the breezeway of the old building to the new building so that you can walk down a hallway to get to the second room without walking in the middle of a class.

Mr. Knous suggested that the Board move forward with the proposal from Construction Cost Services, and the Board agreed.

On MOTION by Mr. Lisotta, seconded by Mr. Williams, with all in favor, the Proposal for Conceptual Estimates from Construction Cost Services, was approved.

**FIFTH ORDER OF BUSINESS****Consideration of Proposal from Riverside Management Services for Full-Time Field Operations Management**

Mr. Torres summarized the proposal from Riverside Management Services for full-time field operations management. The new field manager Mr. Lambert is on property three days a week, and this will increase with a second staff member two days a week, having someone there five days a week. The Board would like to continue with Mr. Lambert five days a week, but his schedule does not allow it. Ms. Mossing with RMS stated that they are willing to start with Ms. Cheryl Graham two days a week on a trial basis and if the Board is not completely satisfied, they will reevaluate. The Board discussed their options and what they want out of the RMS services.

Mr. Williams suggested that they move forward with the trial process that Ms. Mossing is suggesting and, in the meantime, look into other options for operations management allowing the Board to move quickly into the process of finding someone new if it comes to that. The Board approved to move forward with the proposal subject to a three-month review where they will consider continuing with the contract after that three-month time.

On MOTION by Mr. McNary, seconded by Mr. Handler, with all in favor, the Proposal from Riverside Management Services for Full-Time Field Operations Management was approved.

**SIXTH ORDER OF BUSINESS****Consideration of Agreement with Duval Landscape**

Mr. Torres stated that he and Dr. Handler worked together on this, and they came up with some proposed changes. They were able to reduce the mulch cost to \$50,000. There was also an option about the ability to change the Account Manager if need be. There were a few minor changes they proposed within the agreement that Mr. Torres presented to the Board before asking for a motion of approval. Ms. Kilinski walked the Board through some of the language and noted that the only substantive change was the mulching price. Staff has until October 1<sup>st</sup> to clarify any other changes from the Board. Mr. McNary would like it to clearly state what the landscape

contract services are and what the CDD is actually paying for, and Ms. Kilinski stated that she will make those changes.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, Consideration of Agreement with Duval Landscape Subject to Requested Changes, was approved.

## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Counsel**

Ms. Kilinski had nothing further for the Board. Mr. Williams asked if there are any documents between Lennar and the CDD that may detail the transition of the properties and services before management switched over. Ms. Kilinski stated that there should be at the very least some acquisition documents that should be in the District's files. She has not looked at them specifically but will look into it for them.

#### **B. District Engineer**

Mr. Torres offered a brief update for the Board. The survey that was approved for the areas that belong to the CDD will be presented to the Board at the next month's meeting.

#### **C. Field Manager**

Mr. Lambert presented the field operations report to the Board. Completed items include:

- Ensenada Park repairs that included repairs, cleaning, repainting, and replacements of worn equipment.
- Yellowstone replaced all dead sod in Privado Ct. Park and installed Bahia seed at the mailbox cul-de-sac area and will be monitored.
- Yellowstone reinstalled sprinkler heads on the island at Rio Del Norte.
- Basketball backboards that were sun damaged are in process of being replaced
- Request for proposals to resurface basketball courts have gone out
- A+ will begin sidewalk repairs the first week of September

Mr. Usina wanted to state on the record that Yellowstone in relation to the roundabout and the flowerheads; they have said they are going to come out, but he does not want to turn over the District to the new landscape company with the flowerbeds looking the way that they do. He wants to know what they need to do to communicate with Yellowstone that that needs to be on their radar

before their contract is up. Mr. Lambert has had conversations about the roundabout with Yellowstone and will continue to follow-up with them on that.

Mr. Torres noted that staff had a good meeting with Duval in anticipation with the agreement being approved and future enhancements. They plan to bring recommendations to the Board within 30 of their start date that will include an automation control of the irrigation system.

#### **i. Quotes for Resurfacing the Basketball Court**

Ms. Graham presented the three proposals to resurface the basketball courts to the Board. The proposals can be found in the agenda package. The Board agreed to go with the half court resurface from Court Surfaces for \$5,200 with a two-year warranty. The Board would also like to go with a green finish as opposed to the current black color.

On MOTION by Mr. McNary, seconded by Mr. Williams, with all in favor, the Proposal to Resurface the Basketball Court for \$5,233, was approved.

#### **D. District Manager**

Mr. Torres added a timeline for construction for the Board to be reassured that there is a method of conceptual plans all the way to construction. They will be able to amend the engineer's report because the engineer's report did not cover any improvements to the fitness center.

He asked the Board to consider an RFQ to be issued for an architect firm. That way, once they have a construction cost estimate, they will need to bring on an architect firm. Due to the amount of construction costs, the RFQ process is necessary. Ms. Kilinski will issue the RFQ with the Boards permission.

On MOTION by Mr. Williams, seconded by Mr. Usina, with all in favor, Allowing Staff and District Counsel to Start the RFQ Process to Procure an Architect, was approved.

#### **E. Amenity Facilities Manager**

The amenity manager gave a report to the Board that included adding new classes to the fitness schedule, touching up wall in the gym, and extensive cleaning at night. They are looking to

hire more employees to the fitness center and to the child watch area. The striping in the parking lot is almost complete.

Mr. Handler asked for her to give a rundown on the statistics for childcare use. When she first started nine years ago, there were 150 families using the amenity. The numbers have changed as the community has grown and the demographics have shifted. In August the numbers show that 41 families used the service. Mr. Handler said with a number that low, he would really like to consider retiring the service and the Board discussed that option. They tabled a decision and will put it on the agenda for a meeting in February and then the Board will vote on it, but the intent will be to end the service at the end of a six-month period if the numbers do not increase.

#### **EIGHTH ORDER OF BUSINESS**

#### **Supervisor Requests/Public Comment**

Mr. Usina requested that the bike rack be addressed again as well as the mulching on the grass area that he and Mr. Lambert knew about without mentioning the specifics.

Mr. Lisotta asked to add a standing agenda item for the fitness center and child watch.

A resident stated that the path on the corner of Ensenada and North Loop, there is a blind corner and that there are overgrown bushes. They should be trimmed back for safety.

Another safety issue was brought up with north of US1 and Valencia. Cars are stopping at the one lane, but if there could be a sign that states the merge. Mr. Lisotta let the resident know that it is not a district matter.

#### **NINTH ORDER OF BUSINESS**

#### **Next Scheduled Meetings – Thursday, October 7, 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, October 7, 2021 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.

#### **TENTH ORDER OF BUSINESS**

#### **Adjournment**

On MOTION by Mr. Usinia, seconded by Mr. McNary, with all in favor, the Meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

*B.*

***Sweetwater Creek***  
***Community Development District***

***Unaudited Financial Reporting***  
***August 31, 2021***





# Table of Contents

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

**Sweetwater Creek**  
**Community Development District**  
**Balance Sheet**  
**August 31, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>					
Cash:					
Cash - Operating Account	\$ 337,667	\$ -	\$ 161,005	\$ -	\$ 498,673
Cash - Amenity Account	\$ 132,967	\$ -	\$ -	\$ -	\$ 132,967
Cash - Debit Card Account	\$ 3,016	\$ -	\$ -	\$ -	\$ 3,016
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 111,488	\$ -	\$ -	\$ 111,488
Revenue	\$ -	\$ 170,511	\$ -	\$ -	\$ 170,511
Prepayment	\$ -	\$ 17,227	\$ -	\$ -	\$ 17,227
Construction	\$ -	\$ -	\$ -	\$ 1,249,610	\$ 1,249,610
Prepaid Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Investment SBA GF	\$ 300,136	\$ -	\$ -	\$ -	\$ 300,136
Due from Other	\$ 972	\$ -	\$ -	\$ -	\$ 972
<b>Total Assets</b>	<b>\$ 774,758</b>	<b>\$ 432,295</b>	<b>\$ 161,005</b>	<b>\$ 1,249,610</b>	<b>\$ 2,617,669</b>
<b>Liabilities:</b>					
Accounts Payable	\$ 18,964	\$ -	\$ -	\$ -	\$ 18,964
Accrued Expenses	\$ 35,532	\$ -	\$ -	\$ -	\$ 35,532
<b>Total Liabilities</b>	<b>\$ 54,496</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 54,496</b>
<b>Fund Balances:</b>					
Assigned For Debt Service	\$ -	\$ 432,295	\$ -	\$ -	\$ 432,295
Assigned For Capital Reserves	\$ -	\$ -	\$ 161,005	\$ -	\$ 161,005
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 1,249,610	\$ 1,249,610
Unassigned	\$ 720,263	\$ -	\$ -	\$ -	\$ 720,263
<b>Total Fund Balances</b>	<b>\$ 720,263</b>	<b>\$ 432,295</b>	<b>\$ 161,005</b>	<b>\$ 1,249,610</b>	<b>\$ 2,563,173</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 774,758</b>	<b>\$ 432,295</b>	<b>\$ 161,005</b>	<b>\$ 1,249,610</b>	<b>\$ 2,617,669</b>

# Sweetwater Creek

## Community Development District

### General Fund

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues:</b>				
Assessments	\$ 1,423,886	\$ 1,423,886	\$ 1,427,451	\$ 3,565
Fitness Center Revenue	\$ 13,875	\$ 12,719	\$ (901)	\$ (13,620)
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 136	\$ 136
Miscellaneous Revenues	\$ -	\$ -	\$ 1,500	\$ 1,500
<b>Total Revenues</b>	<b>\$ 1,437,761</b>	<b>\$ 1,436,605</b>	<b>\$ 1,428,186</b>	<b>\$ (8,419)</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 11,800	\$ (800)
Engineering Fees	\$ 10,000	\$ 9,167	\$ 7,409	\$ 1,758
District Counsel	\$ 30,000	\$ 27,500	\$ 32,214	\$ (4,714)
Audit Fees	\$ 5,000	\$ 5,000	\$ 3,700	\$ 1,300
Arbitrage	\$ 500	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Dissemination	\$ 5,000	\$ 4,583	\$ 4,583	\$ -
Trustee Fees	\$ 5,000	\$ 5,000	\$ 3,143	\$ 1,857
District Management Fees	\$ 40,000	\$ 36,667	\$ 36,667	\$ -
Telephone	\$ 250	\$ 229	\$ 81	\$ 148
Postage	\$ 3,050	\$ 2,796	\$ 2,220	\$ 576
Public Official Insurance	\$ 3,849	\$ 3,849	\$ 3,926	\$ (77)
Copies	\$ 1,000	\$ 917	\$ 759	\$ 157
Miscellaneous	\$ 1,500	\$ 1,375	\$ 1,676	\$ (301)
Legal Advertising	\$ 2,700	\$ 2,475	\$ 1,012	\$ 1,463
Information Technology	\$ 1,000	\$ 917	\$ 917	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 126,024</b>	<b>\$ 116,649</b>	<b>\$ 115,281</b>	<b>\$ 1,368</b>
<b>Operation and Maintenance</b>				
Electric	\$ 55,000	\$ 50,417	\$ 61,626	\$ (11,209)
Field Management Fees	\$ 20,000	\$ 18,333	\$ 23,000	\$ (4,667)
General Insurance	\$ 5,185	\$ 5,185	\$ 4,950	\$ 235
Landscape Maintenance	\$ 205,000	\$ 187,917	\$ 184,425	\$ 3,492
Landscape Improvements	\$ 125,000	\$ 114,583	\$ 58,618	\$ 55,966
Lake Maintenance	\$ 20,921	\$ 19,178	\$ 16,918	\$ 2,260
Fountain Maintenance	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Irrigation Repairs & Maintenance	\$ 17,045	\$ 15,625	\$ 34,607	\$ (18,982)
Storm Clean-Up	\$ 2,000	\$ 1,833	\$ -	\$ 1,833
Field Repairs & Maintenance	\$ 23,500	\$ 21,542	\$ 27,138	\$ (5,597)
Tree Removals	\$ 10,000	\$ 9,167	\$ 9,565	\$ (398)
Streetlight Repairs	\$ 2,250	\$ 2,063	\$ -	\$ 2,063
Signage Repairs	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Holiday Decoration	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
Miscellaneous Field Supplies	\$ 4,250	\$ 3,896	\$ 3,212	\$ 684
<b>Total Field Operations:</b>	<b>\$ 498,151</b>	<b>\$ 457,071</b>	<b>\$ 424,058</b>	<b>\$ 33,013</b>

# Sweetwater Creek

## Community Development District

### General Fund

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Amenities</b>				
<b>Administrative:</b>				
Property & Casualty Insurance	\$ 18,000	\$ 18,000	\$ 21,094	\$ (3,094)
Payroll - Salaried	\$ 109,543	\$ 100,414	\$ 98,884	\$ 1,530
Payroll - Hourly	\$ 77,214	\$ 70,780	\$ 69,249	\$ 1,530
Payroll - Benefits	\$ 30,807	\$ 28,240	\$ 26,709	\$ 1,531
Payroll Taxes	\$ 17,853	\$ 16,365	\$ 14,835	\$ 1,530
Professional Services - Engineering	\$ 49,001	\$ 44,918	\$ 43,388	\$ 1,530
Professional Services - Information Technology	\$ 1,800	\$ 1,650	\$ 120	\$ 1,530
Travel & Per Diem	\$ 250	\$ 229	\$ 23	\$ 206
Training	\$ 200	\$ 183	\$ -	\$ 183
Licenses & Permits	\$ 400	\$ 367	\$ 45	\$ 322
Subscriptions & Memberships	\$ 500	\$ 458	\$ 296	\$ 162
Office Supplies	\$ 3,500	\$ 3,208	\$ 1,287	\$ 1,921
Office Equipment	\$ 2,000	\$ 1,833	\$ 317	\$ 1,516
Communication - Telephone/Internet/TV	\$ 10,000	\$ 9,167	\$ 8,259	\$ 907
Internet/Telephone - Guard House	\$ 3,600	\$ 3,300	\$ 3,259	\$ 41
Cost Share Expense - Marshall Creek	\$ 63,453	\$ 63,453	\$ 40,713	\$ 22,740
<b>Field:</b>				
General Utilities	\$ 83,000	\$ 76,083	\$ 55,257	\$ 20,826
Refuse Removal	\$ 3,000	\$ 2,750	\$ 2,706	\$ 44
Security	\$ 64,848	\$ 59,444	\$ 57,883	\$ 1,561
Janitorial Services	\$ 16,000	\$ 14,667	\$ 13,137	\$ 1,530
Operating Supplies - Spa & Paper	\$ 4,500	\$ 4,125	\$ 2,753	\$ 1,372
Operating Supplies - Uniforms	\$ 500	\$ 458	\$ 244	\$ 214
Cleaning Supplies	\$ 10,000	\$ 9,167	\$ 10,180	\$ (1,013)
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 22,000	\$ 22,000	\$ -
Gate Repairs & Maintenance	\$ 2,500	\$ 2,292	\$ -	\$ 2,292
Guardhouse Maintenance	\$ 2,500	\$ 2,292	\$ 245	\$ 2,047
Dog Park Repairs & Maintenance	\$ 3,650	\$ 3,346	\$ 144	\$ 3,201
Park Mulch	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Playground Repairs & Maintenance	\$ 2,500	\$ 2,292	\$ 1,371	\$ 921
Miscellaneous	\$ 1,000	\$ 917	\$ 7	\$ 909
Buildings Repairs & Maintenance	\$ 10,000	\$ 9,167	\$ 10,327	\$ (1,160)
Pest Control	\$ 2,500	\$ 2,292	\$ 1,141	\$ 1,151
Pools Maintenance - Contract	\$ 12,500	\$ 11,458	\$ 12,605	\$ (1,147)
Pools Repairs & Maintenance	\$ 44,495	\$ 40,787	\$ 2,004	\$ 38,783
Pools Chemicals	\$ 6,250	\$ 5,729	\$ 6,152	\$ (423)
Signage & Amenity Repairs	\$ -	\$ -	\$ 450	\$ (450)
Special Events	\$ 20,000	\$ 18,333	\$ 1,913	\$ 16,420
<b>Fitness:</b>				
Professional Services - Outside Fitness	\$ 52,872	\$ 48,466	\$ 46,936	\$ 1,530
Fitness Equipment Repairs & Maintenance	\$ 5,000	\$ 4,583	\$ 1,842	\$ 2,741
Fitness Equipment Rental	\$ 32,000	\$ 29,333	\$ 28,833	\$ 500
Miniature Golf Course Maintenance	\$ 750	\$ 688	\$ -	\$ 688
Miscellaneous Fitness Supplies	\$ 4,500	\$ 4,125	\$ 3,220	\$ 905
Capital Outlay - Machinery & Equipment	\$ 5,500	\$ 5,042	\$ 2,390	\$ 2,652
<b>Total Amenities</b>	<b>\$ 803,986</b>	<b>\$ 743,775</b>	<b>\$ 612,220</b>	<b>\$ 131,554</b>
<b>Reserves</b>				
Capital Reserve Transfer	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
<b>Total Reserves</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 1,473,161</b>	<b>\$ 1,362,494</b>	<b>\$ 1,196,560</b>	<b>\$ 165,935</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (35,400)</b>		<b>\$ 231,626</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 35,400</b>		<b>\$ 488,636</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 720,263</b>	

# Sweetwater Creek

## Community Development District

### Debt Service Fund - Series 2019

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues:</b>				
Special Assessments	\$ 755,838	\$ 755,838	\$ 753,328	\$ (2,510)
Prepayments	\$ -	\$ -	\$ 66,143	\$ 66,143
Interest	\$ -	\$ -	\$ 25	\$ 25
<b>Total Revenues</b>	<b>\$ 755,838</b>	<b>\$ 755,838</b>	<b>\$ 819,496</b>	<b>\$ 63,659</b>
<b>Expenditures:</b>				
<b>Series 2019 - A1</b>				
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)
<b>Series 2019 - A2</b>				
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)
<b>Total Expenditures</b>	<b>\$ 758,288</b>	<b>\$ 758,288</b>	<b>\$ 866,603</b>	<b>\$ (108,316)</b>
<b>Other Sources/(Uses)</b>				
Transfer In	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (2,450)</b>		<b>\$ (47,107)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 224,257</b>		<b>\$ 479,402</b>	
<b>Fund Balance - Ending</b>	<b>\$ 221,807</b>		<b>\$ 432,295</b>	

# Sweetwater Creek

## Community Development District

### Capital Reserve

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/21	Thru 08/31/21	Variance
<b>Revenues:</b>				
Cost Share - Marshal Creek	\$ -	\$ -	\$ -	\$ -
Miscellaneous Income	\$ -	\$ -	\$ 100	\$ 100
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 100</b>	<b>\$ 100</b>
<b>Expenditures:</b>				
Capital Outlay	\$ 40,000	\$ 36,667	\$ -	\$ 36,667
Repair and Maintenance	\$ -	\$ -	\$ 2,670	\$ (2,670)
Other Current Charges	\$ -	\$ -	\$ 1,015	\$ (1,015)
<b>Total Expenditures</b>	<b>\$ 40,000</b>	<b>\$ 36,667</b>	<b>\$ 3,685</b>	<b>\$ 32,982</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 5,000</b>		<b>\$ 41,415</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 119,720</b>		<b>\$ 119,590</b>	
<b>Fund Balance - Ending</b>	<b>\$ 124,720</b>		<b>\$ 161,005</b>	

# Sweetwater Creek

## Community Development District Capital Projects Fund - Series 2019

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

	Adopted Budget	Prorated Budget Thru 08/31/21	Actual Thru 08/31/21	Variance
<b>Revenues:</b>				
Interest Income	\$ -	\$ -	\$ 59	\$ 59
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 59</b>	<b>\$ 59</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 73,609	\$ (73,609)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 73,609</b>	<b>\$ (73,609)</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ (73,550)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 1,323,160</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,249,610</b>	

**Sweetwater Creek**  
Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments	\$ -	\$ 193,650	\$ 451,270	\$ 690,064	\$ 45,658	\$ 14,088	\$ 16,071	\$ -	\$ 16,651	\$ -	\$ -	\$ -	\$ 1,427,451
Fitness Center Revenue	\$ -	\$ -	\$ -	\$ (471)	\$ (705)	\$ -	\$ -	\$ -	\$ 115	\$ 160	\$ -	\$ -	\$ (901)
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8	\$ 28	\$ 24	\$ 50	\$ 26	\$ -	\$ 136
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 193,650</b>	<b>\$ 451,270</b>	<b>\$ 689,593</b>	<b>\$ 44,953</b>	<b>\$ 14,088</b>	<b>\$ 16,079</b>	<b>\$ 28</b>	<b>\$ 18,290</b>	<b>\$ 210</b>	<b>\$ 26</b>	<b>\$ -</b>	<b>\$ 1,428,186</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 2,000	\$ 800	\$ 2,000	\$ 1,000	\$ -	\$ 11,800
Engineering Fees	\$ 279	\$ 279	\$ 331	\$ 2,171	\$ -	\$ -	\$ -	\$ 679	\$ 1,610	\$ -	\$ 2,059	\$ -	\$ 7,409
District Counsel	\$ 1,319	\$ 1,996	\$ 2,118	\$ 3,018	\$ 4,282	\$ 6,078	\$ 3,992	\$ 2,514	\$ 6,899	\$ -	\$ -	\$ -	\$ 32,214
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	\$ -	\$ 4,583
Trustee Fees	\$ 3,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,143
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	\$ -	\$ 36,667
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81	\$ -	\$ -	\$ 81
Postage	\$ 1,413	\$ 24	\$ 250	\$ 22	\$ 38	\$ 29	\$ 9	\$ 6	\$ 15	\$ 414	\$ -	\$ -	\$ 2,220
Public Official Insurance	\$ 3,674	\$ 252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 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	\$ -	\$ (305)	\$ -	\$ 191	\$ 211	\$ -	\$ -	\$ -	\$ -	\$ 1,012
Information Technology	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ -	\$ 917
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 19,585</b>	<b>\$ 7,916</b>	<b>\$ 7,679</b>	<b>\$ 10,055</b>	<b>\$ 8,951</b>	<b>\$ 11,013</b>	<b>\$ 9,374</b>	<b>\$ 9,556</b>	<b>\$ 13,335</b>	<b>\$ 10,611</b>	<b>\$ 7,205</b>	<b>\$ -</b>	<b>\$ 115,281</b>
<b>Operation and Maintenance</b>													
Electric	\$ 5,104	\$ 4,942	\$ 4,866	\$ 5,055	\$ 4,911	\$ 4,796	\$ 5,007	\$ 5,273	\$ 5,335	\$ 5,311	\$ 11,027	\$ -	\$ 61,626
Field Management Fees	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 1,667	\$ 4,000	\$ 4,000	\$ -	\$ 23,000
General Insurance	\$ 4,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,950
Landscape Maintenance	\$ 16,766	\$ 16,766	\$ 16,766	\$ 16,766	\$ 16,766	\$ 16,766	\$ 16,766	\$ 16,766	\$ 16,766	\$ 16,766	\$ 16,766	\$ -	\$ 184,425
Landscape Improvements	\$ 1,755	\$ -	\$ -	\$ -	\$ -	\$ 6,041	\$ -	\$ -	\$ 49,866	\$ 955	\$ -	\$ -	\$ 58,618
Lake Maintenance	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ -	\$ 16,918
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs & Maintenance	\$ 6,729	\$ 4,380	\$ 3,014	\$ 2,858	\$ 2,285	\$ 2,612	\$ 1,852	\$ 6,154	\$ 4,723	\$ -	\$ -	\$ -	\$ 34,607
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Repairs & Maintenance	\$ 3,029	\$ 1,118	\$ 9,190	\$ 2,370	\$ 2,828	\$ 1,148	\$ 1,477	\$ 1,329	\$ 1,710	\$ 2,939	\$ -	\$ -	\$ 27,138
Tree Removals	\$ -	\$ 3,105	\$ 2,305	\$ 1,107	\$ -	\$ 1,800	\$ 558	\$ -	\$ -	\$ -	\$ 690	\$ -	\$ 9,565
Streetlight Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holiday Decoration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Field Supplies	\$ -	\$ 994	\$ -	\$ 97	\$ -	\$ -	\$ -	\$ 1,974	\$ -	\$ 146	\$ -	\$ -	\$ 3,212
<b>Total Field Operations:</b>	<b>\$ 41,537</b>	<b>\$ 34,510</b>	<b>\$ 39,345</b>	<b>\$ 31,457</b>	<b>\$ 36,035</b>	<b>\$ 30,327</b>	<b>\$ 28,864</b>	<b>\$ 84,567</b>	<b>\$ 32,694</b>	<b>\$ 30,701</b>	<b>\$ 34,021</b>	<b>\$ -</b>	<b>\$ 424,058</b>



**Sweetwater Creek**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Amenities</b>													
<b>Administrative:</b>													
Property & Casualty Insurance	\$ 21,094	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,094
Payroll - Salaried	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ 8,989	\$ -	\$ 98,884
Payroll - Hourly	\$ 6,295	\$ 6,295	\$ 6,295	\$ 6,295	\$ 6,295	\$ 6,295	\$ 6,295	\$ 6,295	\$ 6,295	\$ 6,295	\$ 6,295	\$ -	\$ 69,249
Payroll - Benefits	\$ 2,428	\$ 2,428	\$ 2,428	\$ 2,428	\$ 2,428	\$ 2,428	\$ 2,428	\$ 2,428	\$ 2,428	\$ 2,428	\$ 2,428	\$ -	\$ 26,709
Payroll Taxes	\$ 1,349	\$ 1,349	\$ 1,349	\$ 1,349	\$ 1,349	\$ 1,349	\$ 1,349	\$ 1,349	\$ 1,349	\$ 1,349	\$ 1,349	\$ -	\$ 14,835
Professional Services - Engineering	\$ 3,944	\$ 3,944	\$ 3,944	\$ 3,944	\$ 3,944	\$ 3,944	\$ 3,944	\$ 3,944	\$ 3,944	\$ 3,944	\$ 3,944	\$ -	\$ 43,388
Professional Services - Information Technology	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11	\$ -	\$ 120
Travel & Per Diem	\$ -	\$ 23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	\$ 25	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ 45
Subscriptions & Memberships	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ -	\$ 296
Office Supplies	\$ 75	\$ -	\$ 335	\$ 17	\$ 37	\$ 474	\$ 106	\$ 25	\$ 129	\$ -	\$ 89	\$ -	\$ 1,287
Office Equipment	\$ -	\$ -	\$ -	\$ 64	\$ 253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317
Communication - Telephone/Internet/TV	\$ 728	\$ 866	\$ 728	\$ 715	\$ 828	\$ 784	\$ 724	\$ 724	\$ 717	\$ 722	\$ 722	\$ -	\$ 8,259
Internet/Telephone - Guard House	\$ 302	\$ 302	\$ 302	\$ 303	\$ 203	\$ 308	\$ 308	\$ 308	\$ 308	\$ 307	\$ 307	\$ -	\$ 3,259
Cost Share Expense - Marshall Creek	\$ -	\$ -	\$ -	\$ -	\$ 40,713	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,713
<b>Field:</b>													
General Utilities	\$ 3,518	\$ 3,596	\$ 4,574	\$ 5,549	\$ 8,154	\$ 6,833	\$ 6,168	\$ 3,811	\$ 4,917	\$ 3,953	\$ 4,184	\$ -	\$ 55,257
Refuse Removal	\$ 202	\$ 202	\$ 202	\$ 348	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ -	\$ 2,706
Security	\$ 5,404	\$ -	\$ 5,404	\$ 5,404	\$ 5,404	\$ 5,404	\$ 5,404	\$ 5,404	\$ 7,900	\$ 5,500	\$ 6,652	\$ -	\$ 57,883
Janitorial Services	\$ 1,194	\$ 1,194	\$ 1,194	\$ 1,194	\$ 1,194	\$ 1,194	\$ 1,194	\$ 1,194	\$ 1,194	\$ 1,194	\$ 1,194	\$ -	\$ 13,137
Operating Supplies - Spa & Paper	\$ 181	\$ 128	\$ 84	\$ 226	\$ 143	\$ 88	\$ 341	\$ 958	\$ 111	\$ 316	\$ 177	\$ -	\$ 2,753
Operating Supplies - Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244
Cleaning Supplies	\$ 449	\$ 1,786	\$ 231	\$ 1,336	\$ 1,095	\$ 1,232	\$ 499	\$ 1,581	\$ 35	\$ 104	\$ 1,833	\$ -	\$ 10,180
Amenity Landscape Maintenance & Improvements	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ 22,000
Gate Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Guardhouse Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245	\$ -	\$ -	\$ 245
Dog Park Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144
Park Mulch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,371	\$ -	\$ 1,371
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7	\$ -	\$ -	\$ -	\$ 7
Buildings Repairs & Maintenance	\$ 1,528	\$ 18	\$ 42	\$ 177	\$ 182	\$ -	\$ 7,795	\$ 260	\$ -	\$ 89	\$ 235	\$ -	\$ 10,327
Pest Control	\$ 65	\$ 65	\$ 65	\$ 68	\$ 468	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ 68	\$ -	\$ 1,141
Pools Maintenance - Contract	\$ 1,129	\$ 1,129	\$ 1,264	\$ 1,264	\$ 1,264	\$ 1,129	\$ 909	\$ 1,129	\$ 1,129	\$ 1,129	\$ 1,129	\$ -	\$ 12,605
Pools Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 766	\$ 94	\$ 1,008	\$ 136	\$ -	\$ -	\$ -	\$ 2,004
Pools Chemicals	\$ -	\$ -	\$ 612	\$ -	\$ 589	\$ -	\$ -	\$ -	\$ 389	\$ -	\$ 4,562	\$ -	\$ 6,152
Signage & Amenity Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Special Events	\$ 53	\$ 551	\$ -	\$ 1,175	\$ -	\$ 135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,913
<b>Fitness:</b>													
Professional Services - Outside Fitness	\$ 4,267	\$ 4,267	\$ 4,267	\$ 4,267	\$ 4,267	\$ 4,267	\$ 4,267	\$ 4,267	\$ 4,267	\$ 4,267	\$ 4,267	\$ -	\$ 46,936
Fitness Equipment Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 428	\$ 667	\$ 487	\$ 260	\$ -	\$ 1,842
Fitness Equipment Rental	\$ 2,621	\$ 2,621	\$ 2,621	\$ 2,621	\$ 2,621	\$ 2,621	\$ 2,621	\$ 2,621	\$ 2,621	\$ 2,621	\$ 2,621	\$ -	\$ 28,833
Miniature Golf Course Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Fitness Supplies	\$ -	\$ 500	\$ -	\$ 204	\$ 2,115	\$ 110	\$ 51	\$ 240	\$ -	\$ -	\$ -	\$ -	\$ 3,220
Capital Outlay - Machinery & Equipment	\$ 589	\$ 452	\$ -	\$ 1,083	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266	\$ -	\$ 2,390
<b>Total Amenities</b>	<b>\$ 68,469</b>	<b>\$ 42,754</b>	<b>\$ 46,970</b>	<b>\$ 51,060</b>	<b>\$ 94,825</b>	<b>\$ 50,707</b>	<b>\$ 56,685</b>	<b>\$ 49,331</b>	<b>\$ 49,891</b>	<b>\$ 46,297</b>	<b>\$ 55,232</b>	<b>\$ -</b>	<b>\$ 612,220</b>
<b>Reserves</b>													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000
<b>Total Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45,000</b>
<b>Total Expenditures</b>	<b>\$ 129,591</b>	<b>\$ 85,180</b>	<b>\$ 93,995</b>	<b>\$ 92,572</b>	<b>\$ 139,812</b>	<b>\$ 137,046</b>	<b>\$ 94,923</b>	<b>\$ 143,454</b>	<b>\$ 95,920</b>	<b>\$ 87,609</b>	<b>\$ 96,457</b>	<b>\$ -</b>	<b>\$ 1,196,560</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (129,591)</b>	<b>\$ 108,470</b>	<b>\$ 357,275</b>	<b>\$ 597,021</b>	<b>\$ (94,859)</b>	<b>\$ (122,958)</b>	<b>\$ (78,845)</b>	<b>\$ (143,426)</b>	<b>\$ (77,630)</b>	<b>\$ (87,399)</b>	<b>\$ (96,431)</b>	<b>\$ -</b>	<b>\$ 231,626</b>

# Sweetwater Creek

## Community Development District

### Long Term Debt Report

SERIES 2019A-1, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	2.000%, 2.125%, 2.250%, 2.375%, 2.500%, 2.950%, 3.170%
MATURITY DATE:	5/1/2038
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$133,070
RESERVE FUND BALANCE	\$133,070
BONDS OUTSTANDING - 07/30/19	\$7,825,000
LESS: MAY 1, 2020	(\$330,000)
LESS: MAY 1, 2020 (SPECIAL CALL)	(\$15,000)
LESS: NOV 1, 2020 (SPECIAL CALL)	(\$40,000)
LESS: MAY 1, 2021	(\$340,000)
LESS: MAY 1, 2021 (SPECIAL CALL)	(\$40,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$7,060,000</b>

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)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$2,715,000</b>

**Sweetwater Creek**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2021**

Gross Assessments    \$ 1,514,771.83    \$ 799,410.84    \$ 2,314,182.67  
Net Assessments       \$ 1,423,885.52    \$ 751,446.19    \$ 2,175,331.71

**ON ROLL ASSESSMENTS**

65.46%                      34.54%                      100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>2019 Debt Service</i>	<i>Total</i>
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
<b>TOTAL</b>		<b>\$ 2,314,283.13</b>	<b>\$ (44,503.67)</b>	<b>\$ (89,000.18)</b>	<b>\$ -</b>	<b>\$ 2,180,779.28</b>	<b>\$ 1,427,451.28</b>	<b>\$ 753,328.00</b>	<b>\$ 2,180,779.28</b>

<b>100%</b>	<b>Net Percent Collected</b>
<b>\$ (5,447.57)</b>	<b>Balance Remaining to Collect</b>

**SWEETWATER CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**Special Assessment Revenue Bonds, Series 2019**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2020</b>				
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$ 8,032.00
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$ 4,293.70
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$ 8,090.00
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$ 6,250.00
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$ 4,495.00
1/6/20	6	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$ 46,000.00
1/6/20	7	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefD120 - 10% upon execution of the Agreement	\$ 11,500.00
2/6/20	8	East Coast Wells & Pump Service	Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor	\$ 2,137.00
2/6/20	9	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefF120 - 10% Balance Upon Final Sign Off	\$ 11,500.00
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$ 6,790.80
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$ 35,240.00
2/24/20	12	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$ 46,000.00
2/26/20	13	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCgtr220 - Gutter Grating Supports repaired	\$ 500.00
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$ 5,034.68
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 - Back Flow Testing	\$ 265.00
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$ 6,790.80
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$ 3,000.02
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffic Study & Certification Package	\$ 1,062.00
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$ 4,000.44
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$ 16,357.00
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$ 12,310.00
6/22/20	22	Yellowstone Landscape	Invoices: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$ 25,583.33
7/14/20	23	Hopping Green & Sams	Invoice: 113207, 113803, 114427, 115066 - Project Construction	\$ 1,053.50
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$ 1,458.00
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	\$ 24,722.16
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$ 7,888.00
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$ 559.00
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$ 2,644.28
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$ 258.00
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$ 1,075.00
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$ 5,034.00
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$ 58,703.67
2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$ 2,570.79
5/13/21	34	Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$ 2,570.78
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$ 3,444.73
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$ 210.00
<b>TOTAL</b>				<b>\$ 377,423.68</b>
10/1/19		Interest		\$ 227.99
11/1/19		Interest		\$ 196.36
12/1/19		Interest		\$ 189.23
12/31/19		Transfer from COI		\$ 4,581.32
1/1/20		Interest		\$ 195.38
2/1/20		Interest		\$ 186.54
3/1/20		Interest		\$ 150.41
3/10/20		Transfer from Lennar Homes		\$ 79,820.57
4/1/20		Interest		\$ 65.90
5/1/20		Interest		\$ 11.65
6/1/20		Interest		\$ 12.01
7/1/20		Interest		\$ 6.89
8/1/20		Interest		\$ 6.32
9/1/20		Interest		\$ 5.71
10/1/20		Interest		\$ 5.44
11/1/20		Interest		\$ 5.60
11/24/20			Check returned from Hopping Green & Sams req # 29	\$ 258.00
12/1/20		Interest		\$ 5.41
1/1/21		Interest		\$ 5.58
2/1/21		Interest		\$ 5.59
3/1/21		Interest		\$ 4.95
4/1/21		Interest		\$ 5.33
5/1/21		Interest		\$ 5.16
6/1/21		Interest		\$ 5.32
7/1/21		Interest		\$ 5.14
8/1/21		Interest		\$ 5.31
<b>TOTAL</b>				<b>\$ 85,973.11</b>
Project (Construction) Fund at 07/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 7/31/21				\$ 86,255.94
Requisitions Paid thru 8/31/21				\$ (377,423.68)
<b>Remaining Project (Construction) Fund</b>				<b>\$ 1,249,610.22</b>
<b>Approved Projects (not yet funded)</b>				
5/7/20	Contractor TBD	Amenity Expansion		\$ 1,000,000.00
	Yellowstone	Irrigation System Replacement		\$ 81,642.75
Total				\$ 1,081,642.75
Unassigned				\$ 167,967.47

*C.*

# Sweetwater Creek

## Community Development District

### Summary of Invoices

August 01, 2021 - August 31, 2021

Fund	Date	Check No.'s	Amount
General Fund			
	8/6/21	3546	\$ 312.50
	8/10/21	3547	\$ 3,833.33
	8/17/21	3548-3558	\$ 10,462.30
	8/25/21	3559-3560	\$ 2,838.00
			<hr/>
			\$ 17,446.13
Amenity Fund			
	8/6/21	2000-2002	\$ 7,849.49
	8/17/21	2003-2007	\$ 29,793.95
	8/25/21	2008-2010	\$ 1,164.25
			<hr/>
			\$ 38,807.69
TOTAL			<hr/>
			\$ 56,253.82

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/06/21	00080	7/26/21 5336	202108 310-51300-49000	MEETING ROOM RENTAL 8/5	*	312.50	
				RENAISSANCE RESORT AT THE			312.50 003546
8/10/21	00029	8/01/21 53	202108 310-51300-34000	MANAGEMENT FEES AUG21	*	3,333.33	
		8/01/21 53	202108 310-51300-35200	INFORMATION TECH AUG21	*	83.33	
		8/01/21 53	202108 310-51300-31300	DISSEMINATION FEE AUG21	*	416.67	
				GOVERNMENTAL MANAGEMENT SERVICES			3,833.33 003547
8/17/21	00075	8/05/21 08052021	202108 310-51300-11000	MEETING 8/5/21	*	200.00	
				CHARLES USINA III			200.00 003548
8/17/21	00011	8/05/21 199038	202108 310-51300-31100	PROF SRVS THRU 7/31/21	*	332.92	
				ENGLAND-THIMS & MILLER, INC			332.92 003549
8/17/21	00011	8/05/21 199039	202108 310-51300-31100	PROF SRVS THRU 7/31/21	*	1,726.39	
				ENGLAND-THIMS & MILLER, INC			1,726.39 003550
8/17/21	00047	8/01/21 125A	202108 320-53800-12100	AUG FIELD MANAGEMENT	*	4,000.00	
		8/01/21 125B	202107 320-53800-12100	JUL FIELD MANAGEMENT	*	2,333.33	
				GOVERNMENTAL MANAGEMENT SERVICES			6,333.33 003551
8/17/21	00049	8/05/21 08052021	202108 310-51300-11000	MEETING 8/5/21	*	200.00	
				JOHN V WILLIAMS			200.00 003552
8/17/21	00051	8/05/21 08052021	202108 310-51300-11000	MEETING 8/5/21	*	200.00	
				ROBERT LISOTTA			200.00 003553
8/17/21	00018	8/05/21 08052021	202108 310-51300-11000	MEETING 8/5/21	*	200.00	
				SCOTT MCNARY			200.00 003554
8/17/21	00040	8/05/21 08052021	202108 310-51300-11000	MEETING 8/5/21	*	200.00	
				STEPHEN J HANDLER			200.00 003555

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/17/21	00035	6/03/21 JAX22907	202106 320-53800-46400	IMPROVEMENTS	*	379.66	
				YELLOWSTONE LANDSCAPE			379.66 003556
8/17/21	00035	8/10/21 JAX25265	202108 320-53800-47302	DROP 3 PINETREE REMOVALS	*	360.00	
				YELLOWSTONE LANDSCAPE			360.00 003557
8/17/21	00035	8/10/21 JAX25265	202108 320-53800-47302	REMOVE 3 DEAD PINE TREES	*	330.00	
				YELLOWSTONE LANDSCAPE			330.00 003558
8/25/21	00063	7/30/21 68840	202107 320-53800-47000	JUL LAKE MAINTENANCE	*	1,538.00	
				FUTURE HORIZONS			1,538.00 003559
8/25/21	00071	8/20/21 14	202107 320-53800-47301	JUL PRESSURE WASHING	*	1,300.00	
				RIVERSIDE MANAGEMENT SERVICES			1,300.00 003560
TOTAL FOR BANK A						17,446.13	
TOTAL FOR REGISTER						17,446.13	

SWCC SWEETWATER CRK BPEREGRINO





CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/25/21	00080	7/23/21 704840	202107 330-53800-48400		*	96.00	
		ADD RES 7/1/21-8/31/21					
			ENVERA				96.00 002008
8/25/21	00014	8/17/21 K480-74	202108 330-53800-52100		*	1,000.00	
		CLEANING SUPPLIES					
			LLOYD'S EXERCISE EQUIPMENT LLC				1,000.00 002009
8/25/21	00041	8/16/21 7772325	202108 340-53800-34400		*	68.25	
		AUG PEST CONTROL					
			TURNER PEST CONTROL				68.25 002010
TOTAL FOR BANK B						38,807.69	
TOTAL FOR REGISTER						38,807.69	

SWCC SWEETWATER CRK BPEREGRINO

*D.*

**WORK AUTHORIZATION NO. 9**  
**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**CONTINUING SERVICES**

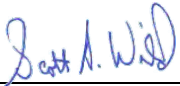
**Scope of Work****Limited Topographic/Tree Survey**

England-Thims & Miller, Inc. shall provide limited topographic detail for design purposes as depicted on the attached graphic, "Exhibit A" within a portion of Palencia North Phase 1. This scope of services also includes locating all trees within the topographic limits. The survey data will be referenced to a published horizontal and vertical datum. The location and mapping of improvements and utilities will be limited to above ground visible evidence only. The deliverable will consist of digital data files of the survey suitable for civil engineering design

**Lump Sum Fee.....\$5,500.00**

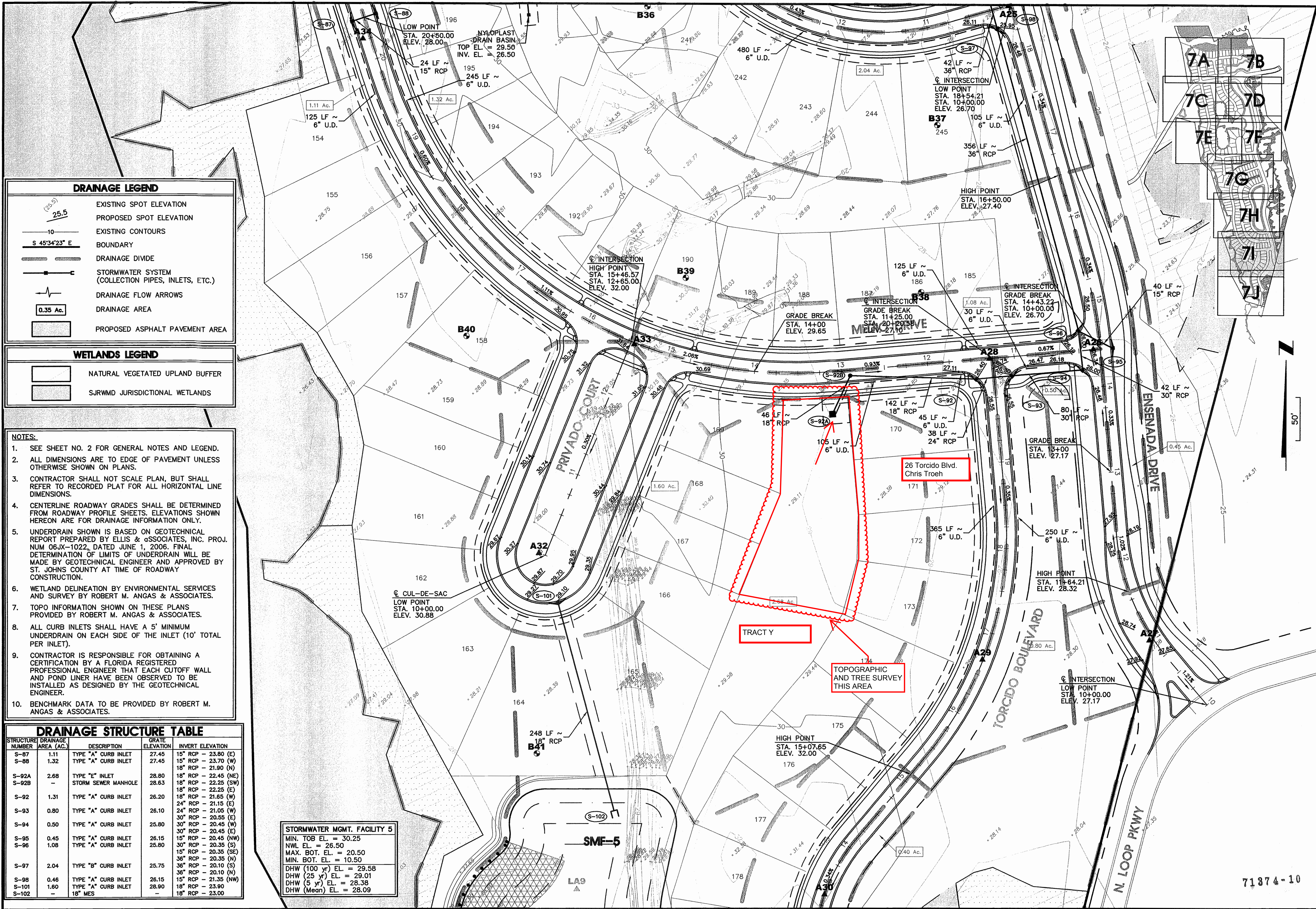
Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

**Approval**

Submitted by:  Date: 9/22/21  
 ENGLAND-THIMS & MILLER, INC.

Approved by:  Date: 22 Sep 21  
 Sweetwater Creek Community Development District





**DRAINAGE LEGEND**

- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- EXISTING CONTOURS
- BOUNDARY
- DRAINAGE DIVIDE
- STORMWATER SYSTEM (COLLECTION PIPES, INLETS, ETC.)
- DRAINAGE FLOW ARROWS
- DRAINAGE AREA
- PROPOSED ASPHALT PAVEMENT AREA

**WETLANDS LEGEND**

- NATURAL VEGETATED UPLAND BUFFER
- SJRWMD JURISDICTIONAL WETLANDS

- NOTES:**
- SEE SHEET NO. 2 FOR GENERAL NOTES AND LEGEND.
  - ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN ON PLANS.
  - CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO RECORDED PLAT FOR ALL HORIZONTAL LINE DIMENSIONS.
  - CENTERLINE ROADWAY GRADES SHALL BE DETERMINED FROM ROADWAY PROFILE SHEETS. ELEVATIONS SHOWN HEREON ARE FOR DRAINAGE INFORMATION ONLY.
  - UNDERDRAIN SHOWN IS BASED ON GEOTECHNICAL REPORT PREPARED BY ELLIS & ASSOCIATES, INC. PROJ. NUM 06JX-1022, DATED JUNE 1, 2006. FINAL DETERMINATION OF LIMITS OF UNDERDRAIN WILL BE MADE BY GEOTECHNICAL ENGINEER AND APPROVED BY ST. JOHNS COUNTY AT TIME OF ROADWAY CONSTRUCTION.
  - WETLAND DELINEATION BY ENVIRONMENTAL SERVICES AND SURVEY BY ROBERT M. ANGAS & ASSOCIATES.
  - TOPO INFORMATION SHOWN ON THESE PLANS PROVIDED BY ROBERT M. ANGAS & ASSOCIATES.
  - ALL CURB INLETS SHALL HAVE A 5' MINIMUM UNDERDRAIN ON EACH SIDE OF THE INLET (10' TOTAL PER INLET).
  - CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CERTIFICATION BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER THAT EACH CUTOFF WALL AND POND LINER HAVE BEEN OBSERVED TO BE INSTALLED AS DESIGNED BY THE GEOTECHNICAL ENGINEER.
  - BENCHMARK DATA TO BE PROVIDED BY ROBERT M. ANGAS & ASSOCIATES.

DRAINAGE STRUCTURE TABLE			
STRUCTURE NUMBER	DRAINAGE AREA (AC.)	DESCRIPTION	INVERT ELEVATION
S-87	1.11	TYPE "A" CURB INLET	15" RCP - 23.80 (E)
S-98	1.32	TYPE "A" CURB INLET	15" RCP - 23.70 (W)
S-92A	2.68	TYPE "E" INLET	18" RCP - 22.45 (NE)
S-92B	-	STORM SEWER MANHOLE	18" RCP - 22.25 (SW)
S-92	1.31	TYPE "A" CURB INLET	18" RCP - 22.25 (E)
S-93	0.80	TYPE "A" CURB INLET	18" RCP - 21.65 (W)
S-94	0.50	TYPE "A" CURB INLET	24" RCP - 21.15 (E)
S-95	0.45	TYPE "A" CURB INLET	24" RCP - 21.05 (W)
S-96	1.08	TYPE "A" CURB INLET	30" RCP - 20.55 (E)
S-97	2.04	TYPE "B" CURB INLET	30" RCP - 20.45 (W)
S-98	0.46	TYPE "A" CURB INLET	30" RCP - 20.45 (E)
S-101	1.60	TYPE "A" CURB INLET	15" RCP - 20.45 (NW)
S-102	-	18" MES	30" RCP - 20.35 (S)
			15" RCP - 20.35 (SE)
			36" RCP - 20.35 (N)
			36" RCP - 20.10 (S)
			36" RCP - 20.10 (N)
			15" RCP - 21.35 (NW)
			18" RCP - 23.90
			18" RCP - 23.00

**STORMWATER MGMT. FACILITY 5**

MIN. TOB EL. = 30.25  
NWL EL. = 26.50  
MAX. BOT. EL. = 20.50  
MIN. BOT. EL. = 10.50

DHW (100 yr) EL. = 29.58  
DHW (25 yr) EL. = 29.01  
DHW (5 yr) EL. = 28.38  
DHW (Mean) EL. = 28.09

PLANS PREPARED UNDER THE DIRECTION OF:

THOMAS B. WELCH, P.E.  
P.E. NO. 58805

REVISIONS:

ETW NO. 05-233

DRAWN BY: R.P.E.

DESIGNED BY: T.B.W.

CHECKED BY: T.B.W.

DATE: AUGUST 30, 2006

**PAVING AND DRAINAGE PLAN**

**PALENCIA NORTH PUD - PHASE I**

**FOR INTEREST CONSTRUCTION OF JAX, INC.**

**ST. JOHNS COUNTY, FLORIDA**

**England, Thimby & Miller, Inc.**

ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS

14776 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258

CERTIFICATE OF AUTHORIZATION NUMBER 2664

PHONE NUMBER (904) 642-8890 FAX NUMBER (904) 642-9486

DRAWING NUMBER

**71**

**WMD-13**

EXHIBIT "A"

RECEIVED

SEP 01 2006

SJRWMD

JAX SC



*E.*

**AGREEMENT BETWEEN THE  
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT  
AND RIVERSIDE MANAGEMENT SERVICES, INC.  
FOR FIELD OPERATIONS MANAGEMENT SERVICES**

**THIS FIELD OPERATIONS MANAGEMENT AGREEMENT ("Agreement")** is made and entered into this first day of October, 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. Johns County, Florida, whose mailing address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**"), and

**Riverside Management Services, Inc.**, a Florida corporation, whose address is 9655 Florida Mining Boulevard West, Building 300, Suite 305, Jacksonville, Florida 32257 ("**Manager**").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* ("**Act**"); and

**WHEREAS**, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure ("**Improvements**") located within the District; and

**WHEREAS**, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1. Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**Section 2. Manager's Obligation.**

- A. Field Operations Management.** The Manager shall provide the District with field operations management services for the Improvements and shall designate a representative for purposes of reporting to and coordinating with the District

("Manager's Representative"). The Manager's Representative shall initially be Jerry Lambert and Manager shall notify the District in writing of any change in the Manager's Representative. Manager shall be responsible for, and authorized to perform on behalf of the District, general oversight and management of the Improvements, as further described in the scope of services attached hereto as **Exhibit A**.

- B. *Inspection.* The Manager shall conduct periodic inspections of all Improvements. In the event the Manager discovers any irregularities of, or needs of repair to, the Improvements, the Manager shall report same to the District Manager or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Notification of Emergency Repairs.* The Manager shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs of which Manager is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- D. *Care of the Property.* The Manager shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Manager, its employees or contractors. The Manager agrees to promptly repair any damage to such property resulting from the Manager's activities and work and to notify the District of the occurrence of such damage caused by the Manager's activities within forty-eight (48) hours.
- E. *Limitations on Manager's Duties.* Notwithstanding anything contained herein to the contrary:
  - i. The Manager shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Manager have the authority to approve change orders;
  - ii. The Manager shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.

**Section 3. Compensation.** The District shall pay the Manager the annual amount of Eighty Thousand Dollars (\$80,000), which amount shall be invoiced in twelve monthly installments of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$6,666.67) as services are provided. Additionally, the Manager shall be entitled to reimbursement for its reasonable and customary costs and expenses incurred by the Manager and its employees in the performance of its duties hereunder ("**Reimbursable Expenses**"). All Reimbursable Expenses shall be supported by reasonable documentation.



**Section 4. Term.**

- A. This Agreement shall commence October 1, 2021 and run through December 31, 2021 ("Initial Term"). The Initial Term shall be a probationary period. The District can terminate with or without cause, or for any reason, during the Initial Term.
- B. After the Initial Term, the remainder of the term of this Agreement shall commence January 1, 2022 and terminate on September 30, 2022, unless otherwise extended or terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renew for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- C. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. The District may terminate the agreement immediately for cause, which shall include, but is not limited to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Manager. Termination for cause shall be affected by written (electronic) notice to the Manager. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

**Section 5. Insurance.** The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance set forth below.

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida to include Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- B. Commercial General Liability Insurance covering the Manager's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability.
- C. If an to the extent that the Manager owns or leases any automobiles, trailers or other equipment required to be licensed, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Manager of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds. This shall be required for the Commercial General Liability Policy without exception and based on market availability for the other policies referenced above.

**Section 6. Indemnity.** Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Manager further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

**Section 7. Recovery of Costs and Fees.** In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**Section 8. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**Section 9. Assignment.** Neither Party may assign this Agreement without the prior written approval of the other.

**Section 10. Independent Contractor Status.** In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**Section 11. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**Section 12. Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

**Section 13. Amendments.** 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 the District and the Manager.

**Section 14. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

**Section 15. Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first listed above.

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

**With a copy to:** KE Law Group, PLLC  
2800 S. Adams Street, #6386  
Tallahassee, Florida 32314  
Attn: District Counsel

**B. If to the Manager:** Riverside Management Services, Inc.  
9655 Florida Mining Boulevard West  
Building 300, Suite 305  
Jacksonville, Florida 32257

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

**Section 16. Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

**Section 17. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

**Section 18. Public Records.** Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager 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 Manager 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 Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager'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 Manager, the Manager 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 MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, ETORRES@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

**Section 19. 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.

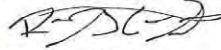
**Section 20. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a

dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**SWEETWATER CREEK COMMUNITY DEVELOPMENT  
DISTRICT**

DocuSigned by:



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Chairperson, Board of Supervisors

**RIVERSIDE MANAGEMENT SERVICES, INC.**

By: Richard M. Whitsel  
Print Name: Richard M. Whitsel  
Its: President

EXHIBIT A: Scope of Services**RIVERSIDE MANAGEMENT SERVICES, INC.**9655 Florida Mining Boulevard West – Building 300 – Suite 305 – Jacksonville, Florida - 32257

**WORK AUTHORIZATION  
FOR  
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT  
FIELD OPERATIONS MANAGEMENT SERVICES**

Riverside Management Services (RMS) shall provide full-time Field Operations Management Services for Sweetwater Creek Community Development District. Field Operations Managers will collaborate on all tasks in order to maintain the community at the highest standard. These services include contract administration, field related inspections, and oversight of the following items.

Field Tasks (Jerry):

- Coordinate and Oversee Field Related Maintenance Projects
- Minor Repairs
- Weekly Site Inspections
- Lighting Inspections and Coordinate Repairs
- Meeting with Contractors / Service Providers
- Attend District Board of Supervisors Meetings

Administrative Tasks (Cheryl):

- Oversee Landscape Maintenance Contract
- Oversee Lake Maintenance Contract
- Monitor Field Utility Accounts
- Complete Monthly Speed Control Radar Report
- Assist with Cost Share Agreement
- Uphold Field Operations Budget
- Provide an Operations Memorandum Outlining Field Related Activity
- Receive / Respond to Resident Emails and Phone Calls Pertaining to District Related Issues
- Provide Capital / Project Management Pricing and Proposals based upon each Individual Project

Full-Time Field Operations Management

Annual  
Amount FY22  
\$80,000

General Provisions:

Reasonable reimbursement for the expense of copies, office supplies, travel, etc.

Additional Services:

- General Maintenance Personnel (per hour) \$35.00
- Pressure Washing (upon request)

*F.*





934 North Magnolia Avenue, Suite 100  
Orlando, Florida 32803  
407-843-5406  
[www.mcdermittdavis.com](http://www.mcdermittdavis.com)

October 4, 2021

Board of Supervisors  
*Sweetwater Creek Community Development District*  
219 East Livingston Street  
Orlando, FL 32801

The following represents our understanding of the services we will provide *Sweetwater Creek Community Development District*.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of *Sweetwater Creek Community Development District*, as of September 30, 2021, and for the year then ended and the related notes to the financial statements, which collectively comprise *Sweetwater Creek Community Development District's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

**Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards.



In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

#### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Sweetwater Creek Community Development District's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Management Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of the audit, we will assist preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have accepted responsibility for them.

With respect to any nonattest services we perform, such as drafting the financial statements and proposing adjusting or correcting journal entries to be reviewed and approved by management, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The engagement is limited to the drafting of financial statements as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

*Government Auditing Standards* require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

#### **Reporting**

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

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in January 2022 and the audit reports and all corresponding reports will be issued no later than June 1, 2022.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDimit Davis, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$3,700 for the year ended September 30, 2021 (\$3,700 for September 30, 2022, \$3,800 for September 30, 2023, and \$3,800 for September 30, 2024), inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Sweetwater Creek Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for three additional years subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) 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. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *Sweetwater Creek Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

This audit engagement letter with any addendum, if any, constitute the complete and exclusive statement of the agreement between the parties.

#### **Public Records**

Auditor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and. Accordingly, Auditor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Auditor acknowledges that the designated public records custodian for the District is Government Management Services ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Auditor 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 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 Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Auditor'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 Auditor, Auditor 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 AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT**

**407-841-5524, RECORDREQUEST@GMSFCFL.COM, OR AT 219 EAST LIVINGSTON ST.,  
ORLANDO, FL 32801.**

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

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

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

*McDirmit Davis*

McDirmit Davis, LLC  
Orlando, FL

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Sweetwater Creek Community Development District

Acknowledged and agreed on behalf of Sweetwater Creek Community Development District by:



Title: Secretary



PRIDA, GUIDA & PEREZ, P.A.  
CERTIFIED PUBLIC ACCOUNTANTS  
1106 N. FRANKLIN STREET  
TAMPA, FLORIDA 33602  
TELEPHONE: (813) 226-6091  
FAX: (813) 229-7754

## Report on the Firm's System of Quality Control

August 21, 2020

To the Owners of McDirmit Davis, LLC  
And the Peer Review Committee of the  
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC (the firm), in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC in effect for the year ended June 30, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDirmit Davis, LLC has received a peer review rating of *pass*.

Prida Guida & Perez, P.A.

*FIFTH ORDER OF BUSINESS*

# UNIVERSAL ENGINEERING SCIENCES

## WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, LLC (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

**PROJECT NAME:** Sweetwater Creek (North Palencia) Pavement Evaluation – Phase I and II  
**PROJECT LOCATION:** St. Johns County, Florida  
**CLIENT NAME:** Governmental Management Services, LLC  
Attention: Mr. Ernesto Torres  
**DATE:** September 29, 2021  
**CLIENT ADDRESS:** 475 West Town Place - Suite 114  
St. Augustine, Florida 32092  
**PHONE NO.:** 904-940-5850  
**EMAIL:** etorres@gmsnf.com

### I. Scope of Services and Understanding of Project

Engineering site visit to document existing existing pavement conditions and determine core locations. Mobilize drill crew and coring equipment. Perform 105 pavement cores (approximately every 500 feet) and 52 static cone penetrometer soundings to depths of 6 feet. Patch coreholes. Perform index and classification testing on representative samples. Transmit a report with a description of the field and laboratory procedures, the field and laboratory test results, a general pavement evaluation based on the subsurface conditions encountered and pavement conditions observed, and recommendations for pavement maintenance. Report to be transmitted within 6 weeks of receipt of formal authorization.

UES Docs No. 1902971  
Lump Sum Fee - \$29,000.00

- II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:**
- A. UES General Conditions
  - B. UES Proposal Dated: September 29, 2021
  - C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
  - D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

### III. Authority to proceed and for payment. (To be completed by Client)

If the above invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: \_\_\_\_\_ Social Security No. or  
Federal Identification #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT	_____	UNIVERSAL ENGINEERING SCIENCES, LLC	_____
BY (Signature)	_____	BY (Signature)	_____
PRINTED NAME	_____	PRINTED NAME	Stephen R. Weaver, P.E.
TITLE	_____	TITLE	Geotechnical Services Manager
DATE	_____	DATE	September 29, 2021

RETURN EXECUTED COPIES TO  
UNIVERSAL ENGINEERING SCIENCES, LLC  
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648  
TELEPHONE: 904.296.0757 / FAX: 904.296.0748





**Universal Engineering Sciences, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES** 1.1 Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

**SECTION 2: STANDARD OF CARE** 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS** 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: BILLING AND PAYMENT** 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 5: OWNERSHIP AND USE OF DOCUMENTS** 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

**SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

**SECTION 7: RISK ALLOCATION** 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

**SECTION 8: INSURANCE** 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3



To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

**SECTION 9: DISPUTE RESOLUTION** 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

**SECTION 10: TERMINATION** 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. 10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

**SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS** 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. 11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**SECTION 12: ENVIRONMENTAL ASSESSMENTS** Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

**SECTION 13: SUBSURFACE EXPLORATIONS** 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 14: SOLICITATION OF EMPLOYEES** Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

**SECTION 15: ASSIGNS** Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

**SECTION 16: GOVERNING LAW AND SURVIVAL** 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

**SECTION 17: INTEGRATION CLAUSE** 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. 17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**SECTION 18: WAIVER OF JURY TRIAL** Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

**SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

## *SEVENTH ORDER OF BUSINESS*

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

KE LAW GROUP, PLLC  
2800 S. Adams Street, #6386  
Tallahassee, Florida 32314  
Attention: Jennifer Kilinski, Esq.

## ACKNOWLEDGMENT OF INTERLOCAL AGREEMENTS

This **ACKNOWLEDGMENT OF INTERLOCAL AGREEMENTS** (the "**Acknowledgment**") is made as of October \_\_, 2021, by and between the **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of government located in St. Johns County, Florida ("**Marshall Creek**") and the **SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government located in St. Johns County, Florida ("**Sweetwater Creek**") (collectively referred to herein as the "**Districts**").

### RECITALS

**WHEREAS**, Marshall Creek and Sweetwater Creek are special purpose units of local government located entirely within St. Johns County, Florida; and

**WHEREAS**, pursuant to Section 190.012(2), Florida Statutes, St. Johns County has previously granted consent to Marshall Creek and Sweetwater Creek Community Development Districts to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and

**WHEREAS**, the Districts are empowered by Section 190.012(1)(g), Florida Statutes, and Section 163.01, Florida Statutes, to enter into interlocal agreements with each other, provided the project is consistent with the local government comprehensive plan of St. Johns County; and

**WHEREAS**, the Districts have entered into multiple interlocal agreements relating to usage and staffing of their respective amenity/recreation facilities and associated infrastructure and improvements; and

**WHEREAS**, given the multiple versions of interlocal agreements and in an effort to avoid confusion, the Districts now wish to clarify the versions of the interlocal agreements intended to be effective as of the date of this acknowledgment and provide for the recording of same.

**NOW THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, the Districts agree as follows:

**SECTION 1. RECITALS.** The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Acknowledgment.

**SECTION 2. INTERLOCAL AGREEMENT AS TO RECIPROCAL USAGE.** The *Restated and Amended Interlocal Agreement between Marshall Creek Community Development District and Sweetwater Creek Community Development District regarding the Reciprocal Usage Matters*, signed by Marshall Creek on June 19, 2014, and by Sweetwater Creek on May 1, 2014, attached hereto as **Exhibit A** (the “**Reciprocal Usage Agreement**”), is intended to constitute the full and complete agreement and understanding between the Districts as to reciprocal usage rights for their respective recreation and security facilities. All other agreements related to the subject matter therein are hereby terminated and superseded, including but not necessarily limited to:

- A. The *Interlocal Agreement between Marshall Creek Community Development District and Sweetwater Creek Community Development District Regarding the Reciprocal Usage Matters*, signed by Marshall Creek on December 13, 2006, and by Sweetwater Creek on December 11, 2006, as amended.

**SECTION 3. INTERLOCAL AGREEMENT AS TO STAFFING SERVICES FOR RECIPROCAL USAGE FACILITIES & LANDSCAPING.** The *Restated Interlocal Agreement between Marshall Creek Community Development District and Sweetwater Creek Community Development District regarding the Provision of Staffing Services for Reciprocal Usage Facilities & Landscaping*, with a term beginning March 1, 2020, attached hereto as **Exhibit B** (the “**Staffing Services Agreement**”), is intended to constitute the full and complete agreement and understanding between the Districts as to Marshall Creek’s provision of amenity staff and landscaping staff to Sweetwater Creek. All other agreements related to the subject matter therein are hereby terminated and superseded, including but not necessarily limited to:

- A. The *Interlocal Agreement Between Marshall Creek Community Development District and Sweetwater Creek Community Development District Regarding the Provision of Staffing Services for Reciprocal Use Facilities*, commencing March 15, 2011.
- B. The *Interlocal Agreement Between Marshall Creek Community Development District and Sweetwater Creek Community Development District Regarding the Provision of Staffing Services for Reciprocal Usage Facilities*, with an initial term beginning upon execution and ending on June 30, 2016, as amended.

**SECTION 4. AMENDED ADDRESSES FOR NOTICE.** For purposes of providing notices under Section 12 of the Staffing Services Agreement or Section 12 of the Reciprocal Usage Agreement, notices shall be sent to the following addresses:

- A. If to Marshall Creek: Marshall Creek Community Development District  
c/o Inframark, LLC  
210 N. University Drive, Suite 702  
Coral Springs, FL 33071  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe St.  
Post Office Box 6526

Tallahassee, FL 32314  
Attn: District Counsel

B. If to Sweetwater Creek: Sweetwater Creek Community Development District  
c/o Governmental Management Services – Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, FL 32801  
Attn: District Manager

With a copy to: KE Law Group, PLLC  
2800 S. Adams Street, #6386  
Tallahassee, Florida 32314  
Attn: District Counsel

**SECTION 5. RECORDING.** The Districts authorize this Acknowledgment with all of its Exhibits to be filed with the clerk of the circuit court of St. Johns County, Florida, in accordance with Chapter 163, Florida Statutes.

**SECTION 6. AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Acknowledgment, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Acknowledgment.

**SECTION 7. COUNTERPARTS.** This Acknowledgment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the Districts have caused this instrument to be executed on the dates written below.

**Attest:**

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit A:** Reciprocal Usage Agreement

**Exhibit B:** Staffing Services Agreement

**Exhibit A**  
**Reciprocal Usage Agreement**

**RESTATED AND AMENDED INTERLOCAL AGREEMENT BETWEEN MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING THE RECIPROCAL USAGE MATTERS**

THIS AGREEMENT is made by and between the **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government located in St. Johns County, Florida ("Marshall Creek") and the **SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government located in St. Johns County, Florida ("Sweetwater Creek") (collectively referred to herein as the "Districts").

**RECITALS**

**WHEREAS**, Marshall Creek and Sweetwater Creek are special purpose units of local government located entirely within St. Johns County, Florida; and

**WHEREAS**, pursuant to section 190.012(2), Florida Statutes, St. Johns County has previously granted consent to Marshall Creek and Sweetwater Creek Community Development Districts to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural and educational uses; and

**WHEREAS**, the Districts have provided, and/or anticipate providing, certain recreational infrastructure improvements within their respective boundaries; and

**WHEREAS**, the Districts are contiguous geographically, are virtually adjacent to each other, are interconnected through roadway infrastructure, include lands located within the Marshall Creek Development of Regional Impact (the "DRI") and are expected to developed as a part of the Palencia community; and

**WHEREAS**, the DRI requires the provision of certain recreational resources which will be jointly satisfied by Marshall Creek and Sweetwater Creek; and

**WHEREAS**, each district presently operates various security infrastructure associated with its roadway and other improvements; and

**WHEREAS**, reciprocal usage of facilities will enhance the value of properties within both Districts, create more usage opportunities for the landowners within both District, and extend the life of the respective facilities by helping to address overuse of the facilities; and

**WHEREAS**, reciprocal usage of facilities will make different recreational activities available to residents and fee payers of both Districts than would be the case without a reciprocal usage agreement; and

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**WHEREAS**, reciprocal usage of recreation facilities will provide alternative recreation facilities to be used by each District's residents and fee payers in times when limited recreation areas within a resident/feepayer's District are utilized at full capacity; and

**WHEREAS**, the Districts are empowered by section 190.012(1)(g), Florida Statutes, and section 163.01, Florida Statutes, to enter into interlocal agreements with each other, provided the project is consistent with the local government comprehensive plan of St. Johns County; and

**WHEREAS**, adopting a policy of reciprocal usage will reduce the administrative burden for each District and provide opportunities for cost sharing between the Districts.

**NOW THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

## **SECTION 1**

**1.1. Reciprocal Recreation Usage Rights.** Marshall Creek and Sweetwater Creek hereby agree that their landowners, residents and fee payers shall generally have reciprocal rights to use recreational facilities owned by each District as such facilities are described generally in Exhibit A hereto. There shall be no additional charge to residents and fee payers of either District for these reciprocal usage rights. However, any such usage shall be subject to the rules, regulations, and policies applicable to the particular District facility being used. For illustration purposes only, if a resident or fee payer of Marshall Creek desired to hold a pool party at the Sweetwater Creek CDD aquatic facility, such resident/feepayer would be required to pay the same pool party fee imposed by the Sweetwater Creek CDD on its residents/fee payers for such use. For purposes of this Agreement, the term "feepayer" means that person who pays the recreation fee applicable to that District but who may not be a resident or landowner of the District.

**1.2. Reciprocal Security Usage Rights.** Marshall Creek and Sweetwater Creek hereby agree and understand that each district may operate certain security facilities as contemplated by Section 190.012, Florida Statutes, including gatehouses across either district's public roadways. Each District has granted to the other a non-exclusive easement over certain roadways within their respective boundaries to ensure access to property within each District's boundaries. The Districts agree and covenant to exercise their security powers only in a manner consistent at all times with Florida statutory and/or common law as well as applicable federal law and each district's respective bond covenants. Under no circumstances shall either district preclude or prohibit access over roadways or to other facilities in any manner violative of the previously enumerated authorities.

**1.3. Sharing of Costs.** Marshall Creek and Sweetwater Creek agree that in recognition of the reciprocal usage rights mutually granted herein, certain costs associated with the maintenance, operation, upkeep, repair and replacement of reciprocally used facilities should be shared ("Shared Costs"). The facilities or services to be subject to such Shared Costs include all the facilities shown on Exhibit A hereto. No later than June 1 of each year, each district shall provide to the other its proposed budget which shall specifically identify the proposed Shared



Costs. The Districts shall cooperate in the sharing of information, contracts, consultant information or other back up to support such proposed budgets as related to the proposed Shared Costs listed in each budget. Both Districts' Shared Costs shall be aggregated and each district shall pay a percentage of the Shared Costs. Each district's percentage of the Shared Costs shall be determined as follows: The total platted lots (or units for lands not platted, such as multi-family units) within Marshall Creek and Sweetwater Creek as of each May 1 shall be determined by reference to the official records of St. Johns County, Florida. Each district shall budget and pay its percentage of the Shared Costs equal to its percentage of platted lots or units as compared to the total platted lots or units within both Districts as of May 1 of that year. (By way of example, if as of May 1, 2014, there have been 1000 lots platted or units for all the lands within Sweetwater Creek and Marshall Creek, with 700 lots platted or units for Marshall Creek, then Marshall Creek would budget and pay for 70% of the shared costs and Sweetwater Creek would budget and pay for 30% of the shared costs for the fiscal year commencing on October 1, 2014).

**1.4 Application of Shared Costs.** Shared Costs shall be paid by January 1 of the applicable fiscal year. If, upon completion of the fiscal year, there remains a surplus of funds paid towards the Shared Cost, such funds shall be applied to the next fiscal year's Shared Costs. (By way of example, if as of September 30, 2015, there is \$10,000 of Shared Costs that did not accrue under the example above, such funds would be applied to the budget year beginning October 1, 2015 under the formula by which they originally paid. Accordingly, Marshall Creek would receive a credit of \$7,000 and Sweetwater Creek would receive a credit of \$3,000.)

## **SECTION 2**

**Limitation on Reciprocal Usage Rights.** Without the written consent of the other, neither Marshall Creek nor Sweetwater Creek shall have the authority to permit, or enter into an agreement with, another entity expanding these reciprocal usage rights for the benefit of persons or entities who are not landowners, residents or fee payers of either District.

## **SECTION 3**

**3.1. Review of Reciprocal Usage.** Either District may request a joint public meeting of each District's Boards of Supervisors. If such a meeting is requested, the meeting shall be held with expediency. This joint meeting shall be noticed in the same manner as a regular board of supervisors meeting. The purpose of this joint meeting shall be to evaluate any area of dissatisfaction based on staff experience and resident input or other matters relating to the reciprocal or joint use of facilities. Capacity, hours of operation, and other issues otherwise related to reciprocal usage should be considered at such meeting. The Districts agree to use good faith toward the resolution of any such issues.

**3.2. Mediation.** In the event the Districts are unable to resolve the reciprocal usage issues which are the subject of the joint, public meeting, the Districts shall submit their dispute to binding mediation to resolve such issues. The Districts agree to cooperate in the selection of a mediator, and agree to share equally in mediation expenses, including the fees of the mediator.

However, each District shall be responsible for the fees of its counsel. This mediation shall be held within forty-five (45) days of the conclusion of the joint public meeting.

**3.3 Mutual Termination.** The Districts shall have the option of terminating this Agreement only by entering into a written Termination Agreement. Recognizing that this Interlocal Agreement facilitates the fulfillment of conditions within the Marshall Creek Development of Regional Impact, ensures compliance with state and federal law and may be disclosed to the bond holders of either district, in no event shall the effective date of termination set by such a Termination Agreement be sooner than the final repayment of any bonds issued by either District to fund any portion of either District's security or recreation facilities.

#### **SECTION 4**

**Controlling Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

#### **SECTION 5**

**Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

#### **SECTION 6**

**No Violation of District Bond Covenants; No Impact on Public Facility.** Nothing contained in this agreement shall operate to violate any of the Districts' bond covenants. Nothing herein shall be construed to affect the status of either District's recreational or other facilities or improvements as "public" facilities, under the terms and conditions established by the Districts. Nothing herein shall give either District the right or ability to amend or revise any operating policy, rule or procedure governing the other District's recreational facilities.

#### **SECTION 7**

**Amendment.** This agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

#### **SECTION 8**

**Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Districts related to reciprocal usage rights.

#### **SECTION 9**

**No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof to or for the benefit

of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

#### SECTION 10

No Waiver of Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Districts, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

#### SECTION 11

Interpretation. This Agreement has been negotiated fully between the parties as an arms length transaction. Both Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

#### SECTION 12

Notice. Each District shall furnish to the other such notice, as may be required from time to time, pursuant to the administration of this Agreement, in writing, posted in the U.S. mail or by overnight delivery service and addressed as follows (or to any subsequent address provided by either party):

To Marshall Creek:

Marshall Creek Community Development District

475 W. Town Place, S

St. Augustine, Florida

Attn: District Manager

To Sweetwater Creek:

Sweetwater Creek Co

14785-4 St. Augustine

Jacksonville, Florida 3

Attn: District Manager

#### SECTION 13

Effective Date. This Interlocal Agreement and the rights c effective upon execution by the last signing District, regardless of

the various facilities and shall be filed and/or recorded in accordance with Chapter 163, Florida Statutes.

#### **SECTION 14**

Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the undersigned set their hands as of the 19<sup>th</sup> day  
June, 2014.

**MARSHALL CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

By:

Chairman

Witness:

April Day-Wolff

April Day-Wolff

Print Name

Witness:

Beth A. Grossman

BETH A. GROSSMAN

Print Name

IN WITNESS WHEREOF the undersigned set their hands as of the 1<sup>st</sup> day of May, 2014.

**SWEETWATER CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

By: [Signature]  
Chairman

Witness: [Signature]  
Jill Cupps  
Print Name

Witness: [Signature]  
Wesley Huber  
Print Name

EXHIBIT A TO INTERLOCAL AGREEMENT	
Description of Shared Use	Additional Information
Marshall Creek Recreation Facility	The recreation center located at the NW corner of Palencia Club Drive and Market Street.
Marshall Creek Tennis Center	The Tennis Center located on West Side Row in Palencia's Village Center.
Guardhouse/Gates/Roving Patrols	The Guardhouse and Gates existing and planned for the South Loop Road, the North Loop Road, and Las Calinas Blvd., including roving patrols.
Boardwalks	Boardwalks existing and planned in Marshall Creek and Sweetwater Creek.
Fish Camp	Fish Camp located on Pine Island Road.
Parks w/ proposed tennis, basketball, pavilions	Parks in Marshall Creek and Sweetwater Creek w/ proposed tennis, basketball, pavilions, and other recreational uses.
Sweetwater Creek Recreation Facility	The recreation center located on North Loop Parkway.

## **Exhibit B Staffing Services Agreement**

### **RESTATED INTERLOCAL AGREEMENT BETWEEN MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISION OF STAFFING SERVICES FOR RECIPROCAL USAGE FACILITIES & LANDSCAPING**

THIS RESTATED INTERLOCAL AGREEMENT ("Agreement") is made by and between the **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government located in St. Johns County, Florida ("Marshall Creek") and the **SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government located in St. Johns County, Florida ("Sweetwater Creek") (collectively referred to herein as the "Districts").

#### **RECITALS**

**WHEREAS**, the Districts have provided certain recreational facilities within their respective boundaries, and are responsible for the operation and maintenance of such recreational facilities; and

**WHEREAS**, pursuant to the Restated Interlocal Agreement Between Marshall Creek Community Development District and Sweetwater Creek Community Development District Regarding the Reciprocal Usage Matters ("Reciprocal Usage Agreement"), each Districts' landowners, residents and fee payers generally have reciprocal rights to use recreational facilities owned by each District; and

**WHEREAS**, in light of the reciprocal usage of the Districts' recreational facilities, the Districts desires to provide uniform and consistent staffing services in connection with the management, operation, and maintenance of both recreational facilities; and

**WHEREAS**, the Districts agree that it is in their best interest that Marshall Creek provide staffing services under such terms as are detailed below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Districts hereto agree as follows:

**1. RECITALS.** The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

**2. PROVISION OF STAFFING SERVICES.**

**A. Amenity Staff.** Marshall Creek hereby agrees to provide to Sweetwater Creek staffing services as described in the attached **Exhibit A**. In order to fulfill this obligation, it is anticipated that Marshall Creek will provide employees or consultants to perform services in connection with the recreational facilities ("Amenity Staff"). In exchange for receiving such services, Sweetwater Creek hereby authorizes Marshall Creek to direct the Amenity Staff and to



make decisions relating to the day-to-day management and operation of Sweetwater Creek's recreational facilities. The staffing schedules may be adjusted each year and shall be approved by the Districts upon incorporation and approval of the same in the Districts' respective adopted Operations and Maintenance Budgets.

**B. Landscaping Staff.** Marshall Creek further agrees to provide Sweetwater Creek staffing services as described in the attached **Exhibit B**. In order to fulfill this obligation, it is anticipated that Marshall Creek will provide employees or consultants to perform services in connection with landscaping the recreational facility owned by Sweetwater Creek ("Landscaping Staff", and together with Amenity Staff "Staff"). In exchange for receiving such services, Sweetwater Creek hereby authorizes Marshall Creek to direct the Landscaping Staff and to make decisions relating to the day-to-day management and operation of the landscaping associated with Sweetwater Creek's recreational facilities. Notwithstanding anything to the contrary, the staffing schedules may be adjusted each year, and shall be deemed approved by the Districts upon incorporation and approval of the same in the Districts' respective adopted Operations and Maintenance Budgets.

**3. TERM.** The term of this Agreement shall begin on March 1, 2020 and end on February 28, 2021. This Agreement shall then automatically renew at twelve (12) month intervals unless terminated.

**4. TERMINATION.** Either party may terminate this Agreement at any time without cause, by giving at least sixty (60) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, each party shall have the right to terminate this Agreement immediately, provided that there shall be a reasonable opportunity for cure. Terminations may be in part or in whole – i.e., the provision of Landscaping Staff may be terminated without termination of the provision of Amenity Staff. Any termination of this Agreement shall not release either party of its obligation to fund "Shared Costs" under the Reciprocal Usage Agreement.

**5. OFFICE SPACE AND SUPPORT SERVICES.** The Districts shall coordinate to provide the Staff with such supplies or support as shall be reasonably necessary for the Staff to render services in accordance with this Agreement.

**6. COMPENSATION.**

**A.** Compensation for the Amenity Staff shall be set each year with the adoption of each Districts' respective adopted Operations and Maintenance Budgets. Sweetwater Creek agrees to pay Marshall Creek two thousand dollars (\$2,000.00) per month as compensation for the Landscaping Staff. If the actual expenses for the Landscaping Staff exceed the budgeted amount, Marshall Creek will pay the overage.

**B.** Payment under this Agreement shall be made in monthly installments. Marshall Creek shall invoice the Sweetwater Creek for each upcoming installment. Payments shall be made by wire transfer or by other method agreed to by the Districts and shall be due within thirty

(30) days of the date of the invoice ("Installment Due Date"). If an Installment Due Date falls on a weekend or other bank holiday, that installment shall instead be due and payable to the Marshall Creek no later than the business day prior to the Installment Due Date.

D. The Districts agree that all expenses associated with the staffing services identified herein shall be considered "Shared Costs" under the Reciprocal Usage Agreement. Should the termination of this Agreement necessitate a re-allocation of funds under the Reciprocal Usage Agreement, the Districts agree to use good faith efforts to accomplish the same.

7. **CONTROL OF MANAGERS.** All services required to be rendered by the Staff hereunder shall be rendered subject to the consent, control and direction of Marshall Creek through the offices of the Marshall Creek's District Manager, the District Manager's designee, the General Manager, or the Amenity Center Director. However, Marshall Creek agrees to meet with a Sweetwater Creek designee to discuss matters relating to the management and operation of the recreational facilities on an annual basis or upon request, and agrees to promptly address reasonable concerns raised by Sweetwater Creek in connection with the same.

8. **RELATIONSHIPS.** The Districts shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. The Districts acknowledge and agree that the Staff shall be employees or contractors of Marshall Creek. In furtherance thereof, Marshall Creek shall be responsible for the payment of all appropriate compensation, taxes and employee benefits and other charges payable with respect to the Staff, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Staff.

9. **PREVAILING PARTY.** If it should become necessary for either of the Districts to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. **JURY WAIVER.** The Districts hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the Districts entering into the subject Agreement.

11. **FORCE MAJEURE.** Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

**12. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Districts, as follows:

**A. If to Marshall Creek:** Marshall Creek  
Community Development District  
Inframark, LLC  
210 N. University Drive, Suite 702  
Coral Springs, FL 33071  
Attention: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attention: District Counsel

**B. If to Sweetwater Creek:** Sweetwater Creek  
Community Development District  
Governmental Management Services  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801  
Attention: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attention: District Counsel

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

13. **IMMUNITY.** The Districts agree that nothing contained in this agreement shall constitute or be construed as a waiver of the Districts' limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

14. **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Districts hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Districts hereto and their respective representatives, successors and assigns.

15. **FURTHER ACTIONS.** Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.

16. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

17. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both Districts hereto and shall remain in effect unless terminated by either of the Districts hereto.

18. **PUBLIC RECORDS.** Marshall Creek and Sweetwater Creek understand and agree that all documents of any kind provided in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

19. **WAIVER.** No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

20. **UNENFORCEABILITY.** If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

21. **SURVIVAL OF TERMS.** The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the Districts hereto and the consummation of the transactions between the Districts contemplated herein.

22. **CAPTIONS.** The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

**23. ENTIRE AGREEMENT; BINDING EFFECT.** Except as to modifications authorized herein, this Agreement constitutes the entire agreement and understanding between the Districts with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the Districts hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

**24. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**25. EFFECT ON PRIOR AGREEMENTS.** This Agreement shall supersede the Interlocal Agreement Regarding the Provision of Staffing Services for Reciprocal Use Facilities executed on or around March 15, 2011 and the Interlocal Agreement Regarding the Provision of Staffing Services for Reciprocal Usage Facilities executed on or around June 11, 2014.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

In witness whereof, the Districts execute this agreement the day and year first written above.

Attest:

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

K. Hollis  
(Katie Hollis)  
01-22-2020

Howard Entwien  
Signature  
Howard Entwien  
Printed Name  
Chairman  
Title

Attest:

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Jill Burns  
Jill Burns

R. Liso Tita  
Signature  
R. LISO TITA  
Printed Name  
BOARD CHAIR  
Title

## **EXHIBIT A**

### **Amenity Staff Scope of Services**

#### **Purpose**

- Provide day-to-day staffing and operations management of the Sweetwater Creek Community Development District's Amenity Center Building and Pool Facility located at 1865 North Loop Parkway, St. Augustine, FL 32095, while emphasizing positive response to concerns of facility patrons.

#### **Amenity Staff Composition**

- Amenity Center Director
- Front Desk Staff (Reports to Amenity Center Director)
- Child Watch Staff (Reports to Amenity Center Director)
- Lifeguard Staff (Reports to Amenity Center Director)
- Maintenance Staff (Reports to Amenity Center Director)
- Outside Fitness Staff (Reports to Amenity Center Director)

#### **Main Building Fitness Facility and Child Watch Scope of Services:**

- Administer daily operations of facility, including, but not limited to:
  - timely opening and closing of facility;
  - mechanical operations, maintenance, and cleanliness of facility;
  - perform minor repairs; and
  - recommended replacement or major repairs of fitness equipment.
- Reception of facility patrons, including administering access and coordination with Property Manager on access control questions and issues.
- All employees to provide friendly, competent, well-trained service to facility patrons.
- Child Watch employees to provide friendly, competent, well-trained, and attentive service to, and a safe and activity-filled environment for, children in their care.
- Director to prepare a divisional budget; monitor revenue and expenses; forecast trends; enter and approve purchase orders; transfer money within budget accounts in coordination with District(s) management staff; make recommendations for mid-year budget adjustments.
- Administer janitorial contract for facility, including coordination with janitorial vendor on specific daily needs.
- Maintain supply parts, pool chemicals, cleaning supplies, uniforms and concession supplies for facility.
- Coordinate the scheduling of 16 weekly aerobics classes with third-party service provider.
- Author Swim & Fitness section of quarterly Palencia newsletter.
- Oversees special events at the Swim & Fitness Facility; provides input and manpower to decorate not only the Swim & Fitness Center, but other portions of the community as directed by the Operations Manager.

- Collect, account for and deposit any revenues received.
- Director responsible for acquiring, holding, and maintaining an American Red Cross "Fundamentals Instructors Training" certification. Director will certify fellow colleagues and staff in American Red Cross First Aid and CPR training.
- Responsible for acquisition, training / certification, and maintenance of all CDD automated external defibrillators (AEDs). Coordinate with St. Johns County Fire/Rescue in implementation of AEDs.
- Director to review, edit, and coordinate payroll approval.
- Coordinate all aspects of a Facility Emergency Action Plan (EAP), including training of all staff in execution, mock drills, and updating the EAP as necessary.
- Create, maintain and provide a Monthly Facility Summary including budget details, repairs and maintenance log and monthly activities summary.

#### **Aquatics Scope of Services:**

- Coordinate interaction with St. Johns County Health Department during inspections, renewal of annual permits, and aquatics facility operations.
- Recommend replacement or major repairs of pool equipment, including filters, lighting, chemical feeders, P/A system, and other equipment.
- Coordinates activities with Fire/Rescue and Sheriff personnel during and relating to emergency situations.
- Develop and advertise (via newsletters, e-blasts, Palencia Press, etc.) aquatics classes and special events; prepare aquatics section of quarterly newsletter and web-site swim section; schedule pool space and staff for implementation of aquatics classes; supervise aquatics classes and special events.
- Oversee proper filtering and disinfecting of pool water, including proper calibration and operation of pool filtration system and chemical feeders.
- Will train and keep current, two (2) State-licensed Certified Pool Operators on staff.
- Create and implement new aquatic programs to meet the growing needs of community.
- Provide first aid or rescue assistance; prepare and review accident reports; review staff performance in emergency situations and provide feedback and/or corrective action if necessary.



## **EXHIBIT B**

### **Landscaping Staff Scope of Services**

Marshall Creek agrees to assume responsibility for mowing, fertilizing, and other normal landscape maintenance including the planting of flowers and ornamental plants in front and in back of the fitness center, competition pool area, and dog park. The landscape maintenance services shall be performed on the same schedule and to the same standard as currently provided within the Marshall Creek boundaries.

*EIGHTH ORDER OF BUSINESS*

**WORK AUTHORIZATION No. 10**

October 7, 2021

Sweetwater Creek Community Development District  
c/o GMS – Central Florida, LLC  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

Subject: **Work Authorization No. 10 – Amendment to the Supplementary  
Engineer’s Report dated July 12, 2019  
Sweetwater Creek Community Development District (“District”)**

Dear Chairperson, Board of Supervisors:

England, Thims & Miller, Inc., is pleased to submit this work authorization to provide engineering services for the Sweetwater Creek Community Development District. We will provide these services pursuant to our current agreement dated August 24, 2006 (“Master Agreement”) as follows:

**I. Scope of Work**

The District hereby engages the services of Engineer to prepare an Amendment to the July 12, 2019 Supplementary Engineer’s Report.

**II. Fees**

The District will compensate Engineer in accordance with the terms of the Master Agreement and Exhibit A, attached hereto, at a not-to-exceed amount of Two Thousand Five Hundred Dollars (\$2,500.00).

This proposal, together with the Master Agreement, represents the entire understanding between the District and Engineer 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 England, Thims & Miller, Inc. We look forward to working with you.

Sincerely,

---

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Sweetwater Creek Community Development District

## Exhibit A

### 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 .....	\$157.00/Hr.
Project Manager .....	\$180.00/Hr.
Assistant Project Manager .....	\$147.00/Hr.
Senior Planner .....	\$182.00/Hr.
Planner .....	\$149.00/Hr.
CEI Project Manager .....	\$165.00/Hr.
CEI Senior Inspector .....	\$148.00/Hr.
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.

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%.

## *NINTH ORDER OF BUSINESS*

## **RESOLUTION 2022-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops (together, “meetings”) for the purpose of conducting District business; and

**WHEREAS**, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

**WHEREAS**, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

**WHEREAS**, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

**WHEREAS**, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

**WHEREAS**, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

**SECTION 1. RECITALS.** The above stated recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. FINDINGS.** The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

**SECTION 3. WAIVER.** The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

**SECTION 4. REASONABLE NOTICE.**

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of October, 2021.

ATTEST:

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors



## *ELEVENTH ORDER OF BUSINESS*

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT AUTHORIZING AND  
APPROVING CHANGE OF DESIGNATED REGISTERED  
AGENT AND REGISTERED OFFICE.**

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

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**Section 1.** Ernesto Torres is hereby designated as Registered Agent for the Sweetwater Creek Community Development District.

**Section 2.** The District's Registered Office shall be located at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

**Section 3.** In accordance with Section 189.014(1), *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with St. Johns County and the Florida Department of Economic Opportunity.

**Section 4.** This Resolution shall become effective on upon its adoption.

**PASSED AND ADOPTED THIS 7TH DAY OF OCTOBER, 2021.**

**ATTEST:**

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairman, Board of Supervisors

## *TWELFTH ORDER OF BUSINESS*

*B.*



## MEMORANDUM

**To:** District Manager, District Engineer  
**From:** District Counsel  
**Date:** September 7, 2021  
**Subject:** Wastewater Services and Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

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We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

### ***What is required?***

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

### ***When is the deadline?***

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

### ***What steps should districts take?***

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

## CHAPTER 2021-194

### Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or



4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

*D.*

10/7/2021

# *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  
October 7, 2021

To: The Board of Supervisors

From: Jerry Lambert  
Field Operations Manager

RE: Sweetwater Creek Operations Report – October 7, 2021

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

## Completed Projects

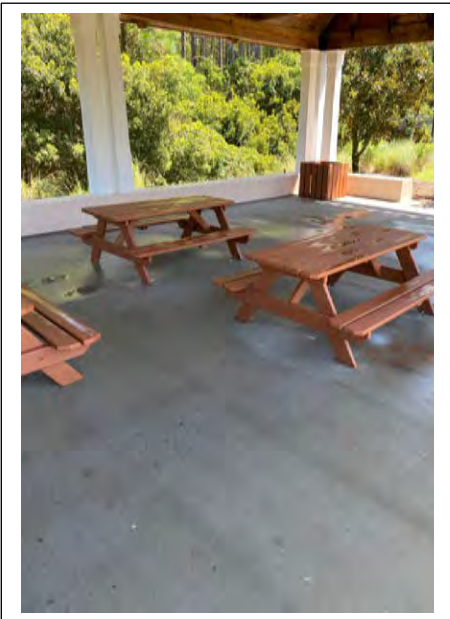
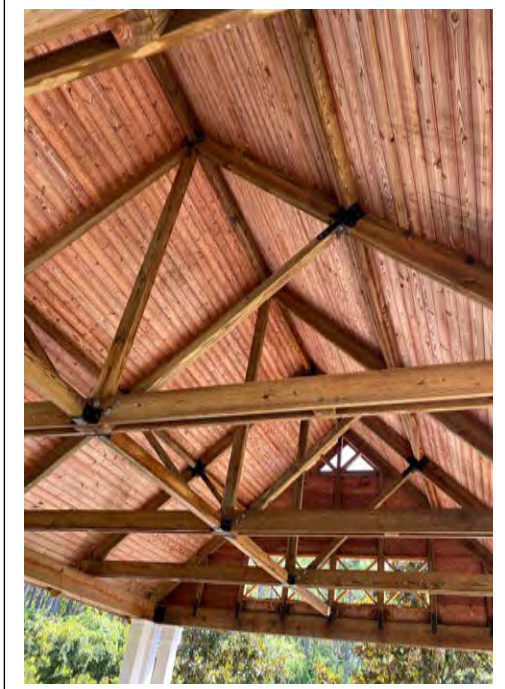


- The pavilion rooftop at Ensenada Park was pressure washed on 09/03 exposing the original color

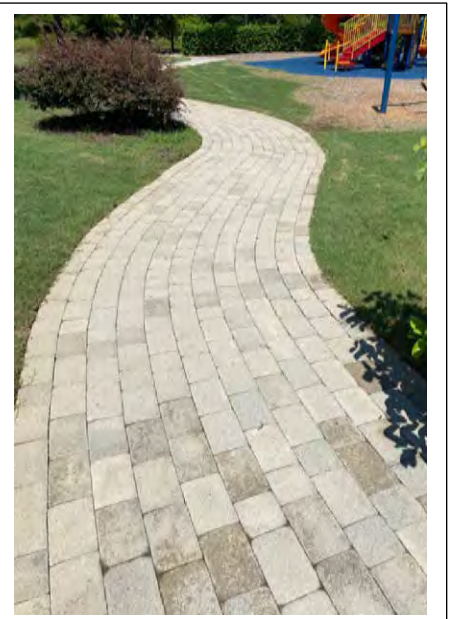




## Completed Projects



- The pavilion ceiling, floor, tables, and sidewalks at Ensenada Park were pressure washed on 09/03



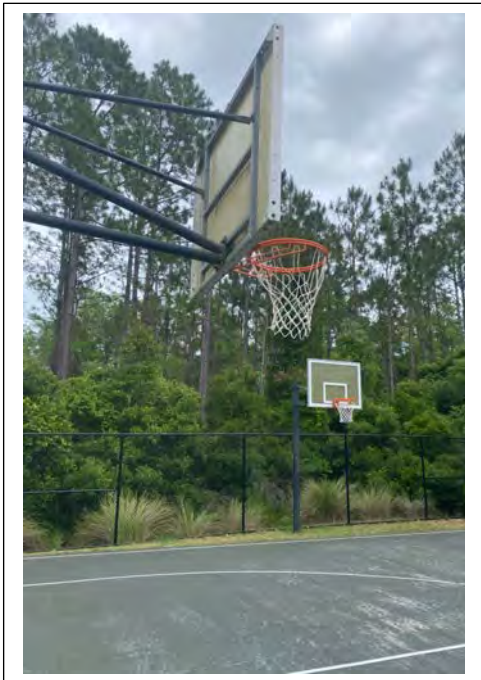
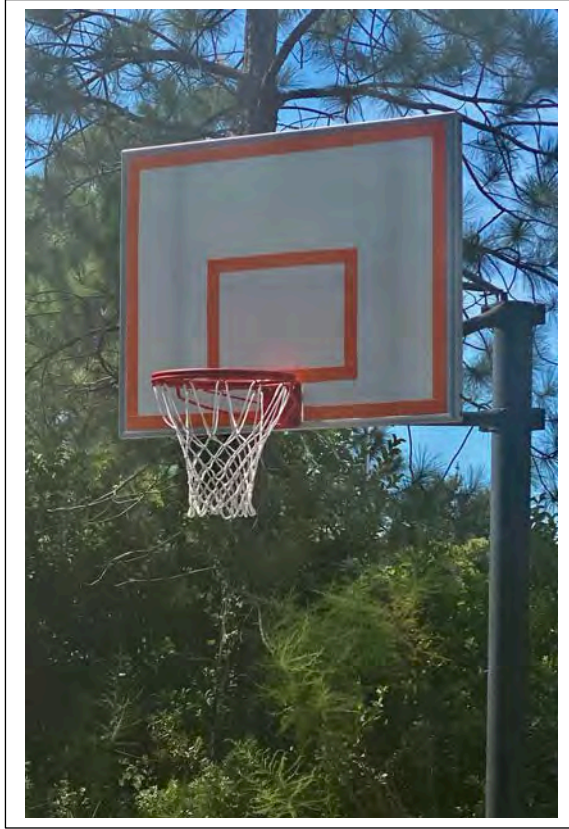
## Completed Projects



- 3 light poles at Ensenada Park were pressure washed and repainted black on 08/30



## Completed Projects



- 3 sun damaged basketball backboards were replaced in Ensenada Park on 09/29
- Resurfacing of the basketball court has been approved by the Board of Supervisors





## Completed Projects



- Playground structure at Ensenada Park was pressure washed on 09/03

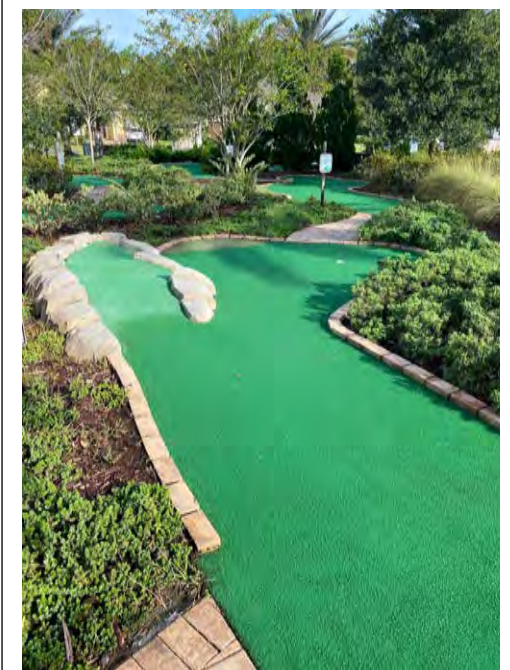




## Completed Projects

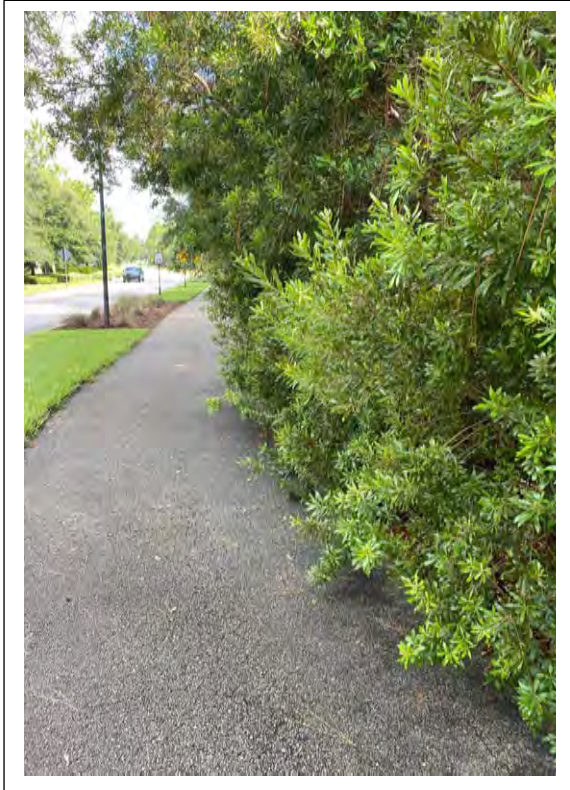


- The miniature golf course at La Palma Park was pressure washed on 09/17 removing all dirt, mold, and mildew
- All pavers, playground equipment, and the island at Mitad Circle were also pressure washed on 09/17
- Approximately 30 landscaping lights in La Palma Park will be changed to LED light fixtures in the next month – these are lower maintenance lights that will also improve the appearance of the park





## Completed Projects

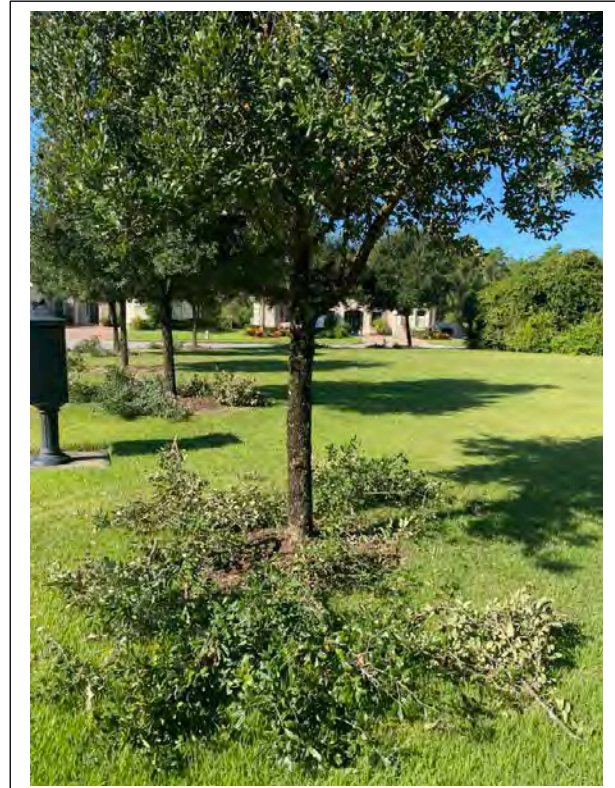


- Bushes were trimmed back along Ensenada Drive and North Loop area per resident safety concerns on 09/03 – this was completed in house to avoid additional charges from Yellowstone Landscape

## Completed Projects



- Canopies were lifted on 12 trees on Ovela Court on 09/27 per resident request – this was completed in house to avoid additional charges from Yellowstone Landscape





## In Progress Projects



- 3 quotes were obtained to resurface the basketball court at Ensenada Park
- Board of Supervisors has approved the court resurfacing – the deposit will be paid upon receipt of official invoice and the work will begin

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





# Action Items Report

<b>Sweetwater Creek CDD</b>				
<b>Action Items Reported on by:</b>			Jerry Lambert	
			Cheryl Graham	
<b>Action Items</b>	<b>Date Completed</b>	<b>Initials</b>	<b>Comments</b>	
FPL to install 5 new lights throughout community			Estimated mid November install - confirm locations	
Monitor Wax Myrtle and Pine Tree install for irrigation issues			Replacement of dying trees expected to occur 10/01	
Multiple Side walk concrete repairs			A+ Concrete will be out to repair at their first availability	
Pressure wash entrances, monuments, curbs, side walks	8/4/21	JL		
Ensenada Park - replace sun damaged backboards on all basketball goals	9/29/21	JL		
Ensenada Park - Resurface basketball court			3 Quotes Obtained and approved by Board of Supervisors	
Ensenada Park - Clean/replace faded pieces of the jungle gym structure	9/3/21	JL		
Ensenada Park - Add coating to deck of play structure where it is worn out				
Ensenada Park - Replace/repair wooden posts throuhgout the pavillion	8/16/21	JL	16 columns repaired and repainted	
Ensenada Park - Repaint picnic tables	8/16/21	JL	3 repainted	
Ensenada Park - Pressure wash webs on the pavillion ceiling	9/3/21	JL		
Ensenada Park - Pressure wash pavillion concrete floor	9/3/21	JL		

Ensenada Park - Pressure wash light poles	8/30/21	JL	Cleaned and repainted
Ensenada Park - improve rusted swing chains			
Ensenada Park - Repair exposed rebar on handicap parking spot			
Ensenada Park - Add metal trash can to replace current plastic one	8/16/21	JL	Trash can structure and base painted to match picnic tables
Ensenada Park - Have bushes by the road trimmed down 1 foot			
Ensenada Park - No Skateboard signs for the pavilion	9/29/21	CG	
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			
La Palma Park - Replace Flags			Faded American Flag replaced - 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			28-30 low maintenance lights that will improve appearance
Berries need to be trimmed on the palms throughout the community			Proposals for board approval
Paint walls inside Las Calinas Blvd guard house	9/2/21	JL	Now utilized as on site operations management office - blinds added to doors
Sign pole and base damaged by vehicle needs to be replaced			Ordered by CG
Gate arms replaced due to damage from vehicle	9/15/21	CG	(1) 12' arm and (1) 15' arm are in storage in case additional accidents occur

Instruction sign for visitor lane at the gate	9/15/21	CG	
Replace address labels on cluster mailboxes			
Remove construction debris from common area on Dosel Lane	9/15/21	CG	
4 park benches for placement by pond on Rincon Drive			CG to order

## Conclusion

For any questions or comments regarding the above information or for any future maintenance requests and concerns please contact [jlambert@rmsnf.com](mailto:jlambert@rmsnf.com) or [cgraham@rmsnf.com](mailto:cgraham@rmsnf.com).

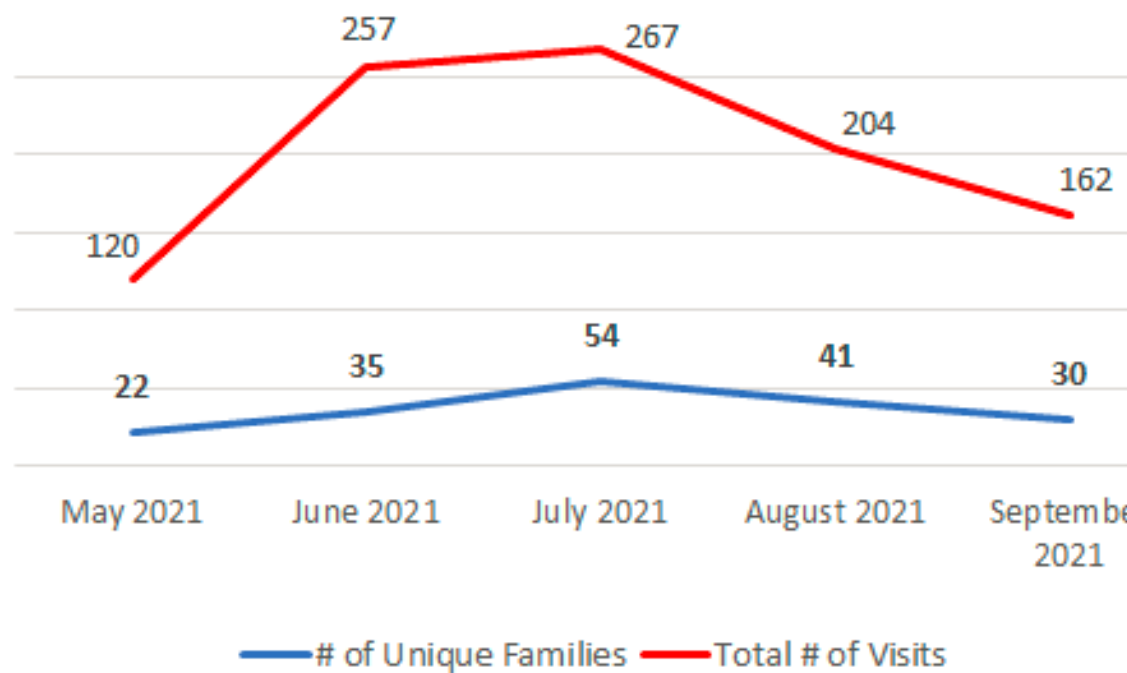
Respectfully,

Jerry Lambert

*F.*

- Repairs on Cardio and Strength Equipment
- Quotes for Maintenance
  - AC Repairs
  - Pool Heaters Replacement
  - Fire Extinguisher/Safety device inspection
- Scheduling of Self Defense Class
- Scheduling of Staff CPR Certification
- Continued interviewing and hiring of staff for the Fitness Center
- Continued assessment of Group Fitness participation per class
- Meetings with Vendors, Contractors and Residents
- Planning of Future Community Events
- Community Events that Occurred in September:
  - Trivia Night-50+ attendees, will become a monthly or quarterly event
  - Piano Bar Food and Wine-100+ attendees-A version of this will be quarterly
  - Two Food Truck Fridays/Artisan Night
  - Taco Tuesday
  - Two Breakfast on Market Streets
- Child Watch Data:
  - 26 Days of Child Watch
  - 162 Visits Total-Day Visits-105, Evening Visits-57
  - Unique Families 30

### CHILD WATCH USAGE MAY - SEPTEMBER 2021



### CHILD WATCH - SEPTEMBER 2021 VISITS PER UNIQUE FAMILY TOTAL UNIQUE FAMILIES = 30, TOTAL VISITS = 162

