

*Sweetwater Creek
Community Development District*

Agenda

November 3, 2022

AGENDA

**Sweetwater Creek
Community Development District**

475 West Town Place, Suite 114

St. Augustine, Florida 32092

www.SweetwaterCreekCDD.com

October 27, 2022

Board of Supervisors
Sweetwater Creek Community Development District
Call In #: 1-877-304-9269; Code 186663

Dear Board Members:

The Sweetwater Creek Community Development District Board of Supervisors Meeting is scheduled for **Thursday, November 3, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of the Consent Agenda
 - A. Minutes of the October 6, 2022 Meeting
 - B. Financial Statements
 - C. Check Register
- IV. Comcast Review and Report (Supervisor Smith)
- V. Update Regarding Fitness Center / Consideration of Interior Renovation Proposals
- VI. Update on Pickleball Courts / Consideration of Work Authorization from England Thims & Miller for Engineering Services Related to Pickleball Courts (Supervisor Smith)
- VII. Discussion of Onda Recreational Park Considerations (Supervisor Handler)
- VIII. Consideration of Resolution 2023-01, Amending the Fiscal Year 2022 Capital Reserve Fund Budget
- IX. Consideration of Resolution 2023-02, Approving Request for Proposal Documents for Landscape and Irrigation Maintenance Services
- X. Consideration of Code of Conduct Policy (Supervisor Cervelli)
- XI. Discussion Regarding Term Limits (Supervisor Cervelli)

- XII. Discussion Regarding Grounded Boat on CDD Property Behind Rio Del Norte Road (Supervisor Cervelli)
- XIII. Other Business
- XIV. Staff Reports
 - A. Landscape Team
 - B. District Counsel
 - C. District Engineer
 - 1. Consideration of Requisitions 53-57
 - 2. Consideration of Work Authorization 12 for Fiscal Year 2023 Engineering Services
 - 3. Consideration of Work Authorization 14 for Palencia Phase 1 Surveying Services
 - D. Field Manager – Report
 - E. District Manager
 - F. Director of Amenities
- XV. Supervisor Requests / Public Comment
- XVI. Next Scheduled Meeting – Thursday, December 1, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XVII. 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, **October 6, 2022** at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Rob Lisotta	Chairman
Stephen Handler	Vice Chairman
Charles Usina <i>by phone</i>	Supervisor
Ron Cervelli	Supervisor
John Smith	Supervisor

Also present were:

Jim Oliver	District Manager, GMS
Jennifer Kilinski	KE Law Group
Erin Gunia	Director of Amenities
Chris Hall	Field Operations Manager
Daniel Todd	Account Manager, Duval Landscape
Mike Wooldridge	Duval Landscape

The following is a summary of the minutes and actions taken at the October 6, 2022 Sweetwater Creek Community Development District's Regular Board of Supervisors meeting.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment

A resident commented on the website, fitness center, and asked what the funds collected were used for. Mr. Lisotta explained the 4-1 vote on the issue of the fitness center expansion. He

explained the funds allocated to the certain areas and the Board's direction on decisions. Discussion ensued on the length of the amenity expansion project timeline and related RFP process costs.

The resident asked why Marshall Creek is not involved in the Comcast discussion. Mr. Lisotta responded that Marshall Creek indicated they would deal with Comcast through their District and their board. He also noted the agreements would still need to be separate.

Resident commented on child watch issue and CPR classes.

THIRD ORDER OF BUSINESS

Approval of the Consent Agenda

A. Minutes of the September 13, 2022 Meeting

Mr. Lisotta presented the September 13, 2022 meeting minutes and asked for any comments or corrections from the Board.

B. Financial Statements

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

C. Check Register

Mr. Lisotta presented the check register.

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

FOURTH ORDER OF BUSINESS

Comcast Presentation / Q&A (Supervisor Lisotta)

Mr. Lisotta noted the agenda packet includes a proposed agreement to allow Comcast to lay the infrastructure in CDD easements so that residents can utilize the service. Supervisor Cervelli wanted to know why they would not allow AT&T. Mr. Lisotta responded that he was not opposed to AT&T doing the same thing. He added that Comcast had approached the District to explore this option. He noted there is a presentation proposed for the evening and the agreement would be that Comcast agrees to pay the CDD in consideration for their ability to lay the infrastructure. Supervisor Cervelli stated he wanted a presentation to understand what benefits and services they would offer and other presentations from competitors before a motion. Discussion

ensued on why others were not allowed the option and why this agreement from Comcast would be approved.

Ms. Kilinski explained, in response to questions, the process to date and that it was a 10-year agreement. Mr. Lisotta stated the residents had asked for a cable company and the objective was to allow Comcast to lay the infrastructure and this would not mean that everyone had to use Comcast. It was noted that the Board had agreed to a presentation by Comcast not a contract agreement. It was pointed out that the Board did not agree to a contract. Mr. Lisotta noted he did not understand a presentation was needed, he thought it would be a Q&A session. Discussion ensued on the specifics of the services of the agreement and what Comcast would provide. It was noted that the CDD would provide access to common areas of the property and Comcast would install and maintain lines and other equipment. Comcast proposed a one-time payment to the CDD of \$69,920. Mr. Smith expressed his concerns and had more questions about the specifics and other issues. The Board felt they needed more information and a presentation. After discussion, it was decided to have Comcast provide a presentation at the next Board meeting and asked Mr. Smith to work with Comcast and counsel on resolving his outstanding questions. There was no vote on this item.

FIFTH ORDER OF BUSINESS

Discussion of Landscape Maintenance Matters (Supervisor Usina)

Duval landscaping discussed specific maintenance matters to include staffing, training, and current projects. Mr. Usina discussed areas of concern on Duval performance deficiencies including overall services, flower bed planting, grasses, irrigation, and other problems.

Mr. Usina motioned to issue an RFP for landscape maintenance services.

Mr. Handler noted the lack of understanding of Duval on the engineering plan on a specific area of the CDD. However, he stated Duval had corrected the issue. Discussion ensued on complaints and continued issues.

Mr. Lisotta seconded the motion made by Mr. Usina to issue an RFP for landscape maintenance services.

Mr. Smith and Mr. Handler felt that Duval and Chris were doing the job. The Board discussed the RFP process and how Duval played into the process. Ms. Kilinski responded on how the RFP process would work and if Duval would still be under contract unless and until a termination notice by either party was rendered or the contract expired. She explained the contract renewal and that it was an automatic renewal and a 3-year term. She added there was a termination provision. The Board discussed the previous decision to go with Duval.

Mr. Lisotta asked for a vote.

On voice vote with Mr. Usina, Mr. Lisotta and Mr. Cervelli in favor and Mr. Handler and Mr. Smith opposed, the motion to issue an RFP for landscape maintenance services was approved 3-2.

SIXTH ORDER OF BUSINESS

Consideration of Proposals for Construction Services for Fitness Center Expansion Project and Resolution(s) Related to Same

A. Proposals

- 1. DCS Builds**
- 2. Hoffman**
- 3. Invision**

B. Option A: Consideration of Resolution Rejecting All Bids

C. Option B: Consideration of Resolution Regarding Intent to Award

DCS Builds proposal was for \$1,756,619. Hoffman was for \$1,595,900 and Invision proposal was for \$1,518,961. All three bids for the fitness center expansion project were rejected. The project was considered dead.

On MOTION by Mr. Lisotta , seconded by Mr. Smith, with all in favor Option A; Consideration of Resolution Rejecting All Bids, was approved 5-0.

SIXTEENTH ORDER OF BUSINESS

Discussion on Child Watch

**The Board took this item out of order.*

Mr. Lisotta asked if any of the Supervisors wanted to take a vote on Child Watch. Mr. Handler made the motion to discontinue Child Watch. He noted the effective date as November 12th due to parent/teacher conference, but statistics did not support continuing Child Watch. Mr.

Smith seconded the motion. Mr. Lisotta asked for discussion. He noted an email with figures that were compiled from the Amenity Center which reflected the cost for 2022 at \$15 per household annually. It was noted it was not a matter of what it cost the residents; it is what the space will utilize. Discussion ensued on the space issue, the overall usage, renovation, and the costs of running the program. Mr. Cervelli felt the space was needed for the fitness center. After discussion the motion passed 3-2 and will end November 12, 2022.

On MOTION by Mr. Handler, seconded by Mr. Smith, with three in favor and Mr. Usina and Mr. Lisotta opposed, Terminating Child Watch as of November 12, 2022, was approved 3-2.

SEVENTH ORDER OF BUSINESS Discussion of Pickleball Courts (Supervisor Smith)

Mr. Smith discussed the pickleball court issue and drawings that reflect the lines of the District's property and the fitness center. He described the measurements for the courts and the location. He noted the cost of the courts was estimated at \$35,000 per court for a total of \$140,000 to build the courts. Other costs would include lighting, security cameras for a total under \$200,000. He asked for direction on how to move forward.

After discussion ensued, the Board motioned to direct staff to work on the pickleball expansion project proposals to start with engineering, with a not to exceed of \$10,000 for engineering costs. Mr. Lisotta clarified the fitness center is \$44,000, the expansion and other costs to include engineering costs of \$10,000. *Mr. Usina did not participate in the vote on this item as he was temporarily not available by phone while in flight.*

On MOTION by Mr. Smith, seconded by Mr. Cervelli, with four in favor, To Give Staff Direction to Work on Pickleball Expansion Project Proposals with a Not to Exceed of \$10,000 for Engineering Costs, was approved.

EIGHTH ORDER OF BUSINESS Discussion of Site Plan and Overlay of Fitness Center (Supervisor Handler)

Mr. Smith stated that there was another item to bring before the Board. He asked the Board for consideration of using the office and converting it to additional space for the fitness center equipment, etc. He proposed a motion for the Board to obtain a site plan and overlay from an

architect and had spoken to Mike Lucas on the issue. He noted the Board could see what is involved and have contractors look at it. He asked for Board approval to have Mike Lucas create the site plan. He added this would create a new office for Ms. Gunia. Mr. Lisotta responded he had spoken to Ms. Gunia and there was another possibility. She commented she had spoken to vendors on logistics. Discussion ensued on using a general contractor, and the specifics of the space and renovation and other possibilities instead of using overlays and site plans. It was suggested to assign Ms. Gunia to coordinate this effort. He noted he wanted protocol to be followed and added the upper limit was \$461,000. Further discussion was held on the estimates. Mr. Smith stated he would retract the motion. Mr. Lisotta asked for direction on how to proceed. The motion was made to direct staff and Chair to obtain quotes for renovation of the office space. Mr. Lisotta clarified the motion and approval.

On MOTION by Mr. Handler, seconded by Mr. Smith, with all in favor, to Direct Staff and Chair to Obtain Quotes for Renovation of the Office Space, was approved 4-0. Mr. Usina was in flight and not available to vote.

After the motion discussion ensued on accepting the single bid.

On MOTION by Mr. Smith, seconded by Mr. Handler, with all in favor, the fitness expansion and equipment proposal provided by Heartline, was approved 4-0. Mr. Usina was not available to vote.

NINTH ORDER OF BUSINESS

Discussion of CDD Website (Supervisor Smith)

Mr. Smith discussed the CDD website and the number of years of minutes that were needed to keep in PDF form. He added not everything was restored from the server crash. Mr. Oliver clarified that while some documents are maintained on the CDD website, his office is designated as the official District records site. The processes for requesting and reviewing records, ADA compliance, and public records retention and requirements were discussed further. Mr. Oliver noted the records on the website meet statutory requirements.

TENTH ORDER OF BUSINESS

Discussion of Updating Capital Reserve Study (Supervisor Smith)

Mr. Smith noted a copy of the Capital Reserve study had been requested. It was asked if another study was needed since the last one was 2018. Mr. Lisotta noted they were advised to wait and revise it once the expenditures are made.

ELEVENTH ORDER OF BUSINESS**Discussion of Tree Replacements (Supervisor Smith)**

Mr. Smith stated he had asked Duval about the tree issue and the analysis of what was going on. He noted that Duval had not responded. Mr. Lisotta commented in his opinion there were plenty of trees, the quote on trees was expensive, and instead it could be sodded. Discussion ensued on the possibility of sodding where the trees were removed. Mr. Smith added he had found a cost savings for the security from Comcast, and it would save around \$300-\$400/month.

TWELFTH ORDER OF BUSINESS**Discussion of Path Forward with Envera Security (Supervisor Cervelli)**

Mr. Cervelli discussed the security issue and the cable locations. Costs were discussed of new cameras. Mr. Lisotta asked about a joint meeting with both Boards on security. He noted the Board was in favor of a joint meeting.

THIRTEENTH ORDER OF BUSINESS**Consideration of Resolution 2022-15, Setting a Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure**

Mr. Lisotta noted that Resolution 2022-15 was for a public meeting for adopting the amended and restated rules of procedures. Ms. Kilinski commented on the process and the changes. Mr. Lisotta deferred to Mr. Handler on the rule change and the effectiveness of the rule change procedures. Ms. Kilinski noted they could delay action on this until a later date. After discussion the Board decided to delay and there was no action.

FOURTEENTH ORDER OF BUSINESS**Consideration of Proposal from Future Horizons for Fiscal Year 2023 Lake Maintenance Services**

Mr. Lisotta asked for a motion to approve the proposal from Horizons for the 2023 Lake Maintenance Services.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, the Proposal from Future Horizons for Fiscal Year 2023 Lake Maintenance Services, was approved.

FIFTEENTH ORDER OF BUSINESS

Consideration of Proposal for Landscape Enhancements to Fitness Center Grounds (Supervisor Smith)

Discussion was held on the enhancements and some of issues with placement of the controllers. This was tabled to a future meeting.

SEVENTEENTH ORDER OF BUSINESS Other Business

Mr. Lisotta discussed the Comcast issue and that it was brought to him as a possibility for a needed service. He stated his intent was to bring competition that residents had requested. He asked the Board for cooperation and to revisit the issue. Discussion ensued on wanting to hear a presentation. Mr. Smith voiced concerns about agreeing to this project. Ms. Kilinski addressed some of the concerns, issues, insurance provisions, and the language in the agreement. Discussion continued on taking advantage of Mr. Smith's expertise, experience and knowledge on the subject, the legal expertise of Ms. Kilinski, and other damages that might be created as a result of this work.

EIGHTEENTH ORDER OF BUSINESS

Staff Reports

A. Landscape Team – Report

There being none, the next item followed.

B. District Counsel

Ms. Kilinski noted there was no further reports.

C. District Engineer – Consideration of Requisition No. 52

Mr. Lisotta stated that these requisitions are tied to the District Engineer. Mr. Oliver noted this was for \$126.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, Requisition No. 52, was approved.

D. Field Manager – Report

Mr. Hall noted the issue with vandalism and the brush that needed trimming.

E. District Manager

Mr. Oliver commented on the adopted budget for the current year and a line item for the fitness equipment lease and noted Ms. Gunia was able to secure three proposals. He asked the Board for authority to work with someone on the Board to complete the lease documents.

F. Director of Amenities

Ms. Gunia updated the Board on the Amenity Report including the Fall Festival and other events. The outdoor area for fitness and exercise was discussed.

NINETEENTH ORDER OF BUSINESS Supervisor Requests/Public Comment

Resident Comments:

There were no resident comments.

Supervisor Comments:

There were no Supervisor comments.

**TWENTIETH ORDER OF BUSINESS Next Scheduled Meeting – Thursday,
November 3, 2022 at 4:00 p.m. at 625 Palencia
Club Drive, St. Augustine, Florida 32095**

Mr. Lisotta noted the next Board meeting will be held on Thursday, November 3, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.

TWENTY-FIRST ORDER OF BUSINESS Adjournment

On MOTION by Mr. Handler, seconded by Mr. Cervelli, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Sweetwater Creek
Community Development District

Unaudited Financial Reporting
September 30, 2022



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Sweetwater Creek
Community Development District
Balance Sheet
September 30, 2022

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:					
Cash:					
Cash - Operating Account	\$ 98,680	\$ -	\$ 173,210	\$ -	\$ 271,890
Cash - Amenity Account	\$ 66,814	\$ -	\$ -	\$ -	\$ 66,814
Cash - Debit Card Account	\$ 2,970	\$ -	\$ -	\$ -	\$ 2,970
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 110,400	\$ -	\$ -	\$ 110,400
Revenue	\$ -	\$ 151,938	\$ -	\$ -	\$ 151,938
Prepayment	\$ -	\$ 16,416	\$ -	\$ -	\$ 16,416
Excess Revenue	\$ -	\$ 0	\$ -	\$ -	\$ 0
Construction	\$ -	\$ -	\$ -	\$ 1,171,655	\$ 1,171,655
Prepaid Expenses	\$ 43,826	\$ -	\$ -	\$ -	\$ 43,826
Investment SBA GF	\$ 176,283	\$ -	\$ -	\$ -	\$ 176,283
Investment - Custody	\$ 282,123	\$ -	\$ -	\$ -	\$ 282,123
Due From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Due From Capital	\$ -	\$ -	\$ 10,375	\$ -	\$ 10,375
Due from Other	\$ 317	\$ -	\$ 1,733	\$ -	\$ 2,051
Total Assets	\$ 671,014	\$ 411,823	\$ 185,318	\$ 1,171,655	\$ 2,439,810
Liabilities:					
Accounts Payable	\$ 67,930	\$ -	\$ -	\$ -	\$ 67,930
Accrued Expenses	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
Due to Amenity	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 69,930	\$ -	\$ -	\$ -	\$ 69,930
Fund Balances:					
Assigned For Debt Service	\$ -	\$ 411,823	\$ -	\$ -	\$ 411,823
Assigned For Capital Reserves	\$ -	\$ -	\$ 185,318	\$ -	\$ 185,318
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 1,171,655	\$ 1,171,655
Unassigned	\$ 601,083	\$ -	\$ -	\$ -	\$ 601,083
Total Fund Balances	\$ 601,083	\$ 411,823	\$ 185,318	\$ 1,171,655	\$ 2,369,880
Total Liabilities & Fund Equity	\$ 671,014	\$ 411,823	\$ 185,318	\$ 1,171,655	\$ 2,439,810

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
<u>Revenues:</u>				
Assessments	\$ 1,587,595	\$ 1,587,595	\$ 1,571,915	\$ (15,680)
Fitness Center Revenue	\$ 13,875	\$ 13,875	\$ 1,420	\$ (12,455)
Interest	\$ -	\$ -	\$ 1,333	\$ 1,333
Total Revenues	\$ 1,601,470	\$ 1,601,470	\$ 1,574,668	\$ (26,802)
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 12,000	\$ 8,600	\$ 3,400
Engineering Fees	\$ 10,000	\$ 10,000	\$ 17,589	\$ (7,589)
District Counsel	\$ 35,000	\$ 35,000	\$ 38,010	\$ (3,010)
Audit Fees	\$ 3,700	\$ 3,700	\$ 3,700	\$ -
Arbitrage	\$ 500	\$ 500	\$ -	\$ 500
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Dissemination	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Trustee Fees	\$ 3,800	\$ 3,800	\$ 3,545	\$ 255
District Management Fees	\$ 42,500	\$ 42,500	\$ 38,750	\$ 3,750
Telephone	\$ 250	\$ 250	\$ 836	\$ (586)
Postage	\$ 3,050	\$ 3,050	\$ 1,552	\$ 1,498
Public Official Insurance	\$ 4,041	\$ 4,041	\$ 3,803	\$ 238
Copies	\$ 700	\$ 700	\$ 1,498	\$ (798)
Miscellaneous	\$ 1,500	\$ 1,500	\$ 416	\$ 1,084
Legal Advertising	\$ 2,700	\$ 2,700	\$ 1,413	\$ 1,287
Information Technology	\$ 800	\$ 800	\$ 800	\$ -
Website Maintenance	\$ 600	\$ 600	\$ 550	\$ 50
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Cost Share Expense - Marshall Creek	\$ 63,453	\$ 63,453	\$ 8,360	\$ 55,093
Total General & Administrative:	\$ 194,769	\$ 194,769	\$ 139,597	\$ 55,173
<u>Operation and Maintenance</u>				
Electric	\$ 64,000	\$ 64,000	\$ 65,078	\$ (1,078)
General Insurance	\$ 5,445	\$ 5,445	\$ 5,123	\$ 322
Landscape Maintenance	\$ 346,000	\$ 346,000	\$ 316,276	\$ 29,724
Landscape Improvements	\$ 50,000	\$ 50,000	\$ 54,451	\$ (4,451)
Lake Maintenance	\$ 20,921	\$ 20,921	\$ 18,456	\$ 2,465
Fountain Maintenance	\$ 1,500	\$ 1,500	\$ 850	\$ 650
Irrigation Repairs & Maintenance	\$ 17,000	\$ 17,000	\$ 23,255	\$ (6,255)
Storm Clean-Up	\$ 2,000	\$ 2,000	\$ 2,000	\$ -
Field Repairs & Maintenance	\$ 20,000	\$ 20,000	\$ 24,359	\$ (4,359)
Tree Removals	\$ 12,540	\$ 12,540	\$ 18,717	\$ (6,177)
Streetlight Repairs	\$ 2,250	\$ 2,250	\$ -	\$ 2,250
Signage Repairs	\$ 1,500	\$ 1,500	\$ 687	\$ 814
Holiday Decoration	\$ 5,000	\$ 5,000	\$ 301	\$ 4,699
Miscellaneous Field Supplies	\$ 4,250	\$ 4,250	\$ 356	\$ 3,894
Guardhouse Maintenance	\$ 2,500	\$ 2,500	\$ 132	\$ 2,368
Playground Repairs & Maintenance	\$ 2,500	\$ 2,500	\$ 788	\$ 1,712
Total Field Operations:	\$ 557,406	\$ 557,406	\$ 530,830	\$ 26,576

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Amenities Cost Share				
Administrative:				
Property & Casualty Insurance	\$ 23,481	\$ 23,481	\$ 22,100	\$ 1,381
Payroll - Salaried	\$ 109,551	\$ 109,551	\$ 107,265	\$ 2,286
Payroll - Hourly	\$ 80,084	\$ 80,084	\$ 77,799	\$ 2,285
Payroll - Benefits	\$ 32,126	\$ 32,126	\$ 29,841	\$ 2,285
Payroll Taxes	\$ 18,551	\$ 18,551	\$ 16,266	\$ 2,285
Professional Services - Engineering	\$ 51,486	\$ 51,486	\$ 49,200	\$ 2,286
Professional Services - Information Technology	\$ 250	\$ 250	\$ 1,094	\$ (844)
Travel & Per Diem	\$ 150	\$ 150	\$ -	\$ 150
Training	\$ 200	\$ 200	\$ -	\$ 200
Licenses & Permits	\$ 400	\$ 400	\$ 750	\$ (350)
Subscriptions & Memberships	\$ 500	\$ 500	\$ 323	\$ 177
Office Supplies	\$ 3,000	\$ 3,000	\$ 1,238	\$ 1,762
Office Equipment	\$ 2,000	\$ 2,000	\$ 1,623	\$ 377
Communication - Telephone/Internet/TV	\$ 10,000	\$ 10,000	\$ 11,627	\$ (1,627)
Internet/Telephone - Guard House	\$ 3,600	\$ 3,600	\$ 4,659	\$ (1,059)
Field:				
Field Management Fees	\$ 80,000	\$ 80,000	\$ 80,000	\$ (0)
General Utilities	\$ 83,000	\$ 83,000	\$ 61,885	\$ 21,115
Refuse Removal	\$ 3,000	\$ 3,000	\$ 3,658	\$ (658)
Security	\$ 64,851	\$ 64,851	\$ 81,627	\$ (16,776)
Janitorial Services	\$ 16,000	\$ 16,000	\$ 13,714	\$ 2,285
Operating Supplies - Spa & Paper	\$ 4,500	\$ 4,500	\$ 2,935	\$ 1,565
Operating Supplies - Uniforms	\$ 500	\$ 500	\$ 1,856	\$ (1,356)
Cleaning Supplies	\$ 15,000	\$ 15,000	\$ 9,349	\$ 5,651
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 24,000	\$ 28,078	\$ (4,078)
Gate Repairs & Maintenance	\$ 2,500	\$ 2,500	\$ -	\$ 2,500
Dog Park Repairs & Maintenance	\$ 3,650	\$ 3,650	\$ 2,323	\$ 1,327
Park Mulch	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
Miscellaneous Field Supplies	\$ 1,000	\$ 1,000	\$ 3,879	\$ (2,879)
Buildings Repairs & Maintenance	\$ 15,000	\$ 15,000	\$ 26,312	\$ (11,312)
Pest Control	\$ 2,500	\$ 2,500	\$ 1,440	\$ 1,060
Pools Maintenance - Contract	\$ 15,000	\$ 15,000	\$ 16,822	\$ (1,822)
Pools Repairs & Maintenance	\$ 10,000	\$ 10,000	\$ 2,151	\$ 7,849
Pools Chemicals	\$ 2,500	\$ 2,500	\$ 1,165	\$ 1,335
Signage & Amenity Repairs	\$ 300	\$ 300	\$ 143	\$ 157
Special Events	\$ 10,000	\$ 10,000	\$ 2,542	\$ 7,458
Fitness:				
Professional Services - Outside Fitness	\$ 52,872	\$ 52,872	\$ 50,621	\$ 2,251
Fitness Equipment Repairs & Maintenance	\$ 5,000	\$ 5,000	\$ 5,880	\$ (880)
Fitness Equipment Rental	\$ 35,000	\$ 35,000	\$ 6,160	\$ 28,840
Miniature Golf Course Maintenance	\$ 750	\$ 750	\$ -	\$ 750
Miscellaneous Fitness Supplies	\$ 6,300	\$ 6,300	\$ 803	\$ 5,497
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 6,400	\$ 5,308	\$ 1,092
Total Amenities Cost Share	\$ 796,502	\$ 796,502	\$ 732,435	\$ 64,067
Reserves				
Capital Reserve Transfer	\$ 110,000	\$ 110,000	\$ 110,000	\$ -
Total Reserves	\$ 110,000	\$ 110,000	\$ 110,000	\$ -
Total Expenditures	\$ 1,658,677	\$ 1,658,677	\$ 1,512,861	\$ 145,816
Excess Revenues (Expenditures)	\$ (57,207)		\$ 61,807	
Fund Balance - Beginning	\$ 57,207		\$ 539,277	
Fund Balance - Ending	\$ -		\$ 601,083	

Sweetwater Creek

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues:				
Special Assessments	\$ 746,019	\$ 746,019	\$ 743,889	\$ (2,130)
Prepayments	\$ -	\$ -	\$ 16,416	\$ 16,416
Interest	\$ -	\$ -	\$ 299	\$ 299
Total Revenues	\$ 746,019	\$ 746,019	\$ 760,604	\$ 14,585
Expenditures:				
Series 2019 - A1				
Interest - 11/01	\$ 92,578	\$ 92,578	\$ 92,578	\$ -
Special Call - 11/01	\$ -	\$ -	\$ 15,000	\$ (15,000)
Interest - 05/01	\$ 92,578	\$ 92,578	\$ 92,400	\$ 178
Principal - 05/01	\$ 340,000	\$ 340,000	\$ 340,000	\$ -
Special Call - 05/01	\$ -	\$ -	\$ -	\$ -
Series 2019 - A2				
Interest - 11/01	\$ 51,650	\$ 51,650	\$ 51,650	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Interest - 05/01	\$ 51,650	\$ 51,650	\$ 51,550	\$ 100
Principal - 05/01	\$ 115,000	\$ 115,000	\$ 115,000	\$ -
Special Call - 05/01	\$ -	\$ -	\$ 25,000	\$ (25,000)
Total Expenditures	\$ 743,456	\$ 743,456	\$ 788,178	\$ (44,722)
Other Sources/(Uses)				
Transfer In	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 2,562		\$ (27,574)	
Fund Balance - Beginning	\$ 171,450		\$ 439,398	
Fund Balance - Ending	\$ 174,013		\$ 411,823	

Sweetwater Creek

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues:				
Capital Reserve Transfer In	\$ 110,000	\$ 110,000	\$ 110,000	\$ -
Cost Share - Marshal Creek	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 110,000	\$ 110,000	\$ 110,000	\$ -
Expenditures:				
Capital Outlay	\$ 20,000	\$ 20,000	\$ 68,149	\$ (48,149)
Repair and Maintenance	\$ 20,000	\$ 20,000	\$ 15,359	\$ 4,641
Other Current Charges	\$ 1,470	\$ 1,470	\$ 440	\$ 1,030
Total Expenditures	\$ 41,470	\$ 41,470	\$ 83,948	\$ (42,478)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 68,530	\$ 68,530	\$ 26,052	
Fund Balance - Beginning	\$ 160,961		\$ 159,266	
Fund Balance - Ending	\$ 229,491		\$ 185,318	

Sweetwater Creek

Community Development District Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/22	Thru 09/30/22	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 848	\$ 848
Total Revenues	\$ -	\$ -	\$ 848	\$ 848
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 78,808	\$ (78,808)
Total Expenditures	\$ -	\$ -	\$ 78,808	\$ (78,808)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ (77,960)	
Fund Balance - Beginning	\$ -		\$ 1,249,616	
Fund Balance - Ending	\$ -		\$ 1,171,655	

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments	\$ -	\$ 269,678	\$ 358,875	\$ 860,097	\$ 30,161	\$ 10,882	\$ 31,121	\$ -	\$ 11,102	\$ -	\$ -	\$ -	\$ 1,571,915
Fitness Center Revenue	\$ -	\$ 325	\$ 125	\$ -	\$ -	\$ 220	\$ -	\$ 120	\$ -	\$ 395	\$ 140	\$ 95	\$ 1,420
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 24	\$ 18	\$ 20	\$ 23	\$ 23	\$ 47	\$ 68	\$ 129	\$ 183	\$ 272	\$ 340	\$ 186	\$ 1,333
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
Total Revenues	\$ 24	\$ 270,021	\$ 359,019	\$ 860,120	\$ 30,184	\$ 11,149	\$ 31,190	\$ 249	\$ 11,285	\$ 667	\$ 480	\$ 281	\$ 1,574,668
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 800	\$ 800	\$ 800	\$ -	\$ 600	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 8,600
Engineering Fees	\$ 8,002	\$ 332	\$ 721	\$ 332	\$ 673	\$ 722	\$ 1,518	\$ 195	\$ 293	\$ 2,123	\$ 1,147	\$ 1,534	\$ 17,589
District Counsel	\$ 3,490	\$ 2,609	\$ 3,730	\$ 507	\$ 3,451	\$ 3,155	\$ 2,398	\$ 3,893	\$ 2,865	\$ 4,132	\$ 7,781	\$ -	\$ 38,010
Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,700	\$ -	\$ -	\$ -	\$ 3,700
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Roll	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 5,000
Trustee Fees	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 629	\$ -	\$ 3,545
District Management Fees	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 38,750
Telephone	\$ 166	\$ -	\$ 71	\$ 132	\$ 25	\$ -	\$ 57	\$ 25	\$ 73	\$ 124	\$ 25	\$ 138	\$ 836
Postage	\$ 215	\$ -	\$ 300	\$ 69	\$ 45	\$ -	\$ 42	\$ 67	\$ 44	\$ 465	\$ 155	\$ 150	\$ 1,552
Public Official Insurance	\$ 3,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,803
Copies	\$ 117	\$ -	\$ 76	\$ -	\$ 31	\$ -	\$ 74	\$ 14	\$ 221	\$ 734	\$ 232	\$ -	\$ 1,498
Miscellaneous	\$ 205	\$ -	\$ 9	\$ 1	\$ 1	\$ -	\$ 164	\$ 6	\$ 8	\$ 8	\$ 14	\$ -	\$ 416
Legal Advertising	\$ 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104	\$ 82	\$ -	\$ 720	\$ 408	\$ -	\$ 1,413
Information Technology	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 800
Website Maintenance	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ 550
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 29,063	\$ 7,816	\$ 9,780	\$ 5,116	\$ 8,901	\$ 8,752	\$ 8,607	\$ 8,532	\$ 11,453	\$ 12,556	\$ 14,640	\$ 6,022	\$ 131,237
<u>Operation and Maintenance</u>													
Electric	\$ 5,204	\$ 5,168	\$ 5,226	\$ 5,565	\$ 5,116	\$ 5,239	\$ 5,536	\$ 5,468	\$ 5,579	\$ 5,605	\$ 5,658	\$ 5,716	\$ 65,078
General Insurance	\$ 5,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,123
Landscape Maintenance	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 49,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 316,276
Landscape Improvements	\$ 529	\$ 9,838	\$ -	\$ 6,751	\$ 7,436	\$ -	\$ -	\$ 12,207	\$ 4,533	\$ -	\$ 8,189	\$ 4,968	\$ 54,451
Lake Maintenance	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 18,456
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850
Irrigation Repairs & Maintenance	\$ 4,024	\$ 3,275	\$ -	\$ 180	\$ 625	\$ 1,160	\$ 825	\$ 2,806	\$ 4,810	\$ 350	\$ 4,600	\$ 600	\$ 23,255
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000
Field Repairs & Maintenance	\$ 1,652	\$ 6,106	\$ 5,744	\$ 1,808	\$ 1,238	\$ 2,974	\$ 1,015	\$ 624	\$ 591	\$ 993	\$ 1,000	\$ 614	\$ 24,359
Tree Removals	\$ -	\$ -	\$ -	\$ -	\$ 1,850	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 12,367	\$ -	\$ 18,717
Streetlight Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage Repairs	\$ -	\$ 687	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 687
Holiday Decoration	\$ -	\$ -	\$ 269	\$ -	\$ 32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 301
Miscellaneous Field Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158	\$ 199	\$ 356
Total Field Operations:	\$ 42,342	\$ 50,885	\$ 37,050	\$ 40,115	\$ 42,108	\$ 36,034	\$ 33,187	\$ 71,916	\$ 45,824	\$ 32,759	\$ 57,782	\$ 39,908	\$ 529,910

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenities													
Administrative:													
Property & Casualty Insurance	\$ 22,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	22,100
Payroll - Salaried	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	\$ 8,939	107,265
Payroll - Hourly	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	\$ 6,483	77,799
Payroll - Benefits	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	\$ 2,487	29,841
Payroll Taxes	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	\$ 1,355	16,266
Professional Services - Engineering	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	\$ 4,100	49,200
Professional Services - Information Technology	\$ 150	\$ 266	\$ 21	\$ 151	\$ 21	\$ 161	\$ 21	\$ 21	\$ 21	\$ 21	\$ 221	\$ 21	1,094
Travel & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Licenses & Permits	\$ -	\$ 375	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ -	750
Subscriptions & Memberships	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	323
Office Supplies	\$ 65	\$ 59	\$ 388	\$ -	\$ 458	\$ -	\$ 142	\$ 54	\$ 35	\$ 16	\$ 10	\$ 12	1,238
Office Equipment	\$ -	\$ 13	\$ 350	\$ 8	\$ 129	\$ 21	\$ -	\$ -	\$ 873	\$ 95	\$ 114	\$ 20	1,623
Communication - Telephone/Internet/TV	\$ 997	\$ 937	\$ 997	\$ 944	\$ 943	\$ 944	\$ 1,016	\$ 955	\$ 954	\$ 1,017	\$ 958	\$ 966	11,627
Internet/Telephone - Guard House	\$ 306	\$ 306	\$ 306	\$ 306	\$ 311	\$ 436	\$ 447	\$ 447	\$ 447	\$ 449	\$ 450	\$ 448	4,659
Cost Share Expense - Marshall Creek	\$ -	\$ -	\$ -	\$ -	\$ 8,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,360
Field:													
Field Management Fees	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	\$ 6,667	80,000
General Utilities	\$ 3,438	\$ 4,601	\$ 5,844	\$ 5,392	\$ 5,832	\$ 5,297	\$ 5,572	\$ 4,854	\$ 5,198	\$ 5,431	\$ 5,464	\$ 4,962	61,885
Refuse Removal	\$ 250	\$ 302	\$ 302	\$ 302	\$ 302	\$ 319	\$ 311	\$ 311	\$ 311	\$ 315	\$ 315	\$ 315	3,658
Security	\$ 6,736	\$ 6,718	\$ 6,790	\$ 6,766	\$ 6,820	\$ 6,802	\$ 6,802	\$ 6,808	\$ 6,856	\$ 6,838	\$ 6,844	\$ 6,844	81,627
Janitorial Services	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	13,714
Operating Supplies - Spa & Paper	\$ 244	\$ 200	\$ 272	\$ 202	\$ 200	\$ 198	\$ 183	\$ 330	\$ 165	\$ 362	\$ 139	\$ 438	2,935
Operating Supplies - Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 725	\$ -	\$ 1,130	\$ -	\$ -	1,856
Cleaning Supplies	\$ 38	\$ 1,071	\$ 1,875	\$ 110	\$ 157	\$ 1,250	\$ 46	\$ 1,362	\$ -	\$ 1,780	\$ 57	\$ 1,603	9,349
Amenity Landscape Maintenance & Improvements	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,578	\$ 2,000	\$ 5,500	\$ 2,000	\$ 2,000	28,078
Gate Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Guardhouse Maintenance	\$ -	\$ -	\$ 132	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	132
Dog Park Repairs & Maintenance	\$ -	\$ 1,850	\$ 473	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,323
Park Mulch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Repairs & Maintenance	\$ (30)	\$ 79	\$ 17	\$ -	\$ 211	\$ 258	\$ 253	\$ -	\$ -	\$ -	\$ -	\$ -	788
Miscellaneous Field Supplies	\$ 1,304	\$ 42	\$ 447	\$ 286	\$ 91	\$ 1,052	\$ 373	\$ 27	\$ 117	\$ 53	\$ 85	\$ -	3,879
Buildings Repairs & Maintenance	\$ 989	\$ 1,565	\$ -	\$ 347	\$ 614	\$ 366	\$ 4,478	\$ 1,499	\$ 5,128	\$ 3,918	\$ 143	\$ 7,264	26,312
Pest Control	\$ 258	\$ 68	\$ 68	\$ 72	\$ 472	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	\$ 72	1,440
Pools Maintenance - Contract	\$ 1,129	\$ 1,129	\$ 1,411	\$ 1,411	\$ 1,411	\$ 1,411	\$ 1,411	\$ 1,411	\$ 1,524	\$ 1,524	\$ 1,524	\$ 1,524	16,822
Pools Repairs & Maintenance	\$ 330	\$ 176	\$ -	\$ 308	\$ -	\$ 118	\$ 923	\$ 93	\$ -	\$ 186	\$ 17	\$ -	2,151
Pools Chemicals	\$ 229	\$ -	\$ 298	\$ -	\$ -	\$ 30	\$ -	\$ 304	\$ -	\$ 304	\$ -	\$ -	1,165
Signage & Amenity Repairs	\$ -	\$ -	\$ -	\$ 143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	143
Special Events	\$ 755	\$ 224	\$ -	\$ -	\$ 1,394	\$ 73	\$ 95	\$ -	\$ -	\$ -	\$ -	\$ -	2,542
Fitness:													
Professional Services - Outside Fitness	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,251	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,216	\$ 4,216	50,621
Fitness Equipment Repairs & Maintenance	\$ 685	\$ -	\$ 2,020	\$ 41	\$ 267	\$ 571	\$ 683	\$ 85	\$ 320	\$ -	\$ -	\$ 1,207	5,880
Fitness Equipment Rental	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	6,160
Miniature Golf Course Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Fitness Supplies	\$ 181	\$ 139	\$ -	\$ 173	\$ -	\$ -	\$ -	\$ 310	\$ -	\$ -	\$ -	\$ -	803
Capital Outlay - Machinery & Equipment	\$ -	\$ -	\$ 353	\$ -	\$ -	\$ -	\$ 136	\$ -	\$ -	\$ -	\$ 999	\$ 3,820	5,308
Total Amenities	\$ 78,085	\$ 58,052	\$ 60,319	\$ 54,892	\$ 65,923	\$ 57,344	\$ 60,894	\$ 58,176	\$ 60,301	\$ 64,941	\$ 55,342	\$ 67,446	\$ 741,714
Reserves													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	110,000
Total Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000
Total Expenditures	\$ 149,489	\$ 116,753	\$ 107,149	\$ 100,124	\$ 116,932	\$ 102,129	\$ 212,688	\$ 138,624	\$ 117,578	\$ 110,256	\$ 127,764	\$ 113,376	\$ 1,512,861
Excess Revenues (Expenditures)	\$ (149,465)	\$ 153,268	\$ 251,870	\$ 759,996	\$ (86,748)	\$ (90,980)	\$ (181,498)	\$ (138,375)	\$ (106,293)	\$ (109,590)	\$ (127,283)	\$ (113,095)	\$ 61,807

Sweetwater Creek

Community Development District

Long Term Debt Report

SERIES 2019A-1, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	2.000%, 2.125%, 2.250%, 2.375%, 2.500%, 2.950%, 3.170%
MATURITY DATE:	5/1/2038
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$133,070
RESERVE FUND BALANCE	\$133,070
BONDS OUTSTANDING - 07/30/19	\$7,825,000
LESS: MAY 1, 2020	(\$330,000)
LESS: MAY 1, 2020 (SPECIAL CALL)	(\$15,000)
LESS: NOV 1, 2020 (SPECIAL CALL)	(\$40,000)
LESS: MAY 1, 2021	(\$340,000)
LESS: MAY 1, 2021 (SPECIAL CALL)	(\$40,000)
LESS: NOV 1, 2021 (SPECIAL CALL)	(\$15,000)
LESS: MAY 1, 2022	(\$340,000)
CURRENT BONDS OUTSTANDING	\$6,705,000

SERIES 2019A-2, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	3.560%, 4.020%
MATURITY DATE:	5/1/2038
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$110,550
RESERVE FUND BALANCE	\$110,400
BONDS OUTSTANDING - 07/30/19	\$2,980,000
LESS: MAY 1, 2020	(\$110,000)
LESS: MAY 1, 2020 (SPECIAL CALL)	(\$10,000)
LESS: NOV 1, 2020 (SPECIAL CALL)	(\$15,000)
LESS: MAY 1, 2021	(\$115,000)
LESS: MAY 1, 2021 (SPECIAL CALL)	(\$15,000)
LESS: NOV 1, 2021 (SPECIAL CALL)	(\$5,000)
LESS: MAY 1, 2022	(\$115,000)
LESS: MAY 1, 2022 (SPECIAL CALL)	(\$25,000)
CURRENT BONDS OUTSTANDING	\$2,570,000

Sweetwater Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

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

ON ROLL ASSESSMENTS

67.88% 32.12% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2019 Debt Service Asmt</i>	<i>Total</i>
11/4/21	1	\$28,737.55	(\$544.47)	(\$1,514.16)	\$0.00	\$26,678.92	\$18,109.05	\$8,569.87	\$26,678.92
11/17/21	2	\$86,374.57	(\$1,659.17)	(\$3,416.12)	\$0.00	\$81,299.28	\$55,184.11	\$26,115.17	\$81,299.28
11/23/21	3	\$307,526.98	(\$5,904.52)	(\$12,301.09)	\$0.00	\$289,321.37	\$196,384.78	\$92,936.59	\$289,321.37
12/09/22	4	\$345,788.25	(\$6,639.13)	(\$13,831.55)	\$0.00	\$325,317.57	\$220,818.18	\$104,499.39	\$325,317.57
12/21/22	5	\$216,063.99	(\$4,150.81)	(\$8,523.43)	\$0.00	\$203,389.75	\$138,056.35	\$65,333.40	\$203,389.75
01/14/22	6	\$1,346,829.98	(\$25,859.13)	(\$53,873.33)	\$0.00	\$1,267,097.52	\$860,077.03	\$407,020.49	\$1,267,097.52
01/21/22	INTEREST		\$0.00	\$0.00	\$29.30	\$29.30	\$19.89	\$9.41	\$29.30
02/16/22	7	\$46,678.50	(\$906.82)	(\$1,337.65)	\$0.00	\$44,434.03	\$30,160.81	\$14,273.22	\$44,434.03
03/07/22	8	\$16,553.81	(\$327.17)	(\$195.54)	\$0.00	\$16,031.10	\$10,881.55	\$5,149.55	\$16,031.10
04/07/22	9	\$46,784.50	(\$935.69)	\$0.00	\$0.00	\$45,848.81	\$31,121.13	\$14,727.68	\$45,848.81
06/21/22	10	\$13,177.64	(\$267.98)	\$221.55	\$0.00	\$13,131.21	\$8,913.17	\$4,218.04	\$13,131.21
06/16/22	TAX CERTS	\$3,194.87	(\$65.81)	\$95.85	\$0.00	\$3,224.91	\$2,189.00	\$1,035.91	\$3,224.91
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$ 2,457,710.64	\$ (47,260.70)	\$ (94,675.47)	\$ 29.30	\$ 2,315,803.77	\$ 1,571,915.02	\$ 743,888.75	\$ 2,315,803.77

100%	Net Percent Collected
\$ (5,555.77)	Balance Remaining to Collect

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$ 8,032.00
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$ 4,293.70
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$ 8,090.00
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$ 6,250.00
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$ 4,495.00
1/6/20	6	Rick Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$ 46,000.00
1/6/20	7	Rick Arsenaault 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 Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCrrfnl220 - 10% Balance Upon Final Sign Off	\$ 11,500.00
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$ 6,790.80
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$ 35,240.00
2/24/20	12	Rick Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$ 46,000.00
2/26/20	13	Rick Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCgtr220 - Gutter Grating Supports repaired	\$ 500.00
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$ 5,034.68
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 - Back Flow Testing	\$ 265.00
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$ 6,790.80
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$ 3,000.02
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffic Study & Certification Package	\$ 1,062.00
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$ 4,000.44
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$ 16,357.00
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$ 12,310.00
6/22/20	22	Yellowstone Landscape	Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$ 25,583.33
7/14/20	23	Hopping Green & Sams	Invoice: 113207, 113803, 114427, 115066 - Project Construction	\$ 1,053.50
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$ 1,458.00
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	\$ 24,722.16
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$ 7,888.00
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$ 559.00
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$ 2,644.28
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$ 258.00
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$ 1,075.00
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$ 5,034.00
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$ 58,703.67
2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$ 2,570.79
5/13/21	34	Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$ 2,570.78
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$ 3,444.73
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$ 210.00
3/8/22	37	England Thims & Miller	Invoice 0201371 - Engineer's Report	\$ 2,500.00
4/20/22	38	Invision Construction	Invoice #0001 Fitness Center Expansion Process	\$ 2,000.00
4/20/22	39	Basham & Lucas Desing Group Inc	Invoice #8851 Palencia Amenity & CDs	\$ 5,200.00
7/11/22	40	Basham & Lucas Desing Group Inc	Invoice #8929 Palencia Amenity & CDs	\$ 3,889.78
6/22/22	41	England Thims & Miller	Invoice #203006 Palencia Fitness Center Addition & Modification	\$ 3,750.00
6/22/22	42	KE Law Group PLLC	Invoice #2879 2019 Project Construction	\$ 217.00
7/11/22	43	Basham & Lucas Desing Group Inc	Invoice #8963 Palencia Amenity & CDs	\$ 13,600.00
8/8/22	44	KE Law Group PLLC	Invoice #2993 2019 Project Construction	\$ 344.50
8/8/22	45	England Thims & Miller	Invoice #203518 Palencia Fitness Center Addition & Modification	\$ 6,250.00
8/8/22	46	Basham & Lucas Desing Group Inc	Invoice #9014 Palencia Amenity & CDs	\$ 13,025.00
9/19/22	47	ECS Florida LLC	Palencia Fitness Center Addition Invoice #995173	\$ 3,500.00
9/19/22	48	England Thims & Miller	Invoice #204046 Palencia Fitness Center Addition & Modification	\$ 7,392.55
9/19/22	49	Basham & Lucas Desing Group Inc	Invoice #9028 Palencia Amenity & CDs	\$ 8,046.25
9/19/22	50	KE Law Group PLLC	Invoice #3599 2019 Project Construction	\$ 992.00
9/19/22	51	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$ 7,375.00
9/19/22	52	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$ 726.00
TOTAL				\$ 456,231.76
Project (Construction) Fund at 08/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 09/30/22				\$ 87,109.02
Requisitions Paid thru 09/30/22				\$ (456,231.76)
Remaining Project (Construction) Fund				\$ 1,171,655.22

C.

Sweetwater Creek

Community Development District

Summary of Invoices

September 01, 2022 - September 30, 2022

Fund	Date	Check No.'s	Amount
General Fund	9/13/22	3726-3731	\$ 23,329.72
	9/26/22	3732-3737	29,065.78
			<hr/> \$ 52,395.50
Amenity Fund	9/13/22	2164-2165	\$ 30,267.52
	9/26/22	2166-2171	40,620.10
			<hr/> \$ 70,887.62
TOTAL			<hr/> \$123,283.12

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/13/22	00086	6/28/22 16838	202206 320-53800-47302	RMV DEAD OAK TREES	*	4,500.00	
		8/11/22 17461	202208 320-53800-47300	INSTL GLORIETTA BUBBLER	*	580.00	
				DUVAL LANDSCAPE MAINTENANCE			5,080.00 003726
9/13/22	00011	8/03/22 203991	202207 310-51300-31100	CUP PERMIT-H2O USE/MTR RD	*	333.13	
		8/03/22 203992	202207 310-51300-31100	PROFESS SRVS THRU 7/30/22	*	1,106.00	
		8/30/22 204436	202208 310-51300-31100	PROFESS SRVS THRU 8/27/22	*	1,146.50	
				ENGLAND-THIMS & MILLER, INC			2,585.63 003727
9/13/22	00063	8/31/22 74571	202208 320-53800-47000	AUG LAKE MAINTENANCE	*	1,538.00	
				FUTURE HORIZONS			1,538.00 003728
9/13/22	00029	9/01/22 135	202209 310-51300-34000	SEP MANAGEMENT FEES	*	2,916.67	
		9/01/22 135	202209 310-51300-35200	SEP WEBSITE ADMIN	*	50.00	
		9/01/22 135	202209 310-51300-35100	SEP INFORMATION TECH	*	66.67	
		9/01/22 135	202209 310-51300-31300	SEP DISSEM AGENT SERVICES	*	416.67	
		9/01/22 135	202209 310-51300-42000	POSTAGE	*	150.18	
		9/01/22 135	202209 310-51300-41000	TELEPHONE	*	137.98	
		9/01/22 135	202209 310-51300-35200	CRED FOR OFFLNE DRNG XTFR	*	50.00-	
				GOVERNMENTAL MANAGEMENT SERVICES			3,688.17 003729
9/13/22	00071	9/01/22 40	202209 320-53800-12100	SEP CONTRACT ADMIN	*	6,666.67	
				RIVERSIDE MANAGEMENT SERVICES			6,666.67 003730
9/13/22	00067	8/25/22 6643184	202208 310-51300-32300	FY22 SE2019 A1&A2	*	583.30	
		8/25/22 6643184	202208 300-15500-10000	FY23 SE2019 A1&A2	*	2,916.67	
		8/25/22 6643184	202208 310-51300-32300	FY22 INCIDENTAL EXPENSES	*	45.20	
		8/25/22 6643184	202208 300-15500-10000	FY23 INCIDENTAL EXPENSES	*	226.08	
				US BANK			3,771.25 003731
				SWCC SWEETWATER CRK BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/26/22	00075	9/13/22 09132022	202209 310-51300-11000 9/13/22 MEETING	CHARLES USINA III	*	200.00	200.00 003732
9/26/22	00009	9/12/22 16856	202209 300-15500-10000 FY23 POLICY RENEWAL	EGIS INSURANCE ADVISORS LLC	*	9,595.00	9,595.00 003733
9/26/22	00089	9/13/22 09132022	202209 310-51300-11000 9/13/22 MEETING	JOHN T SMITH	*	200.00	200.00 003734
9/26/22	00084	6/16/22 2878	202205 310-51300-31500 MAY GENERAL COUNSEL		*	3,893.48	
		7/06/22 3022	202206 310-51300-31500 JUN GENERAL COUNSEL		*	2,864.62	
		8/14/22 3598	202207 310-51300-31500 JUL GENERAL COUNSEL		*	4,132.07	
		9/10/22 3954	202208 310-51300-31500 AUG GENERAL COUNSEL		*	7,780.61	
				KE LAW GROUP PLLC			18,670.78 003735
9/26/22	00051	9/13/22 09132022	202209 310-51300-11000 9/13/22 MEETING	ROBERT LISOTTA	*	200.00	200.00 003736
9/26/22	00040	9/13/22 09132022	202209 310-51300-11000 9/13/22 MEETING	STEPHEN J HANDLER	*	200.00	200.00 003737
TOTAL FOR BANK A						52,395.50	
TOTAL FOR REGISTER						52,395.50	

SWCC SWEETWATER CRK BPEREGRINO

*** CHECK DATES 09/01/2022 - 09/30/2022 ***
SWEETWATER CREEK - POOL
BANK B AMENITY

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/13/22	00016	9/01/22 09012022	202209 330-53800-12000	SEP PAYROLL SALARIED	*	8,938.79	
		9/01/22 09012022	202209 330-53800-13000	SEP PAYROLL HOURLY	*	6,483.21	
		9/01/22 09012022	202209 340-53800-34500	SEP PROFSERV OUTSIDE FITN	*	4,215.54	
		9/01/22 09012022	202209 330-53800-23000	SEP PAYROLL BENEFITS	*	2,486.71	
		9/01/22 09012022	202209 330-53800-21000	SEP PAYROLL TAXES	*	1,355.46	
		9/01/22 09012022	202209 330-53800-31100	SEP PROFSERV ENGINEERING	*	4,100.04	
		9/01/22 09012022	202209 330-53800-35200	SEP PROFSERV INFO TECH	*	20.80	
		9/01/22 09012022	202209 330-53800-46500	SEP PAYROLL JANITORIAL	*	1,142.87	
				MARSHALL CREEK CDD			28,743.42 002164
9/13/22	00019	9/01/22 13129560	202208 330-53800-52000	AUG POOL MAINTENANCE	*	1,524.10	
				POOLSURE			1,524.10 002165
9/26/22	00005	8/22/22 41-24772	202208 330-53800-52200	PAPER TOWELS	*	139.20	
		9/01/22 41-24827	202209 330-53800-52200	PAPER PRODUCTS	*	255.34	
		9/01/22 41-24827	202209 330-53800-52100	CLEANING SUPPLIES	*	26.37	
				DOWNEY'S JANITORIAL SUPPLIES			420.91 002166
9/26/22	00107	9/12/22 16856	202209 300-15500-10000	FY23 RENEWAL POLICY	*	24,238.00	
				EGIS INSURANCE ADVISORS, LLC			24,238.00 002167
9/26/22	00080	7/01/22 716985	202208 330-53800-48300	8/1-8/31 GATE MONITORING	*	6,844.28	
		8/24/22 718630	202207 330-53800-48300	ADD RES AS OF 7/31/22	*	12.00	
		9/01/22 719075	202209 300-15500-10000	10/1-10/31 GATE MONITOR	*	6,850.28	
				ENVERA			13,706.56 002168
9/26/22	00016	9/06/22 LANDSCAP	202208 330-53800-46200	AUG LANDSCAPE	*	2,000.00	
				MARSHALL CREEK CDD			2,000.00 002169
				SWCC SWEETWATER CRK BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/26/22	00023	9/25/22 90258218	202209 330-53800-52200	SPA SHOWER SOAP	*	182.97	
				STATE CHEMICAL SOLUTIONS			182.97 002170
9/26/22	00041	9/08/22 19158233	202209 340-53800-34400	SEP PEST CONTROL	*	71.66	
				TURNER PEST CONTROL,LLC			71.66 002171
TOTAL FOR BANK B						70,887.62	
TOTAL FOR REGISTER						70,887.62	

SWCC SWEETWATER CRK BPEREGRINO

FOURTH ORDER OF BUSINESS

Comcast Question and Meeting Summary

Q and A for Comcast access to SWCDD

John Smith seat 2

Summary of Cable & Fiber for SWCDD

1. CABLE existing: Current 15 year Wavefly cable contract ended September 27, 2022. All cable contracts are month to month (\$40-\$95. different rates and offerings) Estimate half homes have cable or AT&T fiber.
2. AT&T Fiber to the home offering up to 1Gbps of fiber connectivity exists at all reaches of SWCDD. (\$55-\$80 month various speeds.) Currently over 50% or more of homes here are on AT&T fiber.
3. Wireless- Verizon is offering their Wireless 5G broadband 85-300Mbps connection \$60(plans vary) NO wires NO coax No fiber

Connection Type	Inception date	Description	Internet Speeds	Deployed SWCDD
Cable	1948- by 1992 60% homes connected CONUS	Video, VOIP and Internet with asymmetrical services	100, 250, 500Mbps and 1Gbps (Wavefly)	Green cable pole every other home
Fiber Optics	1980's deployed for winter Olympics, 2000 and beyond deployed everywhere	Video, VOIP and high Bandwidth Internet with symmetrical services	300Mbps, 500Mbps and 1Gbps (*2-5gig coming) (AT&T)	Green buried fiber box every other home (next to blue water meter box)
Wireless	21 st century – Now - Verizon (for example) \$30-80 month	Video, VOIP and high Bandwidth Internet – 21 st century innovative	85-300Mbps 5G services (Verizon)	Any where 5G signal will reach your home - data rates vary

If Comcast wants to offer their services they will dig a 3rd hole in peoples yards for their cable box to terminate COAX into your home. This will yield **4 boxes** per every other house with 20th century technology.

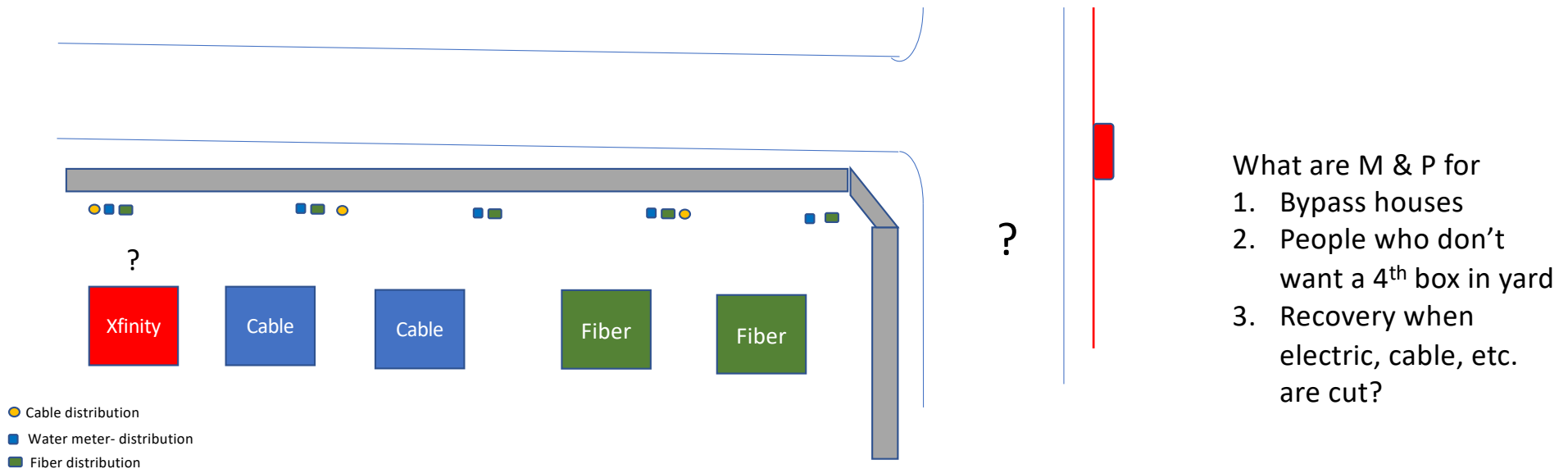
QUESTION – ARE 2 Coax cable systems needed to connect to your home?

Compensation Discussion – Still OPEN

- The logic of compensation as a one time fee for 10 year access is not adequate. (Recommend rejecting the \$69,920 one time payment)
- Suggest the following instead over 10 year contract.
 1. A per unit (Subscriber) fee of \$8.67/month over 10 years
 2. Model 300 subscribers over 10 years is $\$8.67 \times 300 = \$2,601 \times 12 = \$31,212$ annually. Based on the success of Comcast penetration into the market.

Adding Home downstream in block

- How do you propose to add say the 5 house down in a block when the intervening homes have Cable or Fiber?
- Recognize Sewer, Water, Electric, Fiber, Cable, Gas etc. ALL BURIED.



Technical Deployment Discussion

- How do you propose to add say the 5 house down in a block when the intervening homes have Cable or Fiber?

Answer: We have the necessary machines and equipment to bore to 24 inches down which should not disturb the pavers. In addition, our approach will consist of the Tier 1 contractors taking before pictures of any work for documentation purposes. A supervisor will be present during all times of the construction process to not only oversee the work being completed.

What is not answered is escalation time and action table, burden of proof and restitution of interrupted service.

Section 10 of their agreement is totally inadequate.

- Recognize Sewer, Water, Electric, Fiber, Cable, Gas etc. ALL BURIED.

Answer: there is no answer yet to where and how escalation and third party management will occur. Every other house will have an ACCESS BOX in their front yard whether they order Comcast service or not.

- 21st Century Technology – Comcast plans to present a 21st century technical solution vs Coax.

Answer: They are running fiber in neighborhood BUT running COAX (the last couple of hundred feet) to the homes! We already have coax cable system delivered to the homes. Why do we need two ? There is the additional lightning susceptibility when you have COAX vs Fiber Optics to your home.

This is not a solution I can recommend.

T & C and SOW

- Customer (SWCDD) has to fund and pay electrical power ? This will be removed
- Only \$2500 for escrow? If you cut an AT&T fiber trunk you could render hundreds of homes without internet and MM services. Second you could not effect repair on a third party coax of fiber plant? Please explain?
- In the case of electrical outage you could impact medical, refrigeration and food for customers. What is your remediation ?
- Item 10 has no higher escalation other than customer service. Working on interruptions by next business service day is not acceptable. A clear 1,2, 4 hour escalation process shall be available with contact levels, executive service contacts, etc.
- I think the \$1M assurance bond is too low.
- SOW of work has no element dealing with recovery of service interruptions such as sewer, water, electrical, fiber, coax when using utility trenches
- SOW has no escalation in it's body for a homeowner or third party supplier such as FPL, St.John's water, which will guarantee rapid restoration. A restoration section needs to be cover in either Item 2 or add a 3 item to the Scope of Work.

FIFTH ORDER OF BUSINESS

Released by Ryan Sparrell on Oct 21, 2022

Released

**Invision Construction, Inc.**

11251 Business Park Blvd Ste 4 • Jacksonville, FL 32256-2711 • Phone: 904-345-0515

Erin Gunia
Cell: 904 814 4531

Job Address:
1879 N Loop Pkway
St. Augustine, FL 32095

Print Date: 10-24-2022

Proposal for Palencia Interior Renovation

Business License: CBC1261890

We hereby propose to furnish labor and materials (as noted)- complete in accordance with the above specifications. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. Any additional work shall be a "Change Order" and will incur additional charges. Contractor will not be responsible for any unknown wall, ceiling, or floor framing that is damaged, poorly constructed, defective and/or due to its condition require extra work. This would be addressed as a "Change Order" .

Items	Description	Cost Type	Qty/Unit	Unit Price	Price
General Conditions 1020 - Management	Project Management, Office and Misc. Dumpsters, Porta Potty, Insurance, equipment and Tooling.	Other	1	\$18,600.00	\$18,600.00
Permit and drawings 1010 - Building permits	Allowance for drawing and permitting	Allowance	1	\$4,000.00	\$4,000.00
Dust Mitigation 1540 - Cleaning service	Dust walls, Air scrubbers, Tac mats, mediation filters	Labor, Material	1	\$2,242.00	\$2,242.00
Mobilization & Demo 1300 - Demolition	Remove interior framing, drywall and flooring.	Labor, Equipment	1	\$7,000.00	\$7,000.00
Storefront window 3290 - Window Labor	Remove and store glass onsite for temp access.	Labor, Material	1	\$1,900.00	\$1,900.00

Faming - Drywall - Finishing 3210 - Framing labor	Faux beam, drop ceiling area, End walls of Gym, new office to deck Reuse Door from Erin's office to the store room material and labor	Labor, Material	1	\$19,970.00	\$19,970.00
Door and hardware install in new office 4280 - Interior Doors	Add door and hardware in New office	Labor, Material	1	\$2,750.00	\$2,750.00
Flooring 5550 - Flooring	Install customer provided flooring in new Gym areas. install customer provided flooring in the Kids room.	Labor	1	\$3,700.00	\$3,700.00
Painting 5300 - Painting—interior	Paint interior walls to match existing Gym, New work out room(kids room), bathroom, and new office	Labor, Material	1	\$6,200.00	\$6,200.00
Electrical 5730 - Electrical	rework of electric after demo CCTV RELOCATION ALLOWANCE : \$4,300	Subcontractor	1	\$6,100.00	\$6,100.00
Ceiling grid and Lighting 5130 - Acoustical Ceiling	Add ceiling in office with lighting	Labor, Material	1	\$5,700.00	\$5,700.00
Mechanical 5680 - HVAC	Run Supply and return for New office in storage room includes hardware, finishes and trim	Subcontractor	1	\$6,900.00	\$6,900.00

Total Price: \$85,062.00

*ALLOWANCE : means that this is a estimate and could be higher or lower based upon job environment. Subject to change.

1.BUYER'S RIGHT TO CANCEL (Florida Statutes § 501.031)This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment. DEPOSITS. All deposits are non-refundable

2. PAYMENT. All payments are due on billing. Final payment is due upon completion of the work or issued certificate of occupancy. If Purchaser fails to make any payment, all warranties will be void.

3. CHANGES: Any alteration or deviation from specifications involving extra costs or changed/extra work will be performed only upon a signed written change order and will become an extra charge. Invision Construction requires full payment in advance from Purchaser for change orders as a condition for performing the changes.

4. **CONTRACT TIME:** All dates for completion of the work are estimates. Invision Construction is not responsible for delays due to weather conditions; Supply chain difficulties; labor difficulties; accidents; availability of materials; circumstances beyond our control. Invision Construction's time for performance is not of the essence. Purchaser shall not be entitled to damages for delays.

5. **LIMITATION OF LIABILITY.** InVision's liability for damages to purchaser relating to or arising out of the performance or non-performance of the work, or for any cause whatsoever, and regardless of the form of the action, whether in contract or in tort including negligence, shall be limited to the contract price. The foregoing limitation of liability will not apply to claims for personal injury caused solely by InVision's negligence. Invision shall not be liable to purchaser or any person claiming through or against purchaser for any special, indirect or consequential damages (including lost profits, revenues, business opportunities or interruption of business) resulting from or arising out of performance, delay in or failure of the same. Even if purchaser has been advised of the possibility of such damages.

6. **ATTORNEYS' FEES & COSTS/ VENUE / GOVERNING LAW.** Purchaser agrees to pay reasonable attorney's fees and costs in the event an attorney is required to represent InVision for any reason related to the contract, through appeal, including all costs of collections. This contract shall be construed according to the laws of the State of Florida, and the exclusive venue for any dispute shall be a court of competent jurisdiction in St. Johns County, Florida.

7 **RISK OF LOSS.** Purchaser shall be responsible and bear the risk of loss to any material or equipment once delivered to the Project.

8. **REMEDIES.** In the event Purchaser fails to pay any amount due and owing hereunder and/or fails to perform any obligation hereunder, InVision shall have the right to exercise one or more of the following remedies: (a) recover the balance of all amounts due hereunder including interest on all unpaid sums; (b) recover InVision's anticipated lost profits on all work on yet performed; (c) enter the premises where the equipment might be located and take possession of the equipment and retain all prior payments as partial compensation for its use and depreciation; (d) incur collection and legal expenses (including) attorney 's fees and costs in exercising any of its rights and remedies upon default; (e) suspend work and remove its equipment from the project; and/or (f) pursue any other remedy permitted by law.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

October 24, 2022

Sweetwater Creek CDD
Attn: Erin Gunia

RE: Palencia Interior Renovation

Erin,

As requested, we have put together a lump sum contract proposal to design, permit, and execute the interior renovation work at the existing multipurpose building. The following work is included:


- Architectural Design (permittable plans)
- General Conditions/General Requirements
- Selective Demolition/Disposal
- Rework/reinstall existing door and window
- New door/hardware for new office
- Flooring, install only (material provided by others)
- Painting work
- 2x2 acoustical ceiling at new office
- Ductwork from existing air handler to new office
- Electrical as necessary to facilitate changes in the space
- Cleanup of our work/final cleaning of work area

Exclusions:

- Asbestos inspection/report
- Permit fees (to be reimbursable based on actual cost)
- Concealed conditions
- After hours work
- Any work items not specifically outlined above

We propose to provide the design and construction services described herein for a lump sum total of Ninety-Nine Thousand Four Hundred Seventy-Five Dollars (\$99,475.00).

Accepted by:

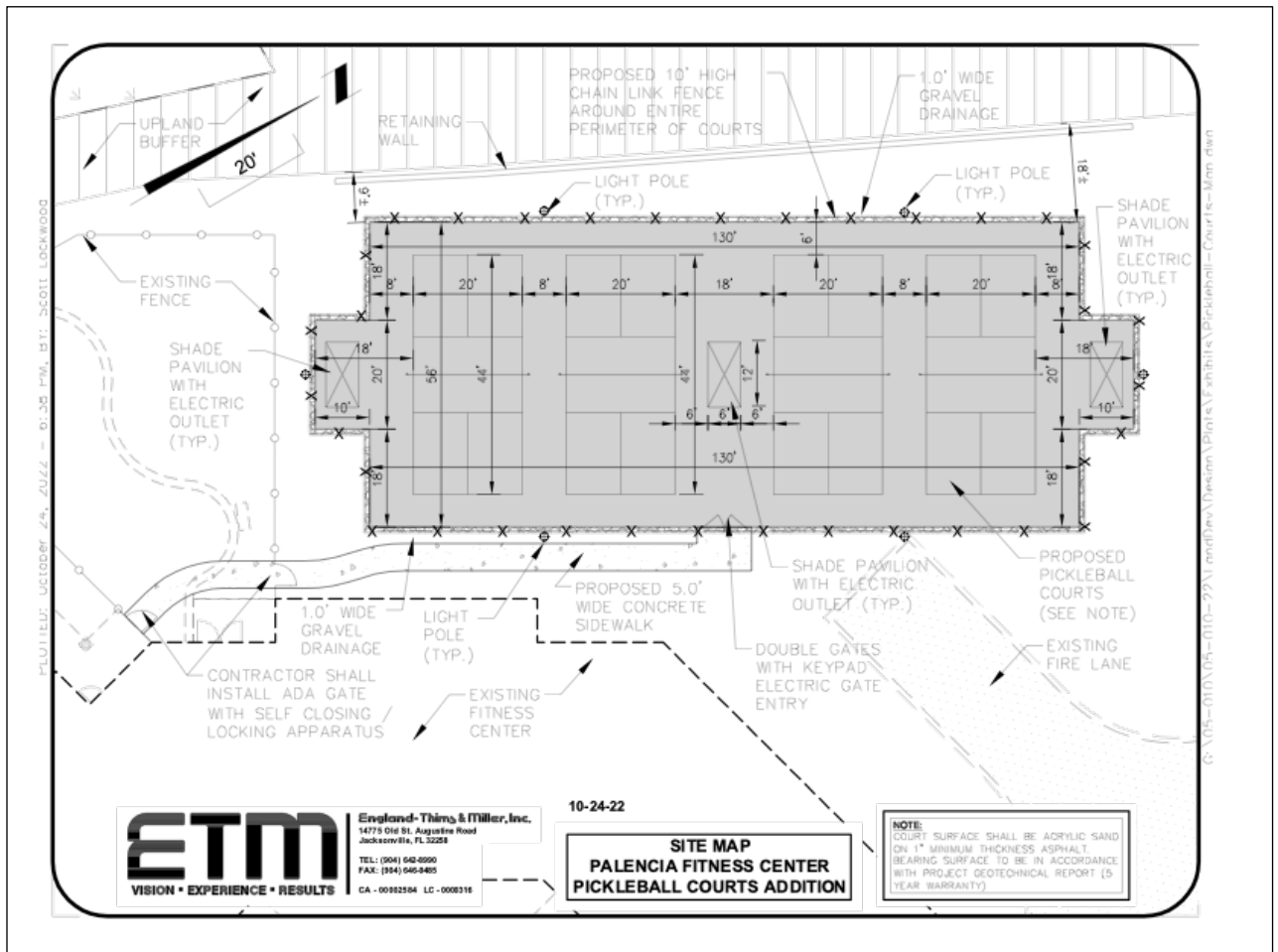

Scherer Construction

Sweetwater Creek CDD

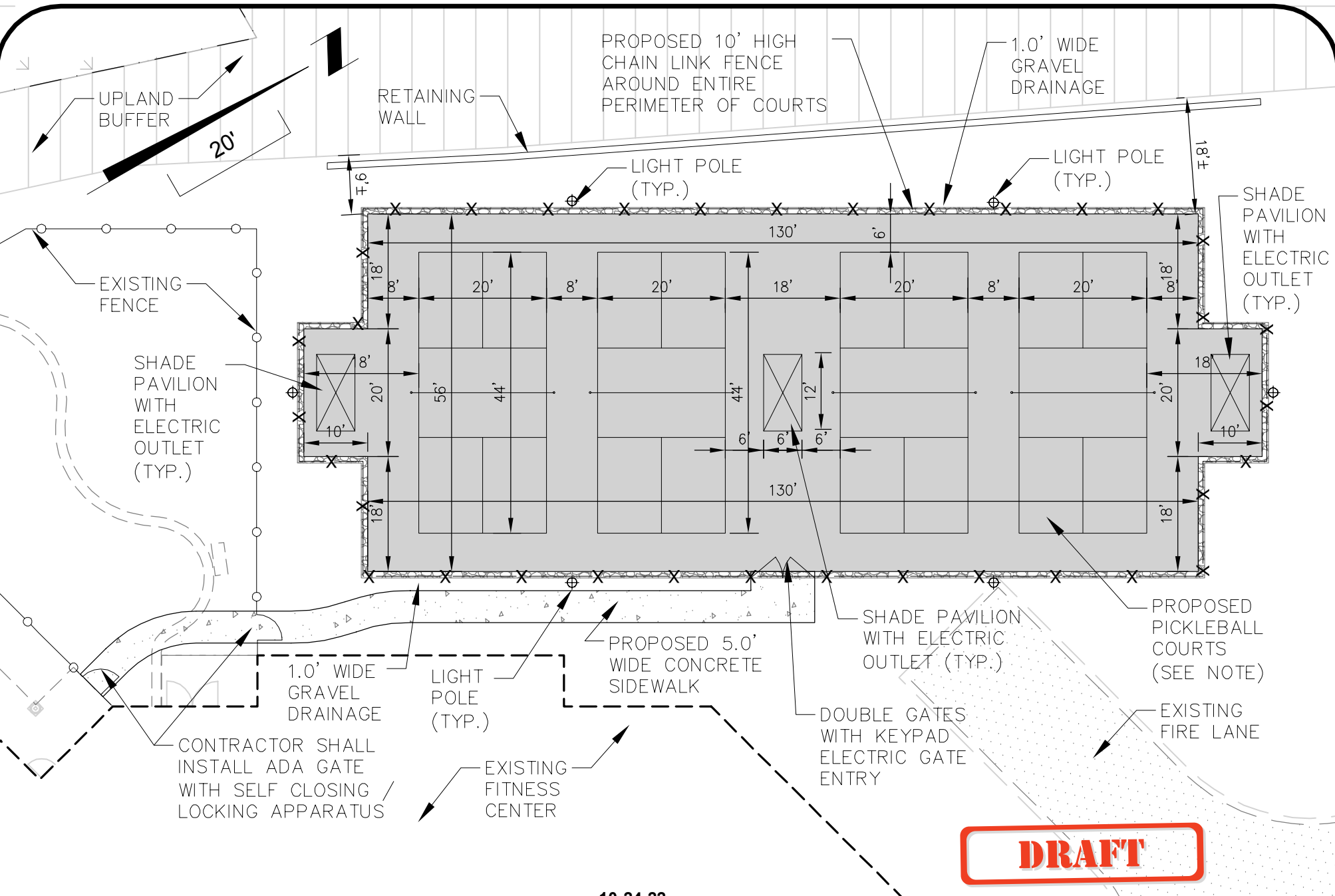
SIXTH ORDER OF BUSINESS

Agenda Items for pickleball

- (a) Attached is the draft from MTM and result of meeting with Jim Oliver and Scott Lockwood. Scott recommends the space behind the fitness center which will accommodate 4 (four) pickleball courts, a fence with 2 gates, lighting, and two security cameras for the staff in the fitness center. This area has no conflicts with buffers, borders etc. Scott will work up a formal civil engineering plan and cost estimate later this week. I will talk with two construction companies to get rough estimate to build along the idea of the draft site plan from MTM. It is just a draft. No commitments will be made. Court scheduling may use the existing tennis/pickleball which uses a rolling 2-day window for court reservations. The system could be accessed by fitness center staff to allow them to sign up and schedule courts as well. Please review the drawing below as a proposal for court placement.



PLU0112: October 24, 2022 - 6:38 PM, BY: Scott Lockwood



DRAFT



England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

10-24-22

**SITE MAP
PALENCIA FITNESS CENTER
PICKLEBALL COURTS ADDITION**

NOTE:
COURT SURFACE SHALL BE ACRYLIC SAND ON 1" MINIMUM THICKNESS ASPHALT. BEARING SURFACE TO BE IN ACCORDANCE WITH PROJECT GEOTECHNICAL REPORT (5 YEAR WARRANTY)

G:\05-010\05-010-22\andDev\Design\Plots\Exhibits\Pickleball-Courts-Man.dwg

**WORK AUTHORIZATION NO. 13
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
PALENCIA FITNESS CENTER – PICKLEBALL COURTS ADDITION AND
MODIFICATIONS**

Scope of Work

England, Thims & Miller, Inc. (ETM) is pleased to submit this proposal for professional services related to Palencia Fitness Center – Pickleball Courts Addition and Modifications (see attached preliminary site layout based on discussions with the CDD staff. Our proposed scope of work fee schedules is as follows:

I. TASK ONE – REVISED MASTER DEVELOPMENT PLAN

A Master Development Plan (MDP) will be prepared from the revised approved site layout, submitted and processed for the development. This task includes MDP map and text preparation, processing of the MDP application package, and attendance at any public hearings or meetings with staff.

TOTAL LUMP SUM FEE\$2,600.00

II. TASK TWO – SJRWMD MINOR MODIFICATION

ETM will submit the revised Engineering Plans and calculations to the SJRWMD for a minor modification to the existing stormwater permit.

TOTAL LUMP SUM FEE\$2,400.00

III. TASK THREE – MODIFY ENGINEERING PLANS

Revise Palencia Fitness Center to match proposed Preliminary site plan. Update Engineering Plans as may be required.

TOTAL LUMP SUM FEE\$7,750.00

IV. TASK FOUR – REGULATORY PERMITTING/APPROVALS

Submit modified Engineering Plans to SJC and coordinate the review process for to following:

1. St. Johns County DRC Submittal and Construction Plan Application

LUMP SUM FEE.....\$3,250.00

V. TASK FIVE – CODES LANDSCAPE AND TREE MITIGATION PLAN (if required)

Provide Code landscape plan in accordance with the Palencia PUD and the St. Johns County Land Development Code. This will include tree mitigation and specification for the pickleball courts additions and negotiation with St. Johns County to satisfy minimum Code requirements.

LUMP SUM FEE.....\$3,750.00

VI. TASK SIX – BIDDING SERVICES:

ETM proposes to perform CDD bidding services for the modifications to the Palencia Fitness Center. This task includes the following services:

1. Prepare Bid Documents
2. Pre-Bid Meeting
3. Preparation of Specifications
4. Prepare Addendums
5. Respond to RFIs.
6. Review and Evaluate Bids
7. Support as requested.
8. Send Notifications of Award and Contract

FEE.....HOURLY
(NOT TO EXCEED \$5,000.00 WITHOUT FURTHER AUTHORIZATION)

VII. TASK SEVEN – CEI SERVICES

ETM proposes to perform limited construction administration for the Palencia Fitness Center – Pickleball Court Addition throughout the construction and closeout phase of the project. This task includes the following services:

1. Part-time Field Representation
2. Shop Drawing Review
3. Preconstruction Meetings
4. Owner Authorized Site Visits
5. Partial Lien Release coordination
6. Review and evaluation of Sewer / Storm Video logs
7. As-Built Review
8. Regulatory Agency Required Inspections
9. Certification to SJRWMD / St. Johns County
10. Water and Certifications to FDEP
11. Review of Contractors Pay Requests
12. Project photo / video documentation
13. Pre-Final and Final field review with jurisdictional agencies
14. Sleeving Plan Preparation/Coordination

FEE.....HOURLY
(NOT TO EXCEED \$5,000.00 WITHOUT FURTHER AUTHORIZATION)

FEE SUMMARY

TASK DESCRIPTION	LUMP SUM FEE	HOURLY FEE
Task I – Revised Master Development Plan	\$ 2,600.00	
Task II – SJRWMD Minor Modification	\$ 2,400.00	
Task III – Modify Engineering Plans	\$7,750.00	
Task IV – Regulatory Permitting/Approvals		
1. SJC DRC Submittal and Construction Plan Application	\$ 3,250.00	
Task V – Code Landscape and Tree Mitigation Plan	\$ 3,750.00	
Task VI – Bidding Services		\$5,000.00
Task VII – CEI Services		\$5,000.00
TOTAL FEE SUMMARY	\$19,750.00	\$10,000.00

ITEMS NOT INCLUDED

- | | |
|---|---|
| 1. Geotechnical Investigations | 17. ACOE Permitting |
| 2. Soil Boring / Analysis | 18. Homeowners Association issues |
| 3. Groundwater Modeling / testing | 19. NDPES permit compliance |
| 4. Environmental Investigation | 20. Life Safety /Code compliance |
| 5. Wetland drawdown analysis | 21. Project Wide code compliance |
| 6. Electrical, Phone, Gas, Design / Permitting | 22. OSHA or other safety issues |
| 7. Lighting design / Street / Parking / etc. | 23. Utility Locations / Analysis / Design / Soft digs |
| 8. FEMA Floodplain / Model / Analysis / Permitting | 24. Consumptive Use Permitting (CUP) |
| 9. Hardscape/ Design / Permitting | 25. Historical / Archeological Issues |
| 10. Fire Hydrant Testing | 26. Endangered species |
| 11. ADA Compliance | 27. Traffic study |
| 12. As-built Surveying | 28. Application / Permit Fees |
| 13. Surveying (Topo, Bound., Route, Tree, Rw) | 29. Retaining wall or Structural design |
| 14. Const. Stakeout / Locates / Verification | 30. Separate clearing / grading permit |
| 15. Utility Locations / Analysis / Design / Soft digs | |
| 16. Water / Sewer / Reuse Permitting (FDEP or SJCUD). | |

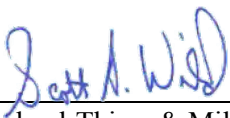
ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2022

CEO/CSO.....	\$375.00/Hr.
President.....	\$330.00/Hr.
Executive Vice President.....	\$320.00/Hr.
Vice President	\$257.00/Hr.
Senior Engineer/ Senior Project Manager.....	\$205.00/Hr.
Project Manager	\$190.00/Hr.
Director.....	\$175.00/Hr.
Engineer.....	\$165.00/Hr.
Assistant Project Manager	\$155.00/Hr.
Senior Planner /Planning Manager.....	\$190.00/Hr.
Planner.....	\$155.00/Hr.
CEI Project Manager.....	\$175.00/Hr.
CEI Senior Inspector.....	\$155.00/Hr.
CEI Inspector	\$125.00/Hr.
Senior Landscape Architect.....	\$175.00/Hr.
Landscape Architect.....	\$160.00/Hr.
Senior Technician.....	\$155.00/Hr.
GIS Developer / Senior Analyst.....	\$170.00/Hr.
GIS Analyst	\$140.00/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$160.00/Hr.
Engineering Intern	\$140.00/Hr.
Engineering/Landscape Designer.....	\$140.00/Hr.
CADD/GIS Technician.....	\$125.00/Hr.
Administrative Support.....	\$90.00/Hr.

* ETM's standard hourly billing rates are re-evaluated annually prior to the beginning of the calendar year and are subject to an increase not to exceed five percent (5%) per year.

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: 11/2/2022
England-Thims & Miller, Inc.

Approved by: _____ Date: _____
Sweetwater Creek Community Development District

SEVENTH ORDER OF BUSINESS

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEERS REPORT
FOR
2019 REFUNDING BONDS IMPROVEMENTS**

Prepared for

**Board of Supervisors
Sweetwater Creek
Community Development District**

Prepared by



England, Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

EXECUTIVE SUMMARY

The Sweetwater Creek Community Development District (The Sweetwater Creek CDD or the “District”) is an 865± acre community development district located in St. Johns County, Florida, south of Pine Island Road and east of US-1/Philips Highway (see **Plate 1** for the general location map). The land within the District is located within the Marshall Creek DRI/PUD. The authorized land uses within the District allow for residential development as well as open space and recreational amenities.

See **Plate 2** for the map of the District boundary and **Plate 3** for a legal description of the District.

To serve the residents of the Sweetwater Creek Community Development District, the District developed and adopted an Improvement Plan on March 22, 2007, that allowed it to finance and construct certain infrastructure, transportation and recreational facilities within and adjacent to the District.

This Supplemental Improvement Plan updates the information contained in the March 22, 2007 Improvement Plan with the proposed 2019 Refunding Bonds Improvements. Funding for the 2019 Improvements will be from refinancing the current outstanding principal amount of the Series 2007A bonds.

The 2019 Refunding Bonds project includes the following improvements (See **Plate 4** Site Plan for locations of the improvements and **Plate 5** for Conceptual Park Plans):

2019 Refunding Bonds Improvements

1. Amenity Center

- A. Outdoor Fitness Area
- B. Resurface Pool
- C. Repaint Amenity Center

2. Guard House

- A. Repaint Guard House

3. Ensenada Park

- A. Resurface Basketball Court
- B. Repaint Pavilion
- C. Restroom Facility Addition

4. Onda Park

- A. Playground
- B. Outdoor Fitness Area
- C. Restroom Facility Addition
- D. Pavilion
- E. Sports Court
- F. Sitework, Lighting, Landscape, Irrigation

5. Golf Cart Use Roadway Conversion

(Study & Implementation)

6. Contract Manager – Proposed Improvements

This supplemental report reflects the anticipated refunding bonds improvements for the 2019 Refunding Bonds projects. All the improvements are to existing parks or infrastructure except for Onda Park. Onda Park is currently an unimproved tract to be conveyed from Lennar Homes to the District. The 2019 Refunding Bonds projects consists of resident desired improvements, as listed in Table 1.

The Improvement Plan contained in this report reflects the present intentions of the Sweetwater Creek Community Development District. However, the Improvement Plan may be subject to modification in the future. The implementation of any improvement outlined within the Plan requires final approval by the Sweetwater Creek Community Development District Board of Supervisors.

**TABLE 1
SUMMARY OF COSTS
SWEETWATER CREEK COMMUNITY DEVELOPMENT
DISTRICT
2019 REFUNDING BONDS IMPROVEMENTS**

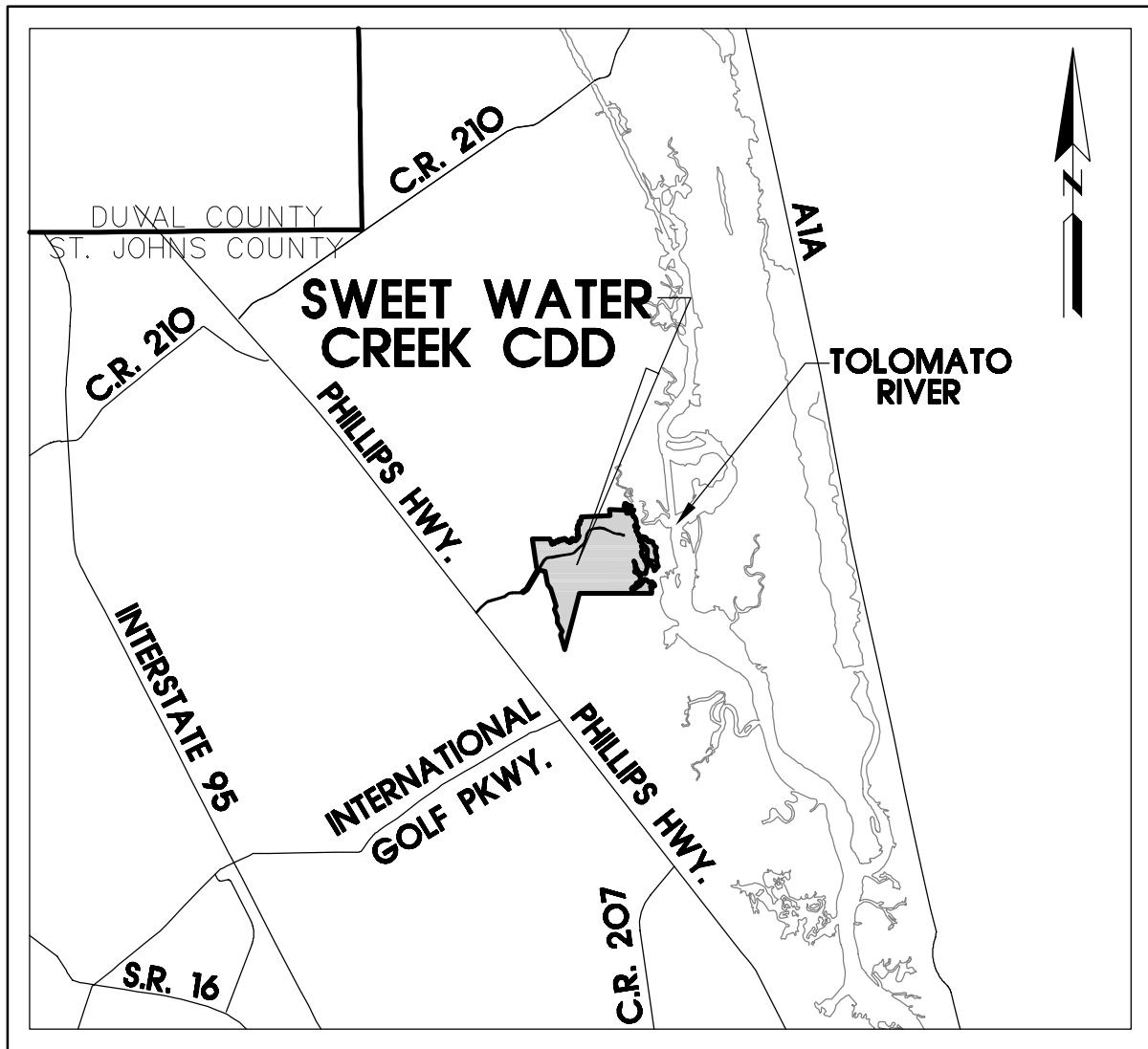
IMPROVEMENT DESCRIPTION FACILITY	ESTIMATED COST
1. Amenity Center – Outdoor Fitness Area	\$ 100,000
2. Amenity Center – Resurface Pool	\$ 110,000
3. Amenity Center – Repaint	\$ 39,000
4. Guard House – Repaint	\$ 6,500
5. Ensenada Park - Resurface Basketball Court	\$ 11,000
6. Ensenada Park - Repaint Pavilion	\$2,300
7. Ensenada Park - Restroom Facility Addition	\$120,000
8. Onda Park – Playground	\$ 55,000
9. Onda Park – Outdoor Fitness Area	\$ 100,000
10. Onda Park – Restroom Facility Addition	\$ 110,000
11. Onda Park – Pavilion	\$ 50,000
12. Onda Park – Sports Court	\$ 30,000
13. Onda Park – Sitework, Utilities, Lighting, General Conditions	\$ 570,000
14. Onda Park – Landscape	\$ 40,000
15. Onda Park – Irrigation	\$ 45,000
16. Golf Cart Use Roadway Conversion (Study & Implementation)	\$ 50,000
17. Contract Manager – Proposed Improvements	\$ 100,000
<i>IMPROVEMENTS SUB-TOTAL</i>	\$1,538,800
18. Deduct Portion of Items 2-6 (70% per agreement with Marshall Creek CDD)	\$ -118,160
19. Contingency	\$ 250,000
<i>IMPROVEMENTS TOTAL</i>	\$1,670,640

APPENDIX **Description**

Plate No.

- | | |
|---|---|
| 1 | Location Map |
| 2 | District Boundary |
| 3 | Legal Description |
| 4 | Proposed Improvements Location Map |
| 5 | Conceptual Plans prepared by Basham & Lucas |

PLATE 1



PLOTTED: April 25, 2019 - 8:51 AM, BY: Beth Watkins

c:\05-010\05-010-15\LandDev\Design\Plots\District Bndy Plate 1.dwg



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

LOCATION MAP

SWEET WATER CREEK CDD

ST. JOHNS, FLORIDA

ETM NO. 05-010-15

DRAWN BY: D. BRIGHT

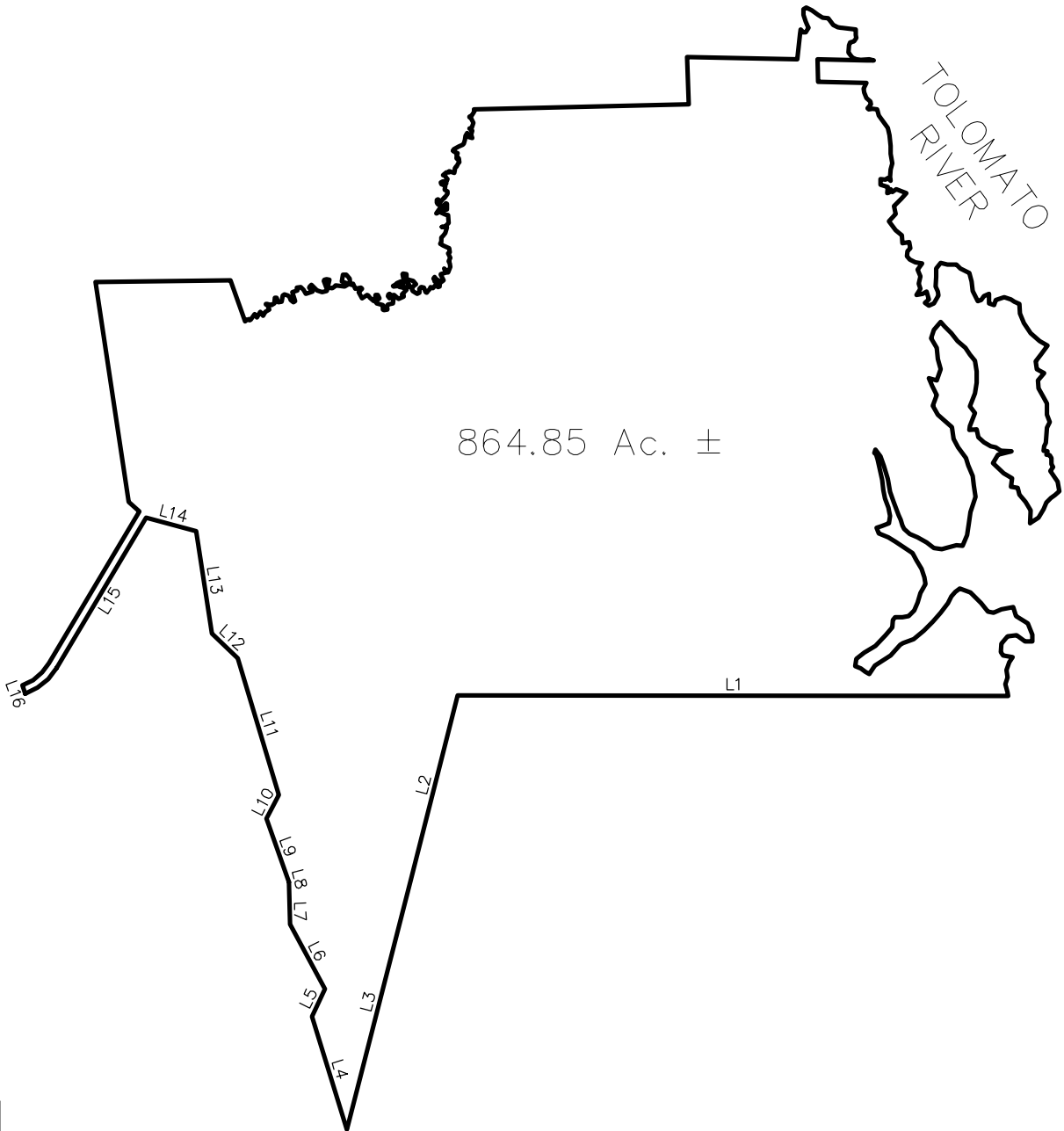
DATE: JANUARY 26, 2006

DRAWING NO. 1

PLATE 2

TOLOMATO
RIVER

864.85 Ac. ±



1500'

ETM

VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

DISTRICT BOUNDARY

SWEET WATER CREEK CDD

ST. JOHNS, FLORIDA

ETM NO. 05-010-15

DRAWN BY: D. BRIGHT

DATE: JANUARY 26, 2006

DRAWING NO. 2

PLATE 3

LEGAL DESCRIPTION:

A portion of fractional Sections 28 and 33, a portion of Section 29, a portion of the Marshall or Leonardi Grant, Section 60 and a portion of the Rogue Leonardi Grant, Section 61, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North 89°09'44" East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North 89°09' 44" East, along the Northerly line of said Section 28, a distance of 519.11 feet to the Point of Beginning.

From said Point of Beginning, continue North 89° 09' 44" East, along the Northerly line of said Section 28, a distance of 1198.79 feet to its intersection with the Westerly line of said Rogue Leonardi Grant, Section 61; thence South 19°57'07" East, along said Westerly line, 367.25 feet to a point referred to as Reference Point "A"; thence continue South 19°57'07" East, along said Westerly line, 23 feet, more or less to its intersection with the Southerly Ordinary High Water Line of Sweetwater Creek; thence along the meanderings of said Southerly Ordinary High Water Line and along the meanderings of the Easterly Ordinary High Water Line of said Sweetwater Creek the following five approximate courses: East Northeasterly, 1970 feet more or less; thence Southeasterly, 750 feet more or less; thence East Northeasterly, 1430 feet more or less; thence Northeasterly, 830 feet more or less; thence Northerly, 1260 feet more or less to the convergence of said Easterly Ordinary High Water Line with the Easterly Mean High Water Line of said Sweetwater Creek; thence North Northeasterly along the meanderings of said Easterly Mean High Water Line, 1100 feet more or less to its intersection with the Southerly line of those lands described and recorded in Official Records Book 1291, page 930 of the Public Records of said county; thence North 88°36' 45" East, departing said Easterly Mean High Water Line and along said Southerly line of the lands of Official Records Book 1291, page 930, a distance of 14 feet, more or less to a point which bears North 47° 47' 39" East, 2772.58 feet from said Reference Point "A"; thence continue North 88°36'45" East, along the Southerly line of said lands and along the Southerly line of the lands described and recorded in Official Records Book 268, page 448 of said Public Records, a distance of 1900 feet to the Southeasterly corner of last said lands; thence North 02° 09' 25" West, along the Easterly line of said lands, 423.55 feet to its intersection with the Southerly line of those lands described and recorded in Deed Book 76, page 192 of said Public Records; thence South 88° 50' 53" East, along said Southerly line, 979.91 feet to its intersection with the West line of the lands described and recorded in Official Records Book 1533, page 837 of said Public Records; thence North 06° 20' 01" East, along the West line of said lands, 227.49 feet to a point referred to as Reference Point "A1"; thence continue North 06°20'01" East, along the West line of said lands, 36 feet more or less, to its intersection with the Southerly Mean High Water Line of Deep Creek; thence along the meanderings of said Southerly Mean High Water Line the following five approximate courses; Southeasterly, 61 feet more or less; thence Northeasterly, 47 feet more or less; thence North Northwesterly, 175 feet more or less; thence Northeasterly, 29 feet more or less; thence Southeasterly, 500 feet more or less to the convergence of said Southerly Mean High Water Line of Deep Creek with the Westerly Mean High Water Line of the Tolomato River; thence along the meanderings of said Westerly Mean High Water Line the following four approximate courses; Southerly, 77 feet more or less; thence Southwesterly, 75 feet more or less; thence Southerly, 90 feet more or less; thence East Southeasterly, 250 feet more or less to the intersection of said Westerly Mean High Water Line with said Southerly line of lands described and recorded in Deed Book 76, page 192; thence North 88°50'53" West, departing said Westerly Mean High Water Line, along said Southerly line, 66 feet more or less to a point which bears South 67°56'59" East, 635.22 feet from said Reference Point "A1"; thence continue North 88°50'53" West, 435.00 feet to the Northwesterly corner of the lands described and recorded in Official Records Book 858, page 821 of said Public Records; thence South 02° 10' 44" East, along the Westerly line of said lands, 200.00 feet to the Southwesterly corner thereof; thence South 88°50'53" East, along the South line of said lands, 425.00 feet to a point referred to as Reference Point "A2"; thence continue South 88°50'53" East, along the South line of said lands, 6 feet more or less to its

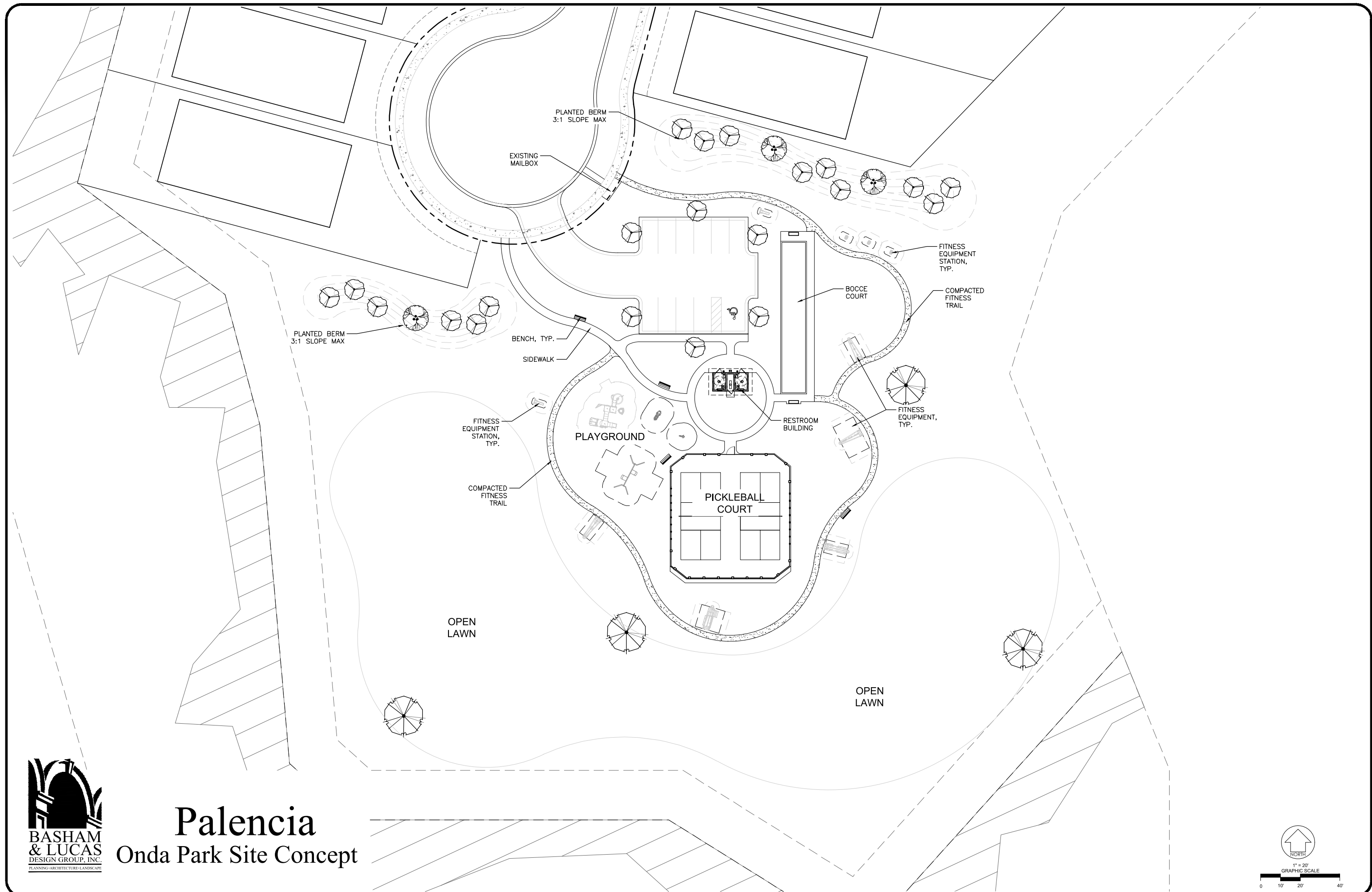
intersection with said Westerly Mean High Water Line of the Tolomato River; thence along the meanderings of said Westerly Mean High Water Line, the following fifty three approximate courses: South Southeasterly, 1020 feet more or less; thence Westerly 105 feet more or less; thence Southerly, 48 feet more or less; thence Southeasterly, 345 feet more or less; thence Southwesterly, 315 feet more or less; thence Southeasterly, 360 feet more or less; thence Southerly, 118 feet more or less; thence East Southeasterly, 117 feet more or less; thence Southerly, 310 feet more or less; thence East Northeasterly, 95 feet, more or less; thence South Southeasterly, 71 feet more or less; thence Southwesterly, 48 feet more or less; thence Easterly, 89 feet more or less; thence North Northeasterly, 390 feet more or less; thence Southeasterly, 283 feet more or less; thence South Southeasterly, 262 feet more or less; thence East Southeasterly, 532 feet more or less; thence Southeasterly, 472 feet more or less; thence Southerly, 1510 feet more or less; thence Southwesterly, 394 feet more or less; thence Northwesterly, 704 feet more or less; thence Northeasterly, 89 feet more or less; thence East Northeasterly, 127 feet more or less; thence Northwesterly, 476 feet more or less; thence Northerly, 654 feet more or less; thence Northwesterly, 461 feet more or less; thence Southwesterly, 171 feet more or less; thence Southerly, 399 feet more or less; thence West Northwesterly, 73 feet more or less; thence Southeasterly, 1190 feet more or less; thence South Southwesterly, 452 feet more or less; thence Easterly, 261 feet more or less; thence Northwesterly, 346 feet more or less; thence North Northwesterly, 722 feet more or less; thence Southwesterly, 32 feet more or less; thence South Southeasterly, 650 feet more or less; thence Southwesterly, 118 feet more or less; thence South Southeasterly, 54 feet more or less; thence Southeasterly, 349 feet more or less; thence South Southeasterly, 301 feet more or less; thence Southwesterly, 975 feet more or less; thence Southerly, 64 feet more or less; thence Southeasterly, 145 feet more or less; thence Northeasterly, 1130 feet more or less; thence Southeasterly, 330 feet more or less; thence East Northeasterly, 234 feet more or less; thence Southeasterly, 379 feet more or less; thence West Northwesterly, 240 feet more or less; thence Southwesterly, 164 feet more or less; thence Southeasterly, 122 feet more or less; thence South Southwesterly, 364 feet more or less to the intersection of said Westerly Mean High Water Line of the Tolomato River with the Northerly line of those lands described and recorded in Official Records Book 1431, page 504 of said Public Records; thence North $89^{\circ} 57' 21''$ West, departing said Westerly Mean High Water Line and along said Northerly line, 18 feet more or less to a point which bears South $13^{\circ} 10' 51''$ East, 3181.60 feet; thence South $04^{\circ} 58' 41''$ East, 1476.63 feet thence South $24^{\circ} 04' 11''$ East, 964.39 feet from said Reference Point "A2 ", 4877.49 feet to a point lying on the Westerly line of said lands of Official Records Book 1431, page 504, said point also lying on the line dividing said Sections 60 and 61 of said Township and Range; thence South $14^{\circ} 22' 35''$ West, along said Westerly line and along said dividing line and along the Westerly line of Section 53 of the Theresa Marshall Grant, of said Township and Range, a distance of 3982.09 feet; thence North $17^{\circ} 01' 55''$ West, departing said Westerly line of Section 53, a distance of 1047.70 feet; thence North $25^{\circ} 20' 13''$ East, 269.25 feet; thence North $28^{\circ} 27' 37''$ West, 656.99 feet; thence North $01^{\circ} 27' 47''$ West, 374.84 feet to a point lying on the Northerly line of said Section 33; thence North $19^{\circ} 39' 52''$ West, departing said Northerly line, 598.52 feet; thence North $28^{\circ} 19' 23''$ East, 240.68 feet; thence North $16^{\circ} 42' 41''$ West, 1270.16 feet; thence North $46^{\circ} 43' 34''$ West, 320.92 feet; thence North $08^{\circ} 41' 41''$ West, 920.26 feet; thence North $74^{\circ} 52' 04''$ West, 460.34 feet; thence South $30^{\circ} 45' 00''$ West, 1555.61 feet to a point of curvature of a curve concave Northwesterly, having a radius of 540.00 feet; thence Southwesterly along the arc of said curve through a central angle of $39^{\circ} 06' 02''$, an arc length of 368.52 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $50^{\circ} 18' 01''$ West, 361.41 feet; thence North $20^{\circ} 08' 58''$ West, 80.00 feet to a point on a curve concave Northwesterly, having a radius of 460.00 feet; thence Northeasterly along the arc of said curve through a central angle of $39^{\circ} 06' 02''$, an arc length of 313.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $50^{\circ} 18' 01''$ East, 307.86 feet; thence North $30^{\circ} 45' 00''$ East, 1570.67 feet; thence North $48^{\circ} 35' 01''$ West, 126.37 feet; thence North $08^{\circ} 32' 25''$ West, 1975.75 feet to the Point of Beginning.

Containing 865 acres, more or less.

PLATE 4
PROPOSED IMPROVEMENTS: SWEETWATER CREEK CDD

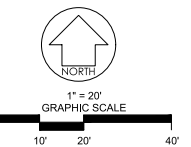


PROPOSED IMPROVEMENTS	
AMENITY CENTER	A: ADD OUTDOOR FITNESS CENTER B: RESURFACE POOL C: REPAINT AMENITY CENTER
GUARD HOUSE	A: REPAINT
ENSENADA PARK	A: RESURFACE BASKETBALL COURT B: REPAINT PAVILION C: ADD RESTROOM FACILITY
ONDA PARK (1.5 AC)	A: ADD PLAYGROUND B: ADD OUTDOOR FITNESS AREA C: ADD SPORTS COURT & RESTROOM FACILITY D: ADD PAVILION E: ADD PARKING AREA
GOLF CART USE ROADWAY CONVERSION (STUDY & IMPLEMENTATION)	NOT SHOWN



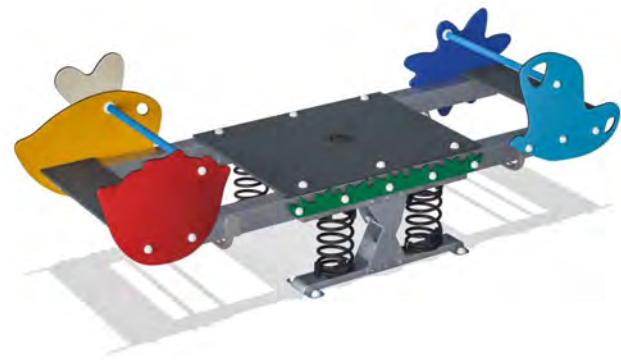
Palencia

Onda Park Site Concept





Palencia
Ensenada Park Site Concept



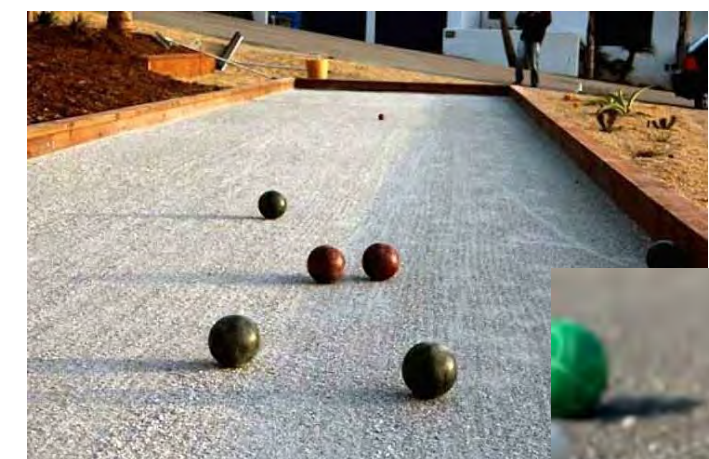
PLAYGROUND EQUIPMENT



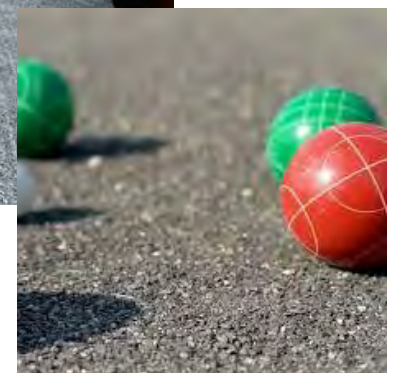
PICKLEBALL COURT



OUTDOOR FITNESS STATIONS



BOCCE COURT



EIGHTH ORDER OF BUSINESS

RESOLUTION 2023-01

WHEREAS, the Board of Supervisors, hereinafter referred to as the "Board", of the Sweetwater Creek Community Development District, hereinafter referred to as "District", adopted a Capital Reserve Fund Budget for fiscal year 2022, and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

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

1. The Capital Reserve Fund Budget are hereby amended in accordance with Exhibit "A" attached.
2. This resolution shall become effective this 3RD day of November, 2022 and be reflected in the monthly and fiscal Year End 9/30/22 Financial Statements and Audit Report of the District

Sweetwater Creek

Community Development District

by: _____
Chairman

Attest:

by: _____
Secretary

SWEETWATER CREEK CDD
RESOLUTION 2023-01

EXHIBIT A

Sweetwater Creek
Community Development District
Capital Reserve
Budget Amendment
For The Period Ending September 30, 2022

	Adopted	Increase	Amended	Actual
	Budget	(Decrease)	Budget	9/30/22
Revenues:				
Capital Reserve Transfer In	\$ 110,000	\$ -	\$ 110,000	\$ 110,000
Cost Share - Marshal Creek	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 110,000	\$ -	\$ 110,000	\$ 110,000
Expenditures:				
Capital Outlay	\$ 20,000	\$ 48,149	\$ 68,149	\$ 68,149
Repair and Maintenance	\$ 20,000	\$ (4,641)	\$ 15,359	\$ 15,359
Other Current Charges	\$ 1,470	\$ (1,030)	\$ 440	\$ 440
Total Expenditures	\$ 41,470	\$ 42,478	\$ 83,948	\$ 83,948
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 68,530	\$ (42,478)	\$ 26,052	\$ 26,052
Fund Balance - Beginning	\$ 160,961	\$ 42,478	\$ 203,439	\$ 159,266
Fund Balance - Ending	\$ 229,491	\$ (0)	\$ 229,491	\$ 185,318

NINTH ORDER OF BUSINESS

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING REQUEST FOR PROPOSAL DOCUMENTS FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, it is in the District’s best interests to competitively solicit proposals through a Request for Proposals (“RFP”) process for landscape and irrigation maintenance services and other related improvements within the District (the “Project”); and

WHEREAS, the Board of Supervisors of the District (the “Board”) desires to authorize the distribution and issuance of the RFP for the Project, and desires to approve the RFP Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves the distribution and issuance of the RFP for the Project, and approves in substantial form the RFP Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District’s Chairman or Vice Chairman. The Board further authorizes the Chairman or Vice Chairman, in consultation with District staff, to finalize the RFP Project Manual and authorizes issuance of the publication of the RFP Notice as finally approved.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 3rd of November, 2022.

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

Composite Exhibit A: RFP Notice
 Instructions to Proposers
 Evaluation Criteria

COMPOSITE EXHIBIT A

PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES
SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

DRAFT

Date of Issue: _____, 202____
Due Date / Time: _____, 202____ by _____.m.

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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
St. Johns County, Florida**

Notice is hereby given that Sweetwater Creek Community Development District ("District") will accept proposals from qualified firms ("Proposers") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained from the District's office c/o Governmental Management Services, LLC, located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 beginning [REDACTED], 202 [REDACTED].

There will be a pre-proposal meeting held on [REDACTED], 202 [REDACTED], at [REDACTED].m. at 1865 North Loop Parkway, St. Augustine, Florida 32095. Attendance is mandatory. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit a written proposal (7 copies) AND a PDF file on a flash-drive no later than [REDACTED], 202 [REDACTED] at [REDACTED].m. (EST) at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Attention: Jim Oliver. Unless certain circumstances exist where a public opening is unwarranted, the proposals will be publicly opened at that time and place. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier's check in the amount of Ten Thousand Dollars (\$10,000.00) with its proposal. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package, and shall clearly identify the project. Proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the day of the pre-proposal meeting. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager, Jim Oliver, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, sending an email to joliver@gmsnf.com, (904) 940-5850 x 406.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Jim Oliver at joliver@gmsnf.com, with a copy to Jennifer Kilinski at jennifer@kelawgroup.com.

Sweetwater Creek Community Development District
Jim Oliver, District Manager

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services St. Johns County, Florida

Instructions to Proposers

1. **DUE DATE.** A written sealed proposal (“Proposals”) with a PDF file on a flash-drive must be received by interested parties (“Proposer”) no later than _____, _____, 202__, at _____ .m. at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. **SUMMARY OF SCHEDULE.** The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
_____, 202__	RFP Notice is issued.
_____, 202__ at ____ .m.	RFP package available for download.
_____, 202__ at ____ .m.	Mandatory Pre-Bid Meeting
Upon notice to the District Manager	Site inspections available at any time.
_____, 202__ at ____ .m.	Deadline for Questions.
_____, 202__ at ____ .m.	Proposal Submittal Deadline.

3. **PRE-PROPOSAL MEETING.** [RESERVED.]

4. **SIGNATURE ON PROPOSAL.** Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. **PROPOSAL GUARANTEE.** Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of Ten Thousand Dollars (\$10,000.00) with its Proposal (“Proposal Guarantee”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time, the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. **FAMILIARITY WITH THE PROJECT.** The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall

take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

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

8. PROJECT MANUAL. The "Project Manual," and any addenda thereto, will be available from the District Manager's office by sending an email to joliver@gmsnf.com.

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

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

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Jim Oliver at joliver@gmsnf.com, and Jennifer Kilinski at jennifer@kelawgroup.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after **February 1, 2022 at 5:00 p.m.** will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit seven (7) copies & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Sweetwater Creek Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at

any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after

notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("Contractor") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

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

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

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112 of the Florida Statutes

will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72)

hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual **(i.e., by no later than , 202)**, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092**, (904) 940-5850. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of Fifteen Thousand Dollars (\$15,000). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied

by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor “B” will receive 19.81 of 25 possible points. Contractor “C” turns in a bid of \$425,000. Bid “A” is divided by Bid “C” then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor “C” will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor’s field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer’s Total Score (100 Points Possible) (____ Points Awarded)

END

DRAFT

AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to Sweetwater Creek Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s:

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than _____, 202__**), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 202__.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, who appeared before me this _____ day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability	\$	_____
Automobile Liability	\$	_____
Workers Compensation	\$	_____
Expiration Date		_____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ____ days per week;
_____ Technical personnel, who will be onsite ____ days per ____; and
_____ Laborers, who will be onsite ____ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ____ No ____ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*

DRAFT

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

[illegible]

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

[illegible]

**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

[illegible]

PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously? Yes ____ No ____ If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2021 = _____

2020 = _____

2019 = _____

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?
Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

**PROPOSAL FORM
PART IV PRICING**

NOTE: *This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.*

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ _____ Yr

- Storm Cleanup \$_____/hr
- Freeze Protection (description of ability) _____

\$_____/application **(Contractor to identify those plants susceptible to freeze and estimate cost to cover per application)**

- Hand Watering

\$_____/hr for employee with hand-held hose

\$_____/hr for water truck/tanker

These prices are informational only and NOT to be included in General Landscape Maintenance Cost

PART 2

Fertilization (All labor and materials)

\$ _____ Yr

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (per specifications in Part 2)

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials)

\$ _____ Yr
(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____/Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

The CDD reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ _____ / Yr

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials)

\$ _____

Freeze Protection (description of ability) _____

\$ _____/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ _____ /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall inspect the irrigation system prior to contract award and shall provide a list of additional charges and pricing for any deficiencies and for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

_____/Yr

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

_____ CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ _____/CY (October Application)

And

_____ CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ _____/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ _____/Yr
(This is the total cost if both topdressings are performed - do not include in Grand Total)**

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install _____ (4") annuals four (4) times per year **per specs** at the direction of the District at \$ _____/annual.

\$ _____/rotation

\$ _____/Yr (based on four (4) rotations) **(Do not include in Grand Total)**

The District reserves the right to subcontract any annual installation to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____/Yr

FIRST ANNUAL RENEWAL	\$ _____/Yr*
SECOND ANNUAL RENEWAL	\$ _____/Yr*
THIRD ANNUAL RENEWAL	\$ _____/Yr*

***Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.

**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- | | | |
|----|--|----------------|
| A. | Mowers w/operator | \$_____Hour |
| B. | Bush-Hog w/operator | \$_____Hour |
| C. | Tractor w/operator | \$_____Hour |
| D. | Supervisor with Transportation | \$_____Hour |
| E. | Laborer with hand equipment | \$_____Hour |
| F. | Truck w/driver | \$_____Hour |
| G. | Irrigation Tech | \$_____Hour |
| H. | Granular Pesticide Applicator | |
| | Person with Drop Spreader | \$_____Hour |
| I. | Liquid Pesticide Applicator | |
| | Person with Spray Truck | \$_____Hour |
| J. | Granular Fertilizer Applicator | |
| | Person with Drop Applicator | \$_____Hour |
| K. | Liquid Fertilizer Applicator | |
| | Person with Spray Truck | \$_____Hour |
| L. | Granular Weed Control Applicator | |
| | Person with Drop Applicator | \$_____Hour |
| M. | Liquid Weed Control Applicator | |
| | Person with Spray Truck | \$_____Hour |
| N. | Laborer for Additional Trash Pick-Up | \$_____Hour |
| O. | Lump Sum Mowing (¹), entire community | \$_____Per Mow |

¹ Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.

EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A.	Debris removal personnel unit costs:	
	<hr/>	\$
	per Hour	
	<hr/>	\$
	per Hour	
	<hr/>	\$
	per Hour	
B.	Debris removal equipment unit costs:	
	<hr/>	\$
	per Hour	
	<hr/>	\$
	per Hour	
	<hr/>	\$
	per Hour	
C.	Other emergency/disaster related unit costs:	
	<hr/>	\$
	per Hour	
	<hr/>	\$
	per Hour	
	<hr/>	\$
	per Hour	

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.

Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ ("Proposer") and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 202__.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Sweetwater Creek Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

4. Proposer's Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 202__.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, who appeared before me this _____ day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY
SECTOR LIST**

***THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

1. This sworn statement is submitted to Sweetwater Creek Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 202__.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, who appeared before me this _____ day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 202__, by and between:

Sweetwater Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and having offices at c/o Governmental Management Services, LLC, Suite 114, St. Augustine, FL 32092 (the "District"); and

_____, a _____, whose address is _____ (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive bid process based on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain bid pricing provided by the Contractor; and

WHEREAS, the Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the Parties have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** ("Work"). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in the **EXHIBIT C**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. The Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, the Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall

continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT D**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representative (defined below).

The Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representative"). The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Operations Manager, or his or her designee, to act as the District Representative. The Contractor shall not take direction from anyone other than the District Representative (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representative no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representative, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine the Contractor \$100 per day through a reduction in the compensation; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representative of the Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure

that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin _____, 202__ and end _____, 202__ ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three times on an annual basis, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay the Contractor _____ (\$_____) per year, in monthly amounts of _____ (\$_____). Such compensation covers all of the Work contained in the Contractor's Bid Form. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as **EXHIBIT C**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

- e. *Payments by Contractor.* Subject to the terms herein, the Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, the Contractor will provide proof of such payment. The Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to the Contractor directly or by joint check, to any person or entity for obligations incurred by the Contractor in connection with the performance of Work, unless the Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due the Contractor in the same manner as if such payment had been made directly to the Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, the Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that the Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

- a. The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iii. Employer's Liability Coverage with limits of at least \$2,000,000 (one million dollars) per accident or disease.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- b. The District, its staff, supervisors, officers, agents, and consultants shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.

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

9. INDEMNIFICATION.

- a. The Contractor agrees to defend, indemnify, and hold harmless the District, and their respective 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 Indemnitees, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by the Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires the Contractor to indemnify any Indemnatee for that Indemnatee's percentage of fault if the Indemnatee is adjudged to be more than 50% at fault for any claims against that Indemnatee and the Contractor as jointly liable parties; however, the Contractor shall indemnify the Indemnitees for any and all percentage of fault attributable to the Contractor for claims against the Indemnitees, regardless whether an Indemnatee is adjudged to be more or less than 50% at fault. The Contractor 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.
- b. 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 Indemnitees, jointly or individually.

10. ENVIRONMENTAL ACTIVITIES. The Contractor agrees it is licensed, capable and shall use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by the Contractor.

11. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

12. NO ESCALATION CLAUSE. The Contractor shall not demand or be entitled to additional compensation on the basis of escalation in fuel, materials, utilities, labor or other expenses.

13. **TAX EXEMPT DIRECT PURCHASES.** The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. The District may elect to purchase any or all materials directly from a supplier identified by the Contractor.
- b. The Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.
- c. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.
- d. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. The Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor's possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, the Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- h. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

14. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

15. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights

under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

16. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

17. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

18. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor, as the Contractor's sole means of recovery hereunder.

19. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor and maintained for the term of this Agreement.

20. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

21. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, 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 Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

22. **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.

23. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this Agreement and the exhibits, this Agreement shall control.

24. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

25. **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 Contractor.

26. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

27. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

If to the District: Sweetwater Creek CDD
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

If to the Contractor: _____

Attn: _____

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 Contractor may deliver Notice on behalf of the District and the Contractor. 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.

28. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

29. **CONTROLLING LAW AND 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 for any legal actions regarding this Agreement shall be St. Johns County, Florida.

30. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The Contractor acknowledges that the designated public records custodian for the District is **Jim Oliver** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor 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 Contractor 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 Contractor'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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, OR BY EMAIL AT JOLIVER@GMSNF.COM, OR BY REGULAR MAIL AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

31. **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.

32. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

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

34. **COUNTERPARTS.** This Agreement 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.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Area
Exhibit C: Contractor's Bid Pricing
Exhibit D: ASO Form

EXHIBIT “A”
Scope of Services

EXHIBIT "B" **Landscape Maintenance Area**

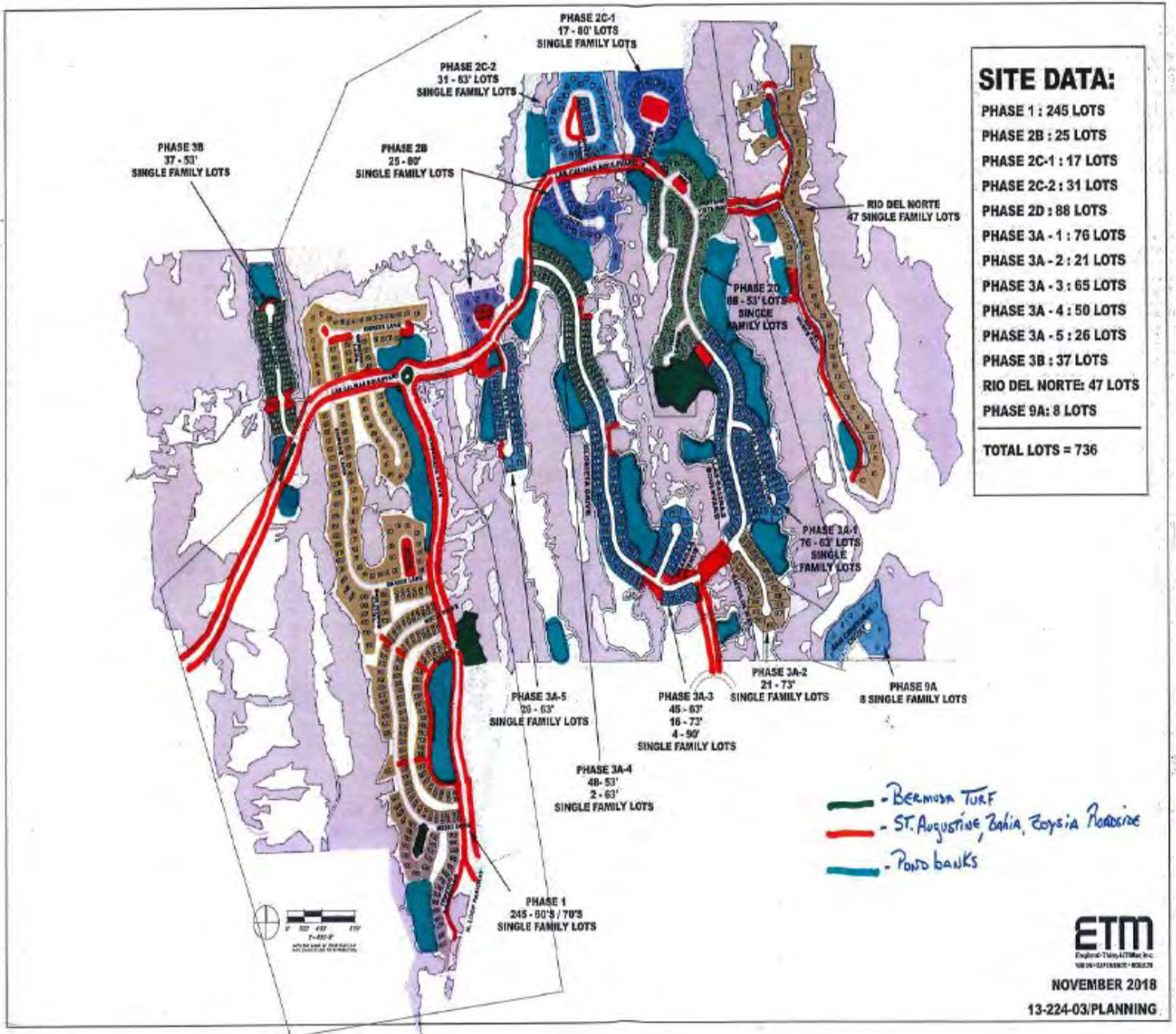


EXHIBIT “C”
Contractor’s Bid Pricing

EXHIBIT "D"
Forms

SWEETWATER CREEK CDD
ADDITIONAL SERVICES ORDER (ASO)

*****FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM*****

-Contact District Manager For Finalized Form-

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: Jim Oliver

District Manager's Email: joliver@gmsnf.com

District Address: 475 West Town Place, Ste 114
St. Augustine, FL 32092

District Phone: (904) 940-5850 x 406

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			\$0.00	0.00	\$0.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00

Net Change: \$0.00

Amount This ASO:	\$0.00
ASO Amount To Date:	\$0.00
Original Agreement Amount:	\$0.00
Revised Agreement Amount:	\$0.00

Reason for Additional Services Order, Please Explain:

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: Sweetwater Creek Community Development District – Landscape and Irrigation Maintenance Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____
(Please notify District Rep. if any)

SWEETWATER CREEK CDD
PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

SWEETWATER CREEK CDD
IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

TENTH ORDER OF BUSINESS

**Sweetwater Creek Community Development District
Board of Supervisors' Code of Conduct**

The Board of Supervisors ("Board") of the Sweetwater Creek Community Development District ("District") adopted this Code of Conduct ("Code") to encourage public confidence in the integrity of local government and its fair and effective operation, and to enable the Board to communicate in an open, focused, and orderly manner on the issues brought before them. It is intended to enable each member of the Board to be heard on individual contributions without interference or distractions. Each member of the Board will sign a form acknowledging receipt of this Code at the time of commencing their term of office.

I. MEETING PROCEDURES.

A. *Presiding Officer.*

1. The "Presiding Officer" is the individual who conducts all meetings. The Chair of the Board is the Presiding Officer. In the absence of the Chair, the Vice Chair, or the Chair's designee should the Vice Chair be unavailable, shall perform the duties and functions of the Presiding Officer.
2. Responsibilities. The Presiding Officer's responsibilities shall include, but not be solely limited to:
 - (a) Open the meeting at the appointed time and call the meeting to order, having ascertained that a quorum is present.
 - (b) Designate an individual, generally the District Manager, to serve as the meeting's timekeeper.
 - (c) Announce the amount of time, if different from the standard of three minutes, that shall be allocated to a Supervisor each time they are recognized by the Presiding Officer and given the floor.
 - (d) Announce the business to come before the Board, in accordance with the agenda.
 - (e) Recognize all Supervisors, District staff, and members of the public who seek the floor under established procedure.
 - (f) Preserve decorum and order, and in case of disturbance or disorderly conduct, may cause the same to be cleared or cause any disruptive individual to be removed consistent with the District's adopted Public's Right to Speak & Public Decorum policy.
 - (g) Call to order any Supervisor who violates any of these rules and decide questions of order; provided, however, that the Board may overrule a decision on order by a majority vote.
 - (h) Declare the Board meeting adjourned when all agenda items have been introduced and disposed of by the Board, or at any time in the event of an emergency affecting the safety of those present.

B. *Rules of Discussion.*

1. Every Supervisor desiring to speak will address the Presiding Officer, and once recognized by the Presiding Officer, shall confine discussion to the item under discussion.
2. An issue may be raised by any Supervisor, either extemporaneously or according to the agenda set forth before the meeting.

- (a) The Presiding Officer shall decide whether to open discussion on an issue that was not included on the agenda. If discussion and a decision is to be made on an item not on the agenda, the public will also have a right to make comments on said item before a decision is rendered.
 - (b) No discussion will be held unless the Presiding Officer opens the floor and recognizes a speaker. Alternatively, the Presiding Officer may choose to defer discussion until a later point in the meeting.
 - (c) A majority vote of the attending Supervisors may override the Presiding Officer's decision.
- 3. A Supervisor may claim the floor only when recognized by the Presiding Officer and must yield the floor at the expiration of their allotted time.
- 4. The timekeeper shall track the time allowed for each speaker and shall notify the Presiding Officer when time is up. The Presiding Officer will then gavel the input from that Supervisor to cease and move to the next Supervisor.
- 5. Supervisors shall refrain from:
 - (a) attacking another Supervisor's motives or opinions;
 - (b) speaking adversely on a prior motion or a motion not currently pending;
 - (c) interrupting or otherwise speaking while the Presiding Officer or another Supervisor has the floor;
 - (d) speaking against their own motions;
 - (e) using inappropriate or obscene language or gestures, shouting, or otherwise exhibiting conduct unbecoming of an elected official.
- 6. A Supervisor, once recognized, cannot be interrupted when speaking unless the Supervisor is being called to order. The Supervisor is required to then cease speaking until the question of order is determined, without debate, by the Presiding Officer. If in order, said Supervisor shall be at liberty to proceed.
- 7. A Supervisor will be deemed to have yielded the floor when he or she has finished speaking, even if the allotted time has not yet expired.

II. SUPERVISOR CONDUCT.

A. *Basic Tenants*

- 1. Act in the Public Interest. Recognizing that stewardship of the public interest should be a Supervisor's principal concern, all members of the Board should work for the common good of the District and not for private or personal interest, and each Supervisor should endeavor to treat all persons (residents, staff, vendors), claims and transactions in a fair and respectful manner.
- 2. Comply with the Law. All Supervisors and Staff shall comply with the laws of the nation and the State of Florida in the performance of their public duties. These laws include, but are not limited to, the United States and Florida constitutions; the State of Florida laws pertaining to code of ethics for public officers and employees; conflict of interest related laws; election campaigns laws; legally required financial disclosures; and the open processes of government, including Florida's public records and Sunshine Law.
- 3. Act Professionally and Civilly. All Supervisors should refrain from abusive conduct and verbal attacks upon the character or motives of other members of the

*Sweetwater Creek Community Development District
Board of Supervisors' Code of Conduct*

Board of Supervisors or District staff. This is not to discourage public discourse and debate but rather to emphasize Supervisors should engage with the public in a thoughtful, respectful and civil manner. Supervisors should also refrain from abusive conduct and verbal attacks on the public, on District vendors and other service providers of and for the District. All Supervisors should deal fairly and equitably with District staff, vendors, contractors, and members of the public, and are expected to treat others with dignity and respect. Supervisors shall demonstrate the same level of respect and professionalism shown towards fellow Supervisors and District staff to the District's vendors and contractors, and shall refrain from making threats of violence, discriminatory remarks, personal insults, bullying, stalking, or advocating for any of the aforementioned behavior. Supervisors should refrain from social media and other communication that only tells one version of the story as to spread misinformation or confusing information to residents. This tenet applies to in-person contact, telephone conversations, social media posts and communications, and to any electronic communication or other written communication between and/or about any of the parties mentioned above. Specific examples and points of conduct are:

- (a) Use of Decorum with Public. Supervisors should use decorum in addressing fellow Supervisors and members of the public. No signs of partiality, prejudice or disrespect should be evident on the part of individual Board members toward an individual participating in a public forum. Supervisors should make every effort to be fair and impartial in listening to public comments.
- (b) Civility to Speakers. Speaking in front of the Board of Supervisors can be a difficult experience for some people. The way in which the Board treats people during public meetings can help members of the public relax or it can cause tense emotions. Supervisors should attempt to treat all members of the public and public comments with respect.
- (c) Actively Listening to Public Comments. Supervisors should endeavor to actively engage in each meeting, including actively listening to public comments. It is acceptable to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Supervisors should be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.
- (d) Avoiding Uncivil Debate and Argument with Members of the Public and District staff. Supervisors should not belligerently challenge or intentionally belittle a member of the public or District staff who is providing public comment, update or otherwise. While public discourse is desirable, disagreements should civil.
- (e) Avoiding Personal Attacks. Supervisors agree that they will be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive and they should refrain from such

Sweetwater Creek Community Development District
Board of Supervisors' Code of Conduct

- actions. Supervisors should avoid making any personal, uncivil attacks on any member of the public, including fellow Supervisors or District staff.
4. Follow laws, rules, and policies. All Supervisors should perform their duties in accordance with the laws, rules and policies that affect the operations of the District, including the Rules of Procedure, processes and District policies approved or otherwise adopted by the Board. This includes, but is not necessarily limited to, the following:
- (a) **Sunshine Law.** All communication between and among members of the Board shall always be in compliance with Florida's Government in the Sunshine Law, found in Chapter 286, Florida Statutes. This includes communication between and among board members via social media or other online forums regarding District business. Board members should be aware that any discussion or exchange by two or more Board Supervisors regarding District business on social media triggers the requirements of the Sunshine Law. Any questions regarding those requirements shall be directed to the District's legal counsel.
 - (b) **Conflicts of Interest.** In order to assure independence and impartiality on behalf of the public good, and to comply with Florida law, Board members shall comply with Florida's Code of Ethics for Public Officers and Employees, as found in Chapter 112, Florida Statutes. This shall include that no member of the Board or staff shall use its position to gain favor or material benefit to themselves not otherwise available to residents/users of the District. Any questions about what may be required in a potential matter of conflict of interest should be referred to the District's legal counsel.
 - (c) **Gifts and Favors.** Board members and staff shall comply with Florida's "gift laws" found in Florida's Code of Ethics for Public Officers and Employees, sections 112.3148 and 112.3129, Florida Statutes, and other laws.
 - (d) **Confidential Information.** Board members should recognize that Florida has broad public records laws, as found in Chapter 119 of the Florida Statutes. It is the general rule that all documents received or disseminated in the conduct of District-related business is a public record and not confidential in nature. However, when in doubt, Supervisors should consult with the District's legal counsel as there are limited exemptions to Florida's public records laws.
5. **Social Media Use.** Board members should comply with all of the above Basic Tenants while using any form of social media websites and other online forums. Board members shall refrain from posting or disseminating information related to District business on social media websites and other online forums, that is, or appears to be derogatory, disrespectful, or discriminatory towards another Board member. Although not prohibited, Board members are encouraged to refrain from using any social media websites or other online forums to discuss District business. If a Board member does post information related to District business on any social

*Sweetwater Creek Community Development District
Board of Supervisors' Code of Conduct*

media website and other online forum, the Board member must create a copy of that page, and submit it promptly to the District Manager's office, who will maintain the record as the District's records custodian to comply with the Sunshine Law.

B. *Duties and Responsibilities.* All Supervisors are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and care. This includes:

1. Making attendance at all meetings of the board a high priority.
2. Being prepared to discuss the issues and business on the agenda, having reviewed the supporting material relevant to the topics at hand.
3. Behaving courteously in all board and committee meetings by cooperating with and respecting the opinions of fellow Supervisors and leaving personal prejudices out of all board discussions.
4. Conducting public deliberations and processes openly, in an atmosphere of respect and civility.
5. Representing the District in a positive and supportive manner at all times and in all places, which includes supporting actions of the Board even when the Supervisor personally did not support the action taken.

I, _____, recognizing the important responsibility I am undertaking in serving as a member of the Board of Supervisors of Sweetwater Community Development District, hereby pledge to carry out in a trustworthy and diligent manner the duties and obligations associated with my role as a Supervisor and abide by this Code of Conduct.

Signature

Date

FOURTEENTH ORDER OF BUSINESS

A.



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater							
Location	Behind sign		Location	Behind sign		Location		Mini putt							
Type	RB		Size			Technician		Preston							
Rain Guage	Y	N	Source	Meter	Well	Date		10/11/2022							
Power on	Y	N				Program		A		B		C			
General Information			Backflow				Start Times								
Valve Type			PRV	Y	N	Set to run		Odd		Even		Interval			
Coverage	Good		MV	Y	N	Days of Week		S	M	T	W	Th	F	S	

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones				
1																			No wire				
2	r	x	x												x				Around sign				
3	r	x	x												x				Grass area BTW sign and flag				
4	s	x	x												x				Left side of putt putt				
5	D		*		1														Planrs at putt putt				
6	r	x	x									1			x				Back side of island				
7	s	x	x												x				Front sign				

Front sign



Duval Landscape

MAINTENANCE



Irrigation Controller			Point of Connection			Site Name		SweetWater						
Location	Right corner		Location	Right corner		Location		Barbells Circle						
Type	RB		Size			Technician		Preston						
Rain Guage	Y	N	Source	Meter	Well	Date		10/10/2022						
Power on	Y	N				Program		A		B	C			
General Information			Backflow			Start Times								
Valve Type			PRV	Y	N	Set to run		Odd	Even	Interval				
Coverage	Good		MV	Y	N	Days of Week		S	M	T	W	Th	F	S

Dr



Duval Landscape

MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater			
Location		Lft Round		Location		Left of roundabout		Location		Left of roundabout	
Type		RB		Size				Technician		Branden s	
Rain Guage		Y	N	Source		Meter		Well		Date	
Power on		Y	N					Program		A	B
General Information		Backflow						Start Times			
Valve Type				PRV		Y	N	Set to run		Odd	Even
Coverage		Good		MV		Y	N	Days of Week		S	M
										T	W
										Th	F
										S	

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					Right of endrede
2	r	x	x	x										x					Right of endrede back sidewalk
3	s	x	x											x					Middle btw endred + Roundabout
4	r	x	x									1		x					Back of sidewalk left roundabout
5	s	x	x											x					Btw curb and sidewalk Left
6	s	x	x								1			2	x				Left of the roundabout



Duval Landscape

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Duval Landscape

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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater								
Location		Lake bank		Location		Location		Brasilia + Glorieta Drive								
Type		RB		Size		Technician		Preston								
Rain Guage		Y	N	Source		Meter	Well	Date		10/10/2022						
Power on		Y	N				Program		A	B	C					
General Information			Backflow			Start Times										
Valve Type				PRV		Y	N	Set to run		Odd	Even	Interval				
Coverage		Good		MV		Y	N	Days of Week		S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					Left corner of brasilia
2	s	x	x	x						1				2	x				Btw curb and sidewalk lft brasilia
3	r	x	x											x					Back curb left of brasilia
4	s	x	x											x					Right corner of brasilia
5	r	x	x											x					Back of sidewalk right side
6	s	x	x											x					Btw curb and sidewalk Right
7	r	x	x											x					Back of sidewalk right side



Duval Landscape

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Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater								
Location		Right lake		Location		Right lake		Location		Middle lift station						
Type		RB		Size				Technician		Preston						
Rain Gauge		Y	N	Source		Meter		Date		10/10/2022						
Power on		Y	N					Program		A	B	C				
General Information				Backflow				Start Times								
Valve Type				PRV		Y	N	Set to run		Odd	Even	Interval				
Coverage		Good		MV		Y	N	Days of Week		S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					Left side towards round about
2	r	x	x									1		x					Right corner of Oleta
3	s	x	x											x					Along left sidewalk to roundabout
4	s	x	x											x					Along left curb Oleta to round
5	s	x	x											x					Along right curb Oleta to round
6	s	x	x											x					Along sidewalk right side
7	s	*	*							2				2					
8	r	x	x											x					Both sides of road at lakes
9	s	x	x											x					Left side of Oleta
10	s	x	x											x					Along left side BTW Oleta+Glorieta
11	s	x	x											x					Along curb lift to oleta
12	s	x	x											x					Along sidewalk lift to oleta
13	s	x	x											x					Back sidewalk lift to oleta
14	r	x	x											x					Ovalo court
15	r	x	x											x					Around controller
16	s	x	x											x					Along sidewalk by controller
17	s	x	x											x					Along curb by controller
18	s	x	x											x					Along curb across from controller
19	s	x	x											x					Left of Glorieta
20	s	x	x											x					Left of dosel
21	r	x	x											x					Back of sidewalk across controller
22	s	x	x							1				3	x				Right of codo
23	s	x	x											x					Left of lift station
24	r	x	x											x					Around lake

25	r	x	x												x				Around lake
26	r		1	1											1				around lake
27	r	x	x												x				Berm Left Glorieta
28	r	x	x												x				Berm right of Glorieta
29	r		1	1									1			1			pond on oletta way.



Duval Landscape
MAINTENANCE



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater								
Location		By sidewalk		Location		Location		Onda Lane								
Type		RB		Size		Technician		Preston								
Rain Gauge		Y	N	Source		Meter	Well	Date		10/11/2022						
Power on		Y	N				Program		A	B	C					
General Information				Backflow		Start Times										
Valve Type				PRV		Y	N	Set to run		Odd	Even	Interval				
Coverage		Good		MV		Y	N	Days of Week		S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	r	x	x											x					Open Field
2	r	x	x	x										x					Open Field
3	r	x	x											x					Open Field
4	r	x	x											x					Open Field
5	r	x	x											x					Open Field
6	r	x	x											x					Open Field
7	r	x	x											x					Open Field
8	r	x	x											x					Open Field
9	s	x	x											x					Between curb and sidewalk
10	r	x	x											x					Open Field
11	r	x	x											x					Open Field



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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater			
Location		Right corner		Location		Right corner		Location		Rincon dr and ensenada	
Type		RB		Size				Technician		Preston	
Rain Gauge		Y	N	Source		Meter		Well		Date	
Power on		Y	N					Program		A	B
General Information		Backflow				Start Times					
Valve Type		PRV		Y		N		Set to run	Odd	Even	Interval
Coverage		Good		MV		Y		N	Days of Week	S	M
									T	W	Th
									F	S	

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											2	x				Across from Park right
2	s	x	x											x					Right of rincon
3	s	x	x											x					Around controller
4	s	x	x											x					BTW curb and sidewalk left side
5	r	x	x									1		x					Along lake on right side
6	s	x	x											x					BTW curb and sidewalk right side
7	s	x	x											x					BTW curb and sidewalk right side
8	r	x	x											x					Corner of lake at rincon
9	s	x	x											x					BTW curb and sidewalk before Rin
10	r	x	x							1				2	x				Top of lake along rincon
11	s	x	x											x					Both sided of sidewalk
12	s	x	x											x					Left side of ensenada
13	s	x	x											x					Left side of Ensenada
14	s	x	x											1	x				Left side across from lake
15	s	x	x											x					Left side close to park
16	s	x	x											x					Both sides of sidewalk along rincon
17	s	x	x											x					Right corner of rincon
18	r	x	x									1		x					Right berm at park
19	s	x	x											x					BTW curb and sidewealk right park
20	s	x	x							2				2	x				Left corner of rincon
21	s	x	x											x					Around lake by second entry
22	s	x	x											x					Both sides of sidewalk along rincon
23	r	x	x											x					Around lake by second entry
24	s	x	x											x					Both sides by controller



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater					
Location	Rght of circle		Location	Right of circle		Location	Right of round about						
Type	RB		Size			Technician	Preston						
Rain Guage	Y	N	Source	Meter	Well	Date	10/11/2022						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times							
Valve Type			PRV	Y	N	Set to run	Odd	Even	Interval				
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	r	x	x											x					Center of round about
2	s	x	x											x					Along curb right of lazo court
3	s	x	x											x					Along sidewalk left of enrede
4	s	x	x	x										x					Right of lazo along sidewalk
5	s	x	x	x										x					Left of Lazo to roundabout
6	r	x	x											x					From lazo to roundabout
7	s	x	x						1					2	x				Right side of roundabout
8	r	x	x											x					Along berm on Ensenada
9	s	x	x											x					Right side between curb and walk
10	r	x	x											x					Along berm on Ensenada
11	s	x	x											x					NA
12	r	x	x											x					Along berm on Ensenada
13	s	x	x											x					Right side at bend
14	s	x	x											x					Right side between curb and walk
15	s	x	x						1					1	x				Back sidewalk right of enrede
16	s	x	x											x					Between curb and walk b4 enrede
17	r	x	x											x					Between enrede and medio
18	s	x	x											2	x				Left of enrede
19	s	x	x											x					Right of medio on corner
20	s	x	x											x					Left of park entry
21	s	x	x											x					Left side along Endenada
22	s	x	x											x					Back sidewalk on Ensdenada
23	s	x	x											x					Left side along Endenada
24	s	x	x											x					Left side along Endenada

25	s	x	x											2	x			Back sidewalk on Ensdenada
26	s	x	x												x			Left side along Endenada
27	s	x	x							1				3	x			Back sidewalk on Ensdenada
28	s	x	x												x			Left side along Endenada
29	s	x	x												x			back sidewalk before round about
30	s	x	x												x			Before round about
31	s	x	x												x			Right of round about



Duval Landscape
MAINTENANCE



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection				Site Name		SweetWater									
Location		Right lake		Location		Right lake			Location		Torcido controller							
Type		RB		Size					Technician		Preston							
Rain Guage		Y	N	Source		Meter		Well		Date		10/12/2022						
Power on		Y	N					Program		A			B		C			
General Information				Backflow					Start Times									
Valve Type				PRV		Y		N	Set to run		Odd		Even		Interval			
Coverage		Good		MV		Y		N	Days of Week		S	M	T	W	Th	F	S	

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones		
1																			No wire		
2																			NA		
3	s	x	x												x				Island and right of road at yield		
4	s	x	x							2				2	x				Both sides of road at Medio		
5	s	x	x												x				Both sides of road back sidewalk		
6	s	x	x												x				Across from Medio		
7	s	x	x												x				Common area island		
8	s	x	x												x				Common area island		
9	s	x	x							1				1	x				Along woods at controller		
10																			NA		
11	s	x	x												x				Right corner of ensenada		
12																			NA		
13																			No wire		
14	r	x	x												x				Common area island		



Duval Landscape
MAINTENANCE

C.

1.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019

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

(A) Requisition Number: 53

(B) Name and address of Payee: Bartram Trail Surveying Inc
1501 CR 315, Suite 106
Green Cove Springs FL 32043

(C) Amount Payable: \$2900.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 5394 Palencia Fitness Center Topographic Survey

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

The undersigned hereby certifies that:

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

OR

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

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

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

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



Consulting Engineer

Bartram Trail Surveying, Inc.
BTS Land Management Group, Inc.

1501 CR 315, Suite 106
Green Cove Springs, FL 32043
Office # 904-284-2224
Fax # 904-284-2258

Invoice

DATE	INVOICE #
9/23/2022	5394

BILL TO

Sweetwater Creek CDD
Jim Oliver
C/O Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

P.O. NUMBER	PROJECT
	Palencia Fitness Center – ...

ITEM	DESCRIPTION	QTY/HRS	RATE	JOB#	SERVICED	AMOUNT
Survey	Palencia Fitness Center – St. Johns County 1)Topographic Survey -.40 Acre +/- of an area -Locate All Visible Improvements & Utilities, Drains, Pipe Inverts, Downspouts -Referenced to State Plane Coordinates -Elevation Referenced to Project/Site Specific Datum	1	2,900.00	1715-22-001	9/9/2022	2,900.00
				RECEIVED OCT 04 2022		
				Total Due		
				\$2,900.00		

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
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(A) Requisition Number: 54

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

(C) Amount Payable: \$15,013.75

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 204943 Palencia Fitness Center Addition and Modification (WA#12)

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

The undersigned hereby certifies that:

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

OR

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**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

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Consulting Engineer



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

October 06, 2022
Project No: 05010.22000
Invoice No: 0204943

Project 05010.22000 Palencia Fitness Center Addition and Modification (WA#12)

Professional Services rendered through October 1, 2022

Task 01-05 Lump Sum Services

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1.Revised Master Development Plan	4,500.00	100.00	4,500.00	2,250.00	2,250.00
2.SJRWMD Minor Modifications	3,000.00	0.00	0.00	0.00	0.00
3.Modify Engineering Plans	25,000.00	100.00	25,000.00	22,500.00	2,500.00
4. Regulatory Permitting/Approvals					
4a. SJCUD Water,Sewer,Reuse Plan Rev.	4,000.00	15.00	600.00	0.00	600.00
4b. SJC DRC Submittal & Construction	3,250.00	20.00	650.00	0.00	650.00
4c. DEP Water Dist. System Gen. Permit	1,800.00	0.00	0.00	0.00	0.00
4d. DEP Sanitary Sewer Coll. Sys. Permit	1,800.00	0.00	0.00	0.00	0.00
5.Code Landscape & Tree Mitigation Plan	5,000.00	100.00	5,000.00	0.00	5,000.00
Total Fee	48,350.00		35,750.00	24,750.00	11,000.00
Total Fee				11,000.00	
			Total this Task	\$11,000.00	

Task 06 Bidding Services

Professional Personnel

		Hours	Rate	Amount
CADD/GIS Technician				
Sims, Daniel	9/3/2022	2.50	125.00	312.50
Sims, Daniel	9/24/2022	.50	125.00	62.50
Senior Engineer				
Lockwood, Scott	9/3/2022	7.00	205.00	1,435.00
Lockwood, Scott	9/10/2022	.50	205.00	102.50
Lockwood, Scott	9/17/2022	5.75	205.00	1,178.75
Lockwood, Scott	9/24/2022	4.50	205.00	922.50
Totals		20.75		4,013.75
Total Labor				4,013.75

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-646-9485
CA-00002584 LC-0000316

	Current	Prior	To-Date
Total Billings	4,013.75	10,120.00	14,133.75
Contract Limit			15,000.00
Remaining			866.25
Total this Task			\$4,013.75

Task	07	CEI Services			
			Current	Prior	To-Date
Total Billings			0.00	0.00	0.00
Contract Limit					12,500.00
Remaining					12,500.00
Total this Task					0.00

Task	XP	Expenses			
Total this Task					0.00

Invoice Total this Period **\$15,013.75**

Outstanding Invoices

Number	Date	Balance
0204510	9/1/2022	10,120.00
Total		10,120.00

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019

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(A) Requisition Number: 55

(B) Name and address of Payee: KE Law Group PLLC
PO BOX 6386
Tallahassee FL 32314

(C) Amount Payable: \$248.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 3955 2019 Project Construction

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

The undersigned hereby certifies that:

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

OR

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

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

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

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

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Consulting Engineer



INVOICE

Invoice # 4388
Date: 10/11/2022
Due On: 11/10/2022

KE Law Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314

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

SWTCDD-05

SWEETWATER CREEK CDD - 2019 PROJECT CONSTRUCTION

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	JK	09/20/2022	Confer with staff re: RFP response status and bid estimates on same	0.20	\$310.00	\$62.00
Service	JK	09/22/2022	Perform minimal legal sufficiency review of bids and update resolutions for same	0.60	\$310.00	\$186.00
					Total	\$248.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4388	11/10/2022	\$248.00	\$0.00	\$248.00
Outstanding Balance				\$248.00
Total Amount Outstanding				\$248.00

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
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(A) Requisition Number: 56

(B) Name and address of Payee: Heartline Fitness Systems
7520 Standish Place, Suite 250
Rockville MD 20855

Electronic Payments:

JP Morgan Chase Bank NA
4 New York Plaza, NY 10004
Heartline Fitness Products, Inc.
Routing NO. 071000013
Checking Account: 225839791

(C) Amount Payable: \$7498.94

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Deposit Invoice # 151945 50% deposit on Fitness Equipment

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

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☐ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2019A Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in

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**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

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Consulting Engineer



HEARTLINE FITNESS

Heartline Fitness Systems
7520 Standish Place, Suite 250
Rockville, MD 20855

Phone (301) 921-0661 | Fax (301) 330-5479

Deposit Invoice #151945

Date: 10/21/2022
Terms: 50% Deposit/50% Net 15
Customer PO:

Bill To

Sweetwater CDD - St Augustine
Saint Augustine FL 32095
United States

Ship To

Sweetwater CDD - St Augustine
Saint Augustine FL 32095
United States

Electronic Payments

JP Morgan Chase Bank NA
4 New York Plaza, NY 10004
Heartline Fitness Products, Inc.
Routing NO. 071000013
Checking Account: 225839791

Technician		Related Quote	Completed Date	
451 Kelly Spivey		Quote #82918		
Quantity	Item	Description	Rate	Amount
	Note	The Functional Training Rig Requires Bolting to the Floor		
		Suggested Floor Space 14' x 24' (4.26 x 7.32M)		
1	9-XTC-414C-60THD	THROWDOWN XTC, RIG , 4x14, STANDARD BLACK FRAME. Includes the following Attachments: Attachments Included: Target + DPU Adapter – x2 Ball Shelf 4' – x4 Wide Shelf 4' – x2 Plate Storage 4' – x2 XTC Crossmember 6' – x1 Storage Pin – x4 Storage Bin 6' – x1 Vertical Dumbbell Rack – x2 Squat Station 4' – x2 Landmine Rig Mount – x2 Rope Anchor Rig Mount – x2 Bar Storage – x2 MSRP: \$10,899	\$7,410.00	\$7,410.00
1	71-00101-60-KT	KIT, DIP BARS - Attachment for Rig MSRP: \$279	\$279.00	\$279.00
1	100misc	MARPO X8 Mountalbe Rope Trainer MSRP: \$2195	\$2,082.00	\$2,082.00
1	TRXCLUB4	Commercial Suspension Trainer v.4 (rubber handles, locking carabiner, velcro foot cradles) MSRP: \$210	\$140.00	\$140.00
	Note	ACCESSORIES		
1	TD-PB-3N1-C	3 IN 1 PLYOMETRIC BOX by Throwdown MSRP: \$539	\$426.00	\$426.00
1	TD-AGL	AGILITY LADDER - Rubber Mat MSRP: \$109	\$90.00	\$90.00
1	TD-SLB-5	SLAM BALL 5 LBS	\$28.00	\$28.00
1	TD-SLB-10	SLAM BALL 10 LBS	\$32.00	\$32.00
1	TD-SLB-15	SLAM BALL 15 LBS	\$36.00	\$36.00
1	TD-SLB-20	SLAM BALL 20 LBS	\$40.00	\$40.00
1	TD-SLB-25	SLAM BALL 25 LBS	\$45.00	\$45.00
1	TD-SLB-30	SLAM BALL 30 LBS	\$55.00	\$55.00

Quantity	Item	Description	Rate	Amount
1	1001-Sport	BOSU Sport	\$144.95	\$144.95
1	91-00202	SET OF 20 MAGNETIC THROWDOWN STATION CARDS	\$0.00	\$0.00
		Complimentary MSRP: \$66		
2	TRXCLUB4	Commercial Suspension Trainer v.4 (rubber handles, locking carabiner, velcro foot cradles)	\$146.97	\$293.94
2	O-010SBP	10lbs Olympic 2" Solid Bumper plate with steel insert-Green (not sold by pound)	\$42.24	\$84.48
2	O-025SBP	15 lbs Olympic 2" Solid Bumper plate with steel insert-black	\$63.95	\$127.90
2	O-025SBP	25 lbs Olympic 2" Solid Bumper plate with steel insert-Yellow	\$68.21	\$136.42
1	FPD-B2472	6? Olympic Bar Black Frame | Hard Chrome Sleeves | 30lbs	\$188.00	\$188.00
2	CKB-008	8 lb Rubber Club Kettlebell	\$13.61	\$27.22
2	CKB-010	10 lb Rubber Club Kettlebell	\$17.02	\$34.04
2	CKB-015	15 lb Rubber Club Kettlebell	\$51.06	\$102.12
2	CKB-020	20 lb Rubber Club Kettlebell	\$34.03	\$68.06
2	CKB-025	25 lb Rubber Club Kettlebell	\$42.54	\$85.08
	Note	SERVICES		
1	Installation Services - 3rd Party	Delivery & Installation Services INCLUDES Bolt-down of Throwdown Rig	\$1,200.00	\$1,200.00
			Subtotal	\$13,155.21
			Shipping	\$1,842.66
			Tax(0%)	\$0.00
			Total	\$14,997.87
			50% Deposit	\$7,498.94

Balance Due Upon Delivery:

Standard Terms and Conditions:
All unit prices are F.O.B. manufacturer.
Clerical errors subject to correction.
All prices and agreements are contingent upon strikes, accidents, and other causes unavoidable or beyond our control.
Buyer agrees to promptly file a claim for all goods damaged in transit.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019

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(A) Requisition Number: 57

(B) Name and address of Payee: Heartline Fitness Systems
7520 Standish Place, Suite 250
Rockville MD 20855

Electronic Payments:

JP Morgan Chase Bank NA
4 New York Plaza, NY 10004
Heartline Fitness Products, Inc.
Routing NO. 071000013
Checking Account: 225839791

(C) Amount Payable: \$3535.61

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Deposit Invoice # 151948 50% deposit on Flooring Material

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

The undersigned hereby certifies that:

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**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

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Consulting Engineer



HEARTLINE FITNESS

Heartline Fitness Systems
7520 Standish Place, Suite 250
Rockville, MD 20855
Phone (301) 921-0661 | Fax (301) 330-5479

Deposit Invoice #151948

Date: 10/21/2022
Terms: 50% Deposit/50% Net 15
Customer PO:

Bill To

Sweetwater CDD - St Augustine
Saint Augustine FL 32095
United States

Ship To

Sweetwater CDD - St Augustine
Saint Augustine FL 32095
United States

Electronic Payments

JP Morgan Chase Bank NA
4 New York Plaza, NY 10004
Heartline Fitness Products, Inc.
Routing NO. 071000013
Checking Account: 225839791

Technician		Related Quote		Completed Date	
451 Kelly Spivey		Quote #82919			
Quantity	Item	Description	Rate	Amount	
	Note	FLOORING MATERIAL			
		Order will account for an overage of approximately 10%			
706	RBRL1-001206	Roll - Rubber - L1, Basic Fit EL103 Blue Jays, Blue and Grey Spec 20% 8mm x 48in	\$3.30	\$2,329.80	
		MSRP: \$3.97			
2	TRD-000002	E-Grip III Adhesive, 4gal Pail Coverage of 360sf	\$271.46	\$542.92	
101	CoveBase-SE	4" Vinyl Cove Base - Black *Fully Installed	\$5.00	\$505.00	
	Note	SERVICES			
706	FlooringInstallation-SE<1000sf	Installation of Everlast Rubber Flooring Fully Glued - Under 1000sf	\$3.90	\$2,753.40	
706	FlooringInstallation-HL	Removal of existing flooring	\$1.50	\$1,059.00	
			Subtotal	\$7,190.12	
			Shipping	\$600.10	
			Tax(0%)	\$0.00	
			Total	\$7,071.21	
			50% Deposit	\$3,535.61	

Balance Due Upon Delivery:

Standard Terms and Conditions:

All unit prices are F.O.B. manufacturer.
Clerical errors subject to correction.
All prices and agreements are contingent upon strikes, accidents, and other causes unavoidable or beyond our control.
Buyer agrees to promptly file a claim for all goods damaged in transit.

2.

**WORK AUTHORIZATION NO. 12
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**

CONTINUING SERVICES

Scope of Work

England-Thims & Miller, Inc. shall provide continuing consultant services as the Engineer for the District on an as needed basis. This includes but not limited to requested infrastructure inspections, engineering recommendations and CDD meeting attendance.

FEE **HOURLY RATES**
(Budget Estimate - \$25,000.00)

The outlined services shall be performed on a time and material basis at our current hourly rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

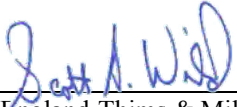
**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2022***

<u>POSITION</u>	<u>HOURLY RATE</u>
CEO/CSO	\$375.00
President	\$330.00
Executive Vice President	\$320.00
Vice President	\$257.00
Senior Engineer / Senior Project Manager	\$205.00
Project Manager	\$190.00
Director	\$175.00
Engineer	\$165.00
Assistant Project Manager	\$155.00
Senior Planner / Planning Manager	\$190.00
Planner	\$155.00
CEI Project Manager	\$175.00
CEI Senior Inspector	\$155.00
CEI Inspector	\$125.00
Senior Landscape Architect	\$175.00
Landscape Architect	\$160.00
Senior Technician	\$155.00
GIS Developer / Senior Analyst	\$170.00
GIS Analyst	\$140.00
Senior Engineering Designer / Senior Landscape Designer	\$160.00
Engineering Intern	\$140.00
Engineering / Landscape Designer	\$140.00
CADD / GIS Technician	\$125.00
Administrative Support	\$ 90.00

* ETM's standard hourly billing rates are re-evaluated annually prior to the beginning of the calendar year and are subject to an increase not to exceed five percent (5%) per year.

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: 10/5/2022
England-Thims & Miller, Inc.

Approved by: _____ Date: _____
Sweetwater Creek Community Development District

3.

WORK AUTHORIZATION #14

October ____, 2022

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

Subject: **Work Authorization Number 14**
 Sweetwater Creek Community Development District

Dear Chairperson, Board of Supervisors:

England, Thims & Miller, Inc. ("Engineer") is pleased to submit this Work Authorization to provide engineering services related to Sweetwater Creek Community Development District ("District"). We will provide these services pursuant to our current Engineering Services Agreement, dated September 28, 2006 ("Agreement") as follows:

- I. Scope of Work.** The District will engage Engineer to provide limited topographic detail for design purposes of the site referenced, as more specifically described in attached Exhibit A.
- II. Fees.** The District will compensate Engineer pursuant to a fixed fee of **Five Thousand Nine Hundred Eighty Dollars (\$5,980.00)** in accordance with the price quote attached as Exhibit A. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This Work Authorization, together with the Agreement, represents the entire understanding between the District and Engineer with regard to this 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.

Sincerely,

Authorized Representative of
England, Thims & Miller, Inc.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Sweetwater Creek Community Development District

Date: _____

October 3, 2022

Government Management Services, LLC
c/o Mr. Jim Oliver
Managing Director
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Tel: (904) 940-5850 Ext. 406
Email: joliver@gmsnf.com

Reference: ***Palencia North Phase 1 ~ Surveying Services***

Dear Mr. Oliver,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for surveying services for the Palencia North Phase 1 project and as located in St. Johns County, Florida. Our proposed scope of services and fee schedule are as follows:

Limited Topographic Survey

Provide limited topographic detail for design purposes of the site referenced above and as detailed on attached graphic known hereto as "Exhibit A". The topographic survey limits are as depicted on Exhibit A. This scope of services also includes locating all trees within the topographic limits. The surveyed 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\$5,980.00

Items Not Included

Title Review	Excavation of Underground Facilities
Jurisdictional Wetlands Survey	Construction Layout
As-Built Survey	Plat Preparation
Sketch and Legal Description	County Plat Review
Mean High Water Line Survey	Plat Processing for Recordation
Document Processing for Recordation	Boundary Survey
Tree Survey	

Reference: **Palencia North Phase 1 ~ Surveying Services**

Cost such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

Please indicate your agreement with this proposal and the attached General Conditions by signing in the space provided and return one copy to our office.

If you should have any questions or need additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ETM SURVEYING & MAPPING, INC.



Barry L. Scott
Director of Survey Operations, Shareholder

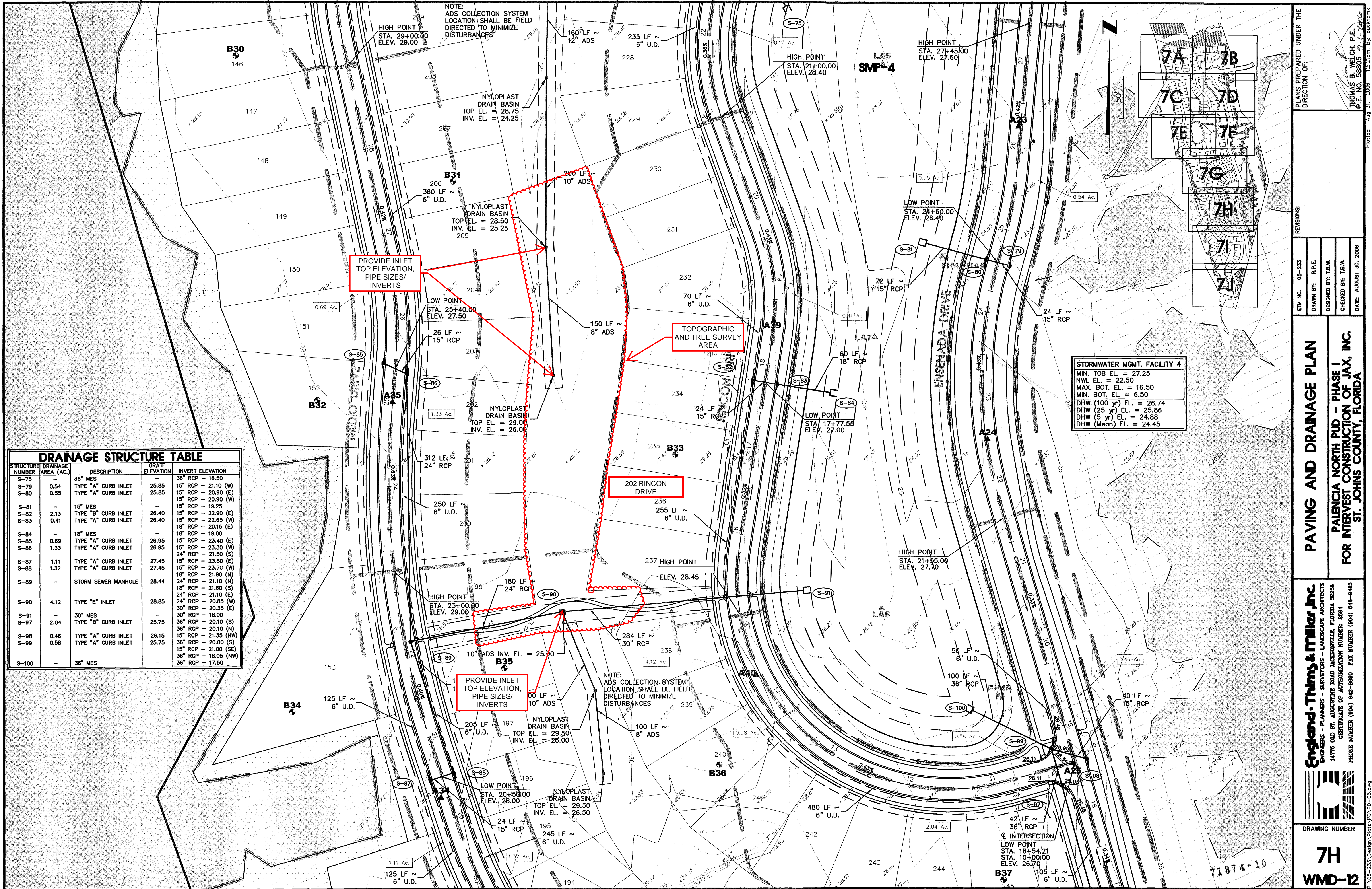
Accepted this _____ day
of _____, 2022.

By: _____
Signature

Print Name and Title

Company

Attachments: General Conditions



DRAINAGE STRUCTURE TABLE				
STRUCTURE NUMBER	DRAINAGE AREA (AC.)	DESCRIPTION	ORATE ELEVATION	INVERT ELEVATION
S-75	-	36" MES	-	36" RCP - 16.50
S-79	0.54	TYPE "A" CURB INLET	25.85	15" RCP - 21.10 (W)
S-80	0.55	TYPE "A" CURB INLET	25.85	15" RCP - 20.90 (E)
S-81	-	15" MES	-	15" RCP - 19.25
S-82	2.13	TYPE "B" CURB INLET	26.40	15" RCP - 22.90 (E)
S-83	0.41	TYPE "A" CURB INLET	26.40	15" RCP - 22.65 (W)
S-84	-	18" MES	-	18" RCP - 20.15 (E)
S-85	0.69	TYPE "A" CURB INLET	26.95	15" RCP - 19.00
S-86	1.33	TYPE "A" CURB INLET	26.95	15" RCP - 23.40 (E)
S-87	1.11	TYPE "A" CURB INLET	27.45	15" RCP - 23.30 (W)
S-88	1.32	TYPE "A" CURB INLET	27.45	15" RCP - 21.50 (S)
S-89	-	STORM SEWER MANHOLE	28.44	15" RCP - 23.80 (E)
S-90	4.12	TYPE "C" INLET	28.85	18" RCP - 21.90 (N)
S-91	-	30" MES	-	18" RCP - 21.60 (S)
S-97	2.04	TYPE "B" CURB INLET	25.75	24" RCP - 21.10 (N)
S-98	0.46	TYPE "A" CURB INLET	26.15	36" RCP - 20.10 (S)
S-99	0.58	TYPE "A" CURB INLET	25.75	36" RCP - 20.10 (N)
S-100	-	36" MES	-	36" RCP - 21.35 (NW)
				36" RCP - 20.00 (S)
				15" RCP - 21.00 (SE)
				36" RCP - 18.05 (NW)
				36" RCP - 17.50

STORMWATER MGMT. FACILITY 4
MIN. TOB EL. = 27.25
NWL EL. = 22.50
MAX. BOT. EL. = 16.50
MIN. BOT. EL. = 6.50
DHW (100 yr) EL. = 26.74
DHW (25 yr) EL. = 25.86
DHW (5 yr) EL. = 24.88
DHW (Mean) EL. = 24.45

PLANS PREPARED UNDER THE DIRECTION OF:
THOMAS B. WELCH, P.E.
P.E. NO. 58805
August 30, 2006

REVISIONS:
EIT 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 RD - PHASE I
FOR INTEREST CONSTRUCTION OF JAX, INC.
ST. JOHNS COUNTY, FLORIDA

England, Thoms & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14776 OLD ST. AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32258
CERTIFICATE OF AUTHORIZATION NUMBER: 8664
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 642-9485

DRAWING NUMBER
7H
WMD-12

EXHIBIT "A"

RECEIVED
SEP 01 2006
SJRWMD
JAX SC

D.

11/3/2022

Sweetwater Creek

Community Development District

Field Operations Report



Chris Hall

FIELD OPERATIONS MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Sweetwater Creek
Community Development District

Field Operations Report
November 3, 2022

To: The Board of Supervisors

From: Chris Hall
Field Operations Manager

RE: Sweetwater Creek Operations Report – November 3, 2022

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

Completed Projects



- Replacing faded or damaged street signs

Completed Projects



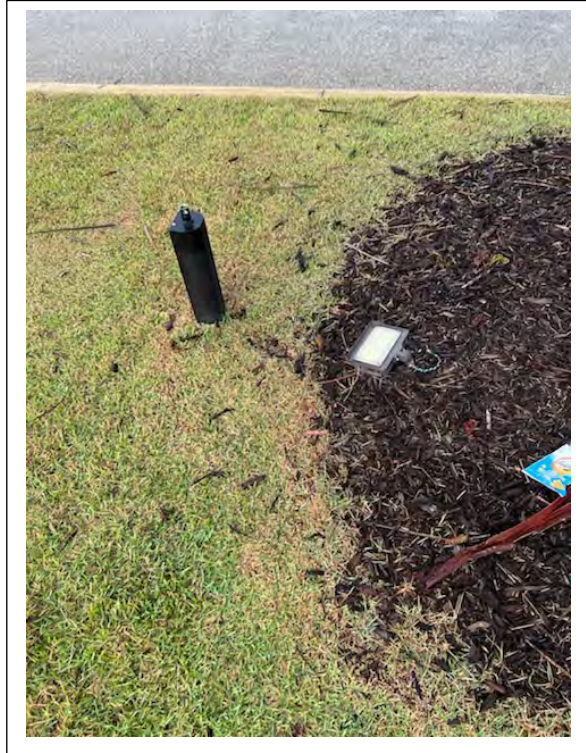
- Steet sign replacements continued.

Completed Projects



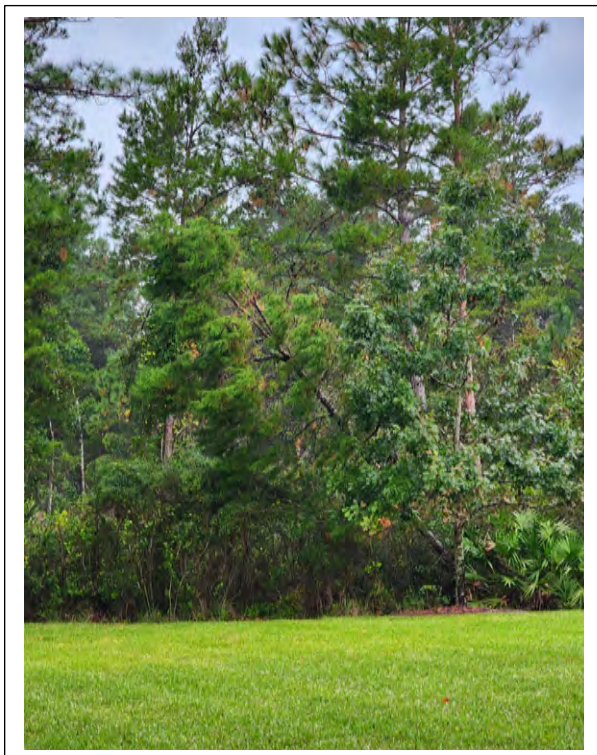
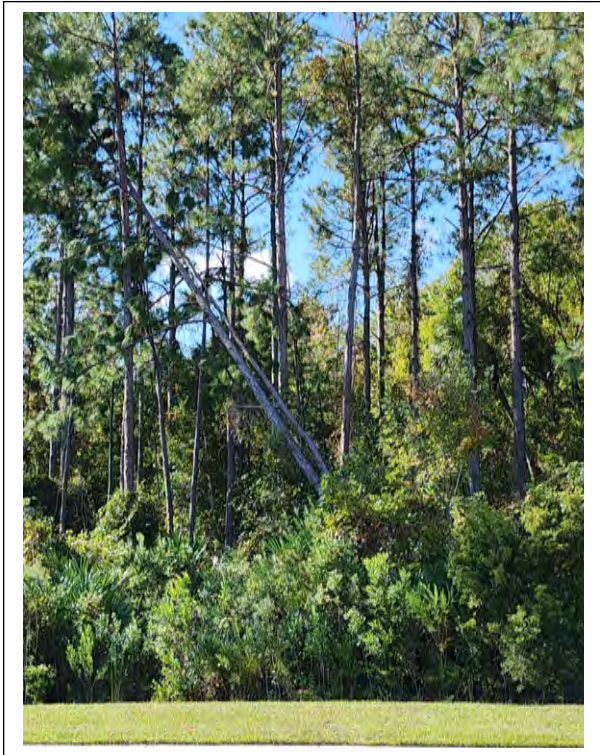
- Broken sign bracket was fixed. Still to be painted.

Completed Projects



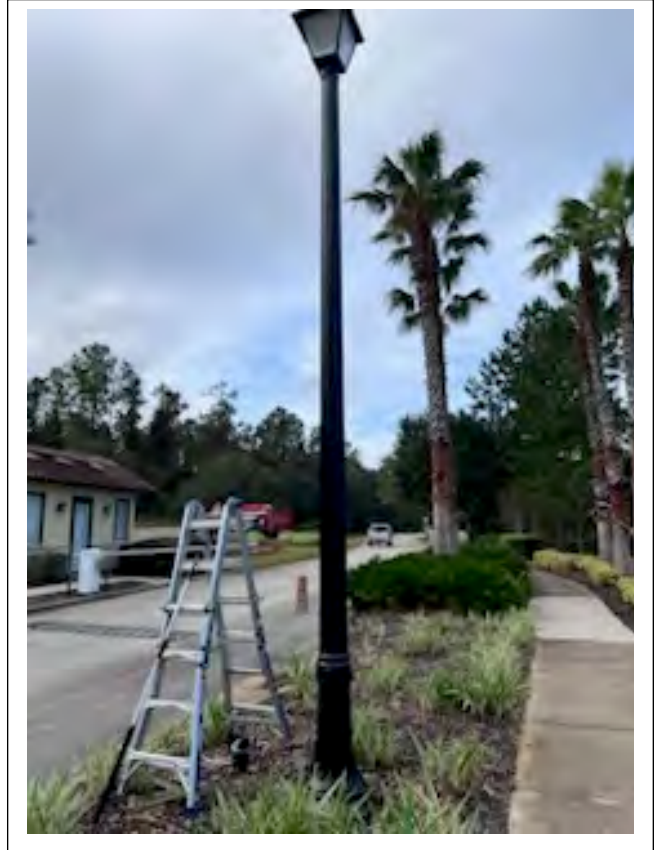
- 6 broken lights have been replaced at the La Palma Park.

Completed Projects



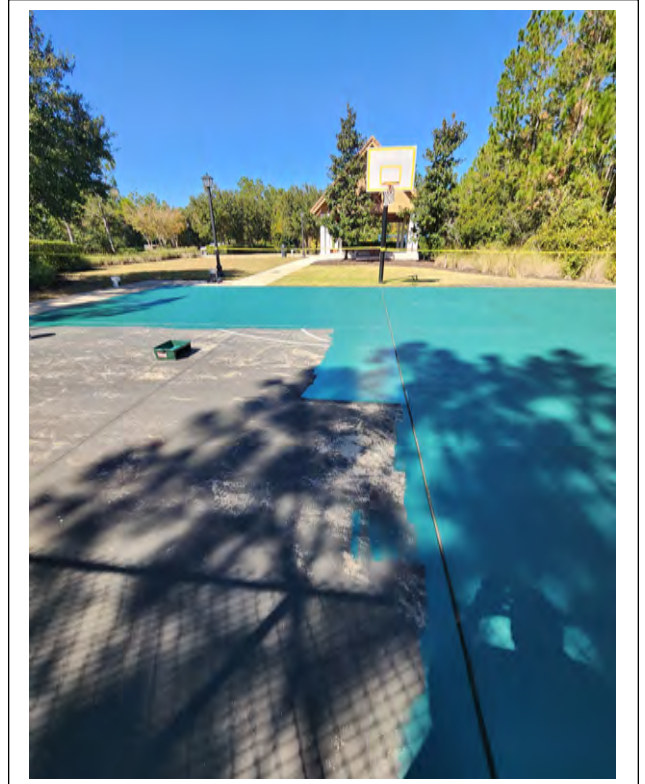
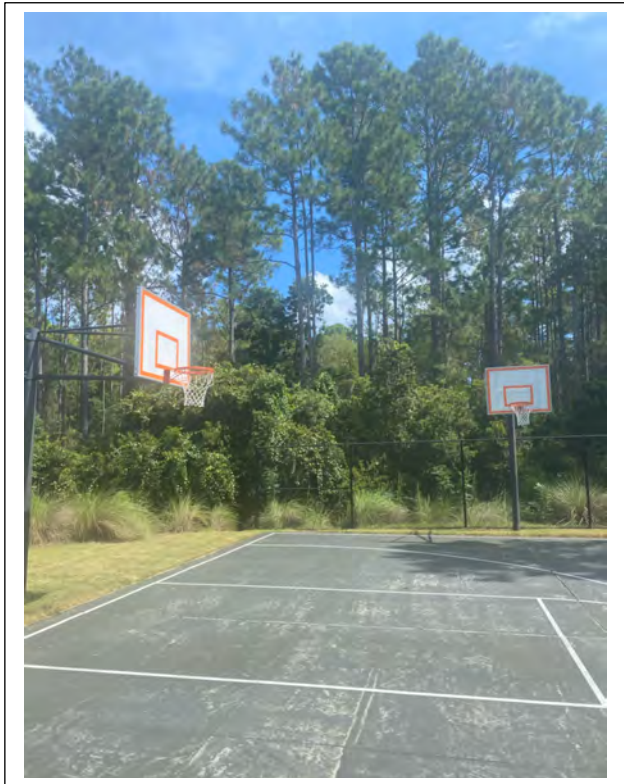
- Hurricane Ian cleanup continues with a lot of dangerous trees being cut down or removed.

In Progress Projects



- Painting light poles and street signs

In Progress Projects



- The deposit from Sport Surfaces has been requested to be paid back to the district.
- Painting of the basketball court is in progress by RMS.

Conclusion

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

chall@rmsnf.com

Respectfully,

Riverside Management Services




Action Items Report

Sweetwater Creek CDD

Action Items Reported on by:				Chris Hall
Action Items	Date	Initials	Comments	
Ensenada Park - Resurface basketball court	10/24/22	CH	Legal has requested the deposit back, and RMS is re-painting the surface	
Faded No Outlet sign and yield signs at the roundabout	10/24/22	CH	Replaced them all with new signs.	
Reports of the exit gate not working periodically	10/24/22	CH	I checked the batteries, and sensors, and Envera came and checked everything as well. Didn't find anything wrong.	
Pump @ middle Las Calinas went down	10/24/22	CH	East Coast Wells replaced the control box	
Smart Controller Installs	10/24/22	CH	The last of the controllers have been installed.	
Broken lights at the La Palma Park	10/24/22	CH	Repaired more lights at the La Palma Park. (Vandalism)	
Broken street sign at the La Palma park	10/24/22	CH	The bracket was broken. Repaired and will be painted.	
Dead trees	10/24/22	CH	Continued...More trees are to be removed from dying as of a result of lightning strike.	
Fallen trees from Hurricane Ian	10/24/22	CH	Trees that are deemed dangerous to people and property are being cut and/or removed.	
Water is infringing residents homes on Rincon	10/24/22	CH	Met engineers about finding a solution for keeping the water in the wetland. A survey proposal is in the agenda package.	
Painting the decorative street light poles.	On going	CH	Prepping and painting the light pole throughout Sweetwater.	

E.

From: Courtney Hogge chogge@gmsnf.com 
Subject: Fwd: SWC October Ops Report
Date: November 2, 2022 at 4:58 PM
To:



Lifestyle:

Events:

- Taco Tuesday
- Food Truck Fridayx2
- Breakfast on Market Street
- Blood Drive/Breakfast Truck
- Trivia

Community:

- New Clubs: Euchre and French Speaking Club
- Aqua Aerobics concluded for the season
- Planning for Plein Painting Palencia, Fall Festival, Car Show, and Tree Lighting
- Meetings with potential Snack Bar Vendors
- Scheduling of additional events: Shred Truck, Community Fitness Challenges, and CPR training
- Reservations for private rentals

Sweetwater:

- Three bids submitted for new Cardio Lease
- Estimates for Fitness Center internal space remodel
- Ordering of Functional Fitness Equipment and flooring
- Repairs to Cardio
- Estimates for Strength equipment
- Purchase of small equipment for strength and cables
- Additional Cleaning done at night
- Property Walks for landscaping and facility needs
- Child Watch Data:

If you take the maximum number of visits in the larger volume groups, it equals 78. Eight families represent the remaining 73 visits.

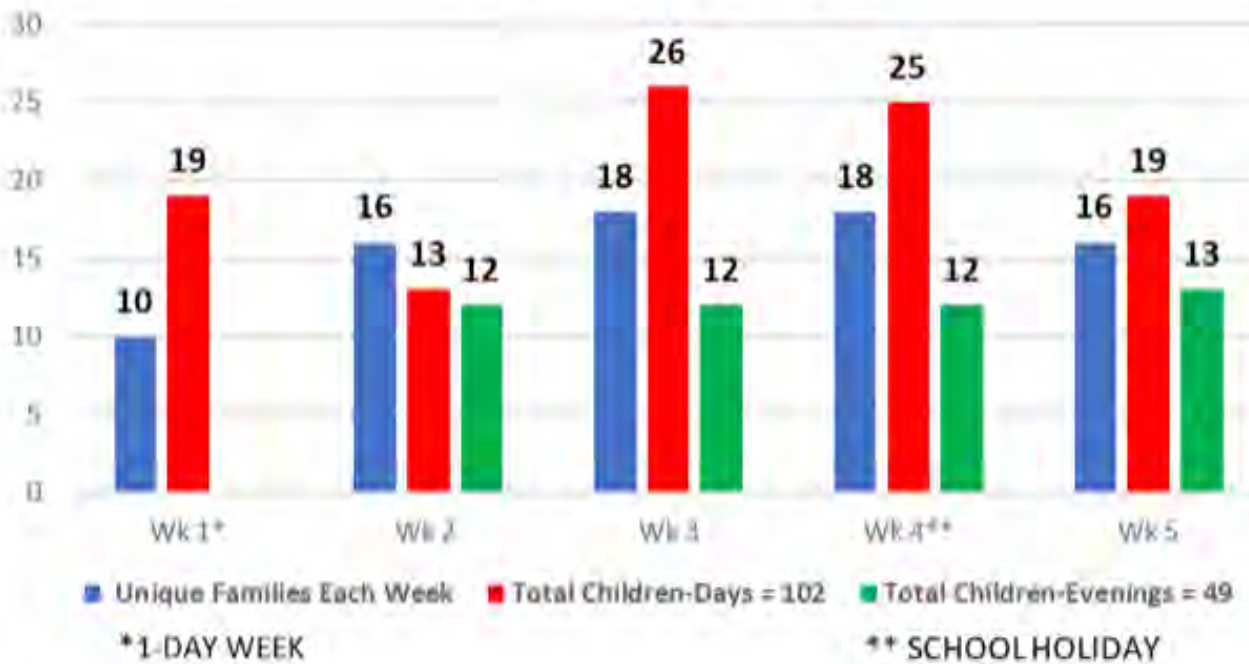
Erin Gunia
Director of Amenities and Strategic Planning
Palencia

Week	Children-Days	Children-Evenings
Wk 1*	19	0
Wk 2	13	12
Wk 3	26	12
Wk 4**	25	12
Wk 5	19	13

*1-DAY WEEK ** SCHOOL HOLIDAY

■ 1-2 VISITS=14 ■ 3-5 VISITS = 10 ■ 6-10 VISITS = 7 ■ 11+ = 1

CHILD WATCH - OCTOBER 2022
TOTAL UNIQUE FAMILIES = 32
TOTAL VISITS = 151



CHILD WATCH - OCTOBER 2022
CHILDREN BY AGE GROUP
TOTAL # OF CHILDREN = 56

