Sweetwater Creek Community Development District

Agenda

December 1, 2022

AGENDA

November 22, 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, December 1, 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. **Organizational Matters** A. Oath of Office for Newly Elected Supervisors
 - B. Consideration of Resolution 2023-02, Designating Officers

IV. Approval of the Consent Agenda Minutes of the November 3, 2022 Meeting A.

- B. **Financial Statements**
- C. **Check Register**

V. Updates on Capital Improvement Projects A.

- Fitness Center
- 1. Plans
- 2. Proposals
- B. **Pickleball Courts**
- C. Parks
- VI. Consideration of Code of Conduct Policy (Supervisor Cervelli)
- VII. Discussion Regarding Term Limits (Supervisor Cervelli)

- VIII. Update on Grounded Boat (Supervisor Cervelli)
 - IX. Discussion of Revisions to Suspension Rule
 - X. Discussion of Issues Brought up at Marshall Creek Meeting (Supervisor Smith)
 - XI. Other Business
- XII. Staff Reports
 - A. Landscape Team
 - B. District Counsel
 - C. District Engineer
 - 1. Consideration of Requisitions 58-59
 - 2. Consideration of Work Authorization 14 for Palencia Phase 1 Surveying Services
 - D. Field Manager Report
 - E. District Manager Discussion Regarding Board Direction for Court Resurfacing Contractor
 - F. Director of Amenities
- XIII. Supervisor Requests / Public Comment
- XIV. Next Scheduled Meeting Thursday, December 1, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XV. Adjournment

THIRD ORDER OF BUSINESS

B.

RESOLUTION 2023-02

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

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

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

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

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

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

PASSED AND ADOPTED THIS 1ST DAY OF DECEMBER, 2022.

ATTEST

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

FOURTH ORDER OF BUSINESS

A.

MINUTES OF MEETING SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Sweetwater Creek Community Development District was held on Thursday, **November 3, 2022** at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

Rob Lisotta Stephen Handler Charles Usina Ron Cervelli John Smith Chairman Vice Chairman Supervisor Supervisor Supervisor

Also present were:

Jim Oliver Roy Van Wyk Erin Gunia Chris Hall Daniel Todd Mike Wooldridge Robert Bullock District Manager, GMS KE Law Group Amenity Facilities Manager Field Operations Manager Account Manager, Duval Landscape Duval Landscape Duval Landscape

The following is a summary of the minutes and actions taken at the November 3, 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. Five Board members were present, constituting a quorum.

SECOND ORDER OF BUSINESS Public Comment

• A resident commented on the length of time for the plan for the fitness center.

- Multiple resident comments were centered on the termination of the Child Watch services.
- o Another resident commented on a wait list and other concerns for Child Watch.
- o Resident commented on the need for Child Watch.
- A Marshall Creek resident commented on Child Watch and asked the Board to reconsider their vote on cancellation of the program. He noted there are 200 signatures on the issue.
- o Several residents asked that Child Watch be kept for the community.
- Mr. Lisotta commented on the reason for the meeting and responded to comments.
 Other Supervisors made comments on expanding the fitness center and the results of the surveys favoring the fitness center and eliminating Child Watch, and overall usage for the residents of the community.
- Discussion ensued on the surveys, the space for the fitness center, child watch and reconsideration of the vote for Child Watch.

THIRD ORDER OF BUSINESS Approval of the Consent Agenda

A. Minutes of the October 6, 2022 Meeting

Mr. Lisotta presented the October 6, 2022 meeting minutes and asked for any comments or corrections from the Board. There were some changes requested to several sections of the minutes.

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 as amended.

FOURTH ORDER OF BUSINESS

Comcast Review and Report (Supervisor Smith)

Mr. Harbin and Ms. McClerkin, representatives from Comcast, reviewed the proposal for the type of fiber blend cable and a press release of 3 weeks ago. They presented a video for the Board regarding the infrastructure for services and technology options already in place in several communities. The options were reviewed, the additional apps, the streaming and other options that would be provided. All of these would be available to the District if they were to provide access to common areas of the property for installation and maintenance of lines and other related distribution equipment. The proposed service is for a one-time payment of \$69,920, subject to change depending on the District's technology preferences. Supervisor noted that AT&T already has many of these options in place and questioned if another company should be allowed to dig in the community creating other issues such as water lines and electrical lines that could be interrupted. Other issues were discussed.

After discussion the Chairman noted he will work on contract issues. Mr. Lisotta noted an updated draft agreement will be sent to the Board for review in advance of the next meeting. It was noted the Board Supervisors can contact District Counsel directly with questions or to provide input. Comcast agreed to attend the next meeting. No motion was made.

FIFTH ORDER OF BUSINESS Update Regarding Fitness Center / Consideration of Interior Renovation Proposals

Mr. Lisotta asked that before review of renovation proposals if any Supervisors that voted to close wish to reconsider. No Supervisors commented on reconsideration.

A resident from the audience asked the Board to reconsider Child Watch. Discussion ensued on cancelling child watch, the survey results for fitness center, and whether or not they were reflective of the community. Mr. Lisotta stated there were three Supervisors that already voted to close child watch, and it is currently closed by votes. He stated they would move on in the agenda. Mr. Usina requested to postpone the Child Watch Closure for 30 days. The motion failed due to no second.

Ms. Gunia presented the proposals for renovation of the fitness center. She noted there were bids received from two companies, Invision and Scherer Construction. Discussion ensued on the specifics of the proposals to include architectural designs, plans, drawings, site plans and overlay. Discussion included the bathrooms, the alcove where the vending machines were previously, the storage space that is needed, and the proposed office space. Discussion covered the

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concerns of approving a proposal with no plans and no drawings. The change order process was explained.

After discussion the motion was made for approval for the proposal from Invision for \$85,062 and the approval for District Counsel to prepare the agreement.

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with Mr. Smith, Mr. Lisotta, Mr. Handler, and Mr. Cervelli in favor and Mr. Usina opposed, the Proposal from Invision for \$85,062 for Interior Renovations to the Fitness Center, was approved 4-1.

*The Board took a 5-minute recess from 5:50 - 5:55.

SIXTH ORDER OF BUSINESS

Update on Pickleball Courts / Consideration of Work Authorization from England Thims & Miller for Engineering Services Related to Pickleball Courts (Supervisor Smith)

Supervisor Smith gave an overview of the proposed pickleball courts. He presented the drawings that noted they will be placed behind the fitness center and the specifics. He added the costs estimates for 4 courts were between \$155,000- \$175,000. He added the electrical and ADA components would not be included. Supervisor Smith stated the District Counsel had reviewed and suggested this be approved as informal documents to be brought to the next meeting. Specific locations and costs were further discussed. The question was asked about utilizing all of the bond money. Discussion ensued on paying tax and other project costs.

After discussion the Board authorized Supervisor Smith to negotiate with ETM regarding certain costs listed WA#13 and to proceed with other process steps listed on WA. The pickleball informational bid documents will be considered at the next meeting.

On MOTION by Mr. Handler, seconded by Mr. Usina, with all in favor, the Proposal from England, Thims, and Miller, Inc, was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Onda Recreational Park Considerations (Supervisor Handler)

Supervisor Handler gave an overview of the proposed Onda Recreational Park improvements. He noted they had 3¹/₄ acres to create a park and make improvements. He added his recommendation was to have Supervisor Usina delegated to lead this project for outdoor parks to include a basketball court and other sports for young families in the community.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2023-01, Amending the Fiscal Year 2022 Capital Reserve Fund Budget

Mr. Oliver asked for a motion for the resolution amending the capital reserve fund budget.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, Resolution 2023-01, Amending the Fiscal year 2022 Capital Reserve Fund Budget, was approved.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2023-02, Approving Request for Proposal Documents for Landscape and Irrigation Maintenance Services

Mr. Lisotta presented Resolution 2023-02 which approves the RFP documents for landscape and irrigation maintenance services. He noted they were very specific about quality of services. He added the point today is that multiple Supervisors have asked Duval to make improvements and corrections in certain areas. He stated that the deficiencies have continued. He asked Duval representatives to provide assurance that these deficiencies would not continue. Mr. Lisotta noted issues such as sodding and listed other issues. Mr. Cervelli added comments about concerns with communication. Continued discussion ensued on the various concerns with Duval services such as the portal and how it will enhance the communication services.

The Duval representative, Rob Bullock addressed concerns and provided assurances that future performance, communications, and reporting will be improved immediately. Mr. Lisotta stated he would agree to have a 30-day probation period for Duval. Mr. Usina made the motion to put the RFP process on hold, but there was no second.

After discussion the Board agreed to direct staff to cancel the RFP process and to table the RFP package until directed.

On MOTION by Mr. Handler, seconded by Mr. Usina, with all in favor, To Direct Staff to Cancel the RFP Process and Table the RFP Documents Until a Later Date, was approved.

TENTH ORDER OF BUSINESSConsideration of Code of Conduct Policy
(Supervisor Cervelli)

Mr. Lisotta noted that this item was tabled until the next meeting.

ELEVENTH ORDER OF BUSINESS Discussion Regarding Term Limits (Supervisor Cervelli)

Mr. Lisotta noted that this item was tabled until the next meeting.

TWELFTH ORDER OF BUSINESS

Discussion Regarding Grounded Boat on CDD Property Behind Rio Del Norte Road (Supervisor Cervelli)

Mr. Cervelli asked to discuss the boat on CDD property. It was asked that District Counsel prepare a letter to the owner requiring removal of the vessel.

THIRTEENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS Staff Reports

A. Landscape Team

This item was tabled to the next meeting.

B. District Counsel

This item was tabled to the next meeting.

C. District Engineer

1. Consideration of Requisitions No. 53-57

Mr. Oliver gave an overview of the requestions and Mr. Lisotta noted these were previously

approved.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, Requisitions No. 53-57, were approved.

2. Consideration of Work Authorization 12 for Fiscal Year 2023 Engineering Services

Mr. Oliver explained the Work Authorization 12 for engineering services for \$25,000.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, Work Authorization 12 for Fiscal Year 2023 Engineering Services, was approved.

3. Consideration of Work Authorization 14 for Palencia Phase 1 Surveying Services This item was tabled.

D. Field Manager – Report

There being none the next item followed.

E. District Manager

There being none the next item followed.

F. Director of Amenities

There being none the next item followed.

FIFTEENTH ORDER OF BUSINESS Supervisor Requests / Public Comment Resident Comments:

A resident comment regarding the amount of pickleball courts for utilization. He suggested

at least six. Discussion ensued on the space and the number of residents in the community that would use the courts.

A resident commented on basketball courts.

Supervisor Comments:

There were no Supervisor comments.

SIXTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – Thursday, December 1, 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, December 1, 2022 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.

SEVENTEENTH ORDER OF BUSINESS Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Community Development District

Unaudited Financial Reporting

October 31, 2022



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Community Development District

Balance Sheet

October 31, 2022

	General Fund	De	ebt Service Fund	Cap	ital Reserve Fund	Ca	pital Projects Fund	Gove	Totals rnmental Funds
Assets:									
Cash:									
Cash - Operating Account	\$ 243,167	\$	-	\$	173,172	\$	-	\$	416,339
Cash - Amenity Account	\$ 44,376	\$	-	\$	-	\$	-	\$	44.376
Cash - Debit Card Account	\$ 107	\$	-	\$	-	\$	-	\$	107
Investments:									
Series 2019									
Reserve - A-1	\$ -	\$	133,070	\$	-	\$	-	\$	133,070
Reserve - A-2	\$ -	\$	110,400	\$	-	\$	-	\$	110,400
Revenue	\$ -	\$	159,805	\$	-	\$	-	\$	159,805
Prepayment	\$ -	\$	16,416	\$	-	\$	-	\$	16,416
Excess Revenue	\$ -	\$	0	\$	-	\$	-	\$	0
Construction	\$ -	\$	-	\$	-	\$	1,173,120	\$	1,173,120
Prepaid Expenses	\$ -	\$	-	\$	-	\$	-	\$	-
Investment SBA GF	\$ 177,134	\$	-	\$	-	\$	-	\$	177,134
Investment - Custody	\$ 48,022	\$	-	\$	-	\$	-	\$	48,022
Due From General Fund	\$ -	\$	-	\$	-	\$	-	\$	-
Due From Capital	\$ -	\$	-	\$	10,375	\$	-	\$	10,375
Due from Other	\$ 596	\$	-	\$	1,733	\$	-	\$	2,329
Total Assets	\$ 513,403	\$	419,691	\$	185,280	\$	1,173,120	\$	2,291,495
Liabilities:									
Accounts Payable	\$ 12,410	\$	-	\$	64,080	\$	-	\$	76,490
Accrued Expenses	\$ -	\$	-	\$	-	\$	-	\$	-
Contracts Payable	\$ -	\$	-	\$	-	\$	18,162	\$	18,162
Due to Amenity	\$ -	\$	-	\$	-	\$	-	\$	-
Total Liabilities	\$ 12,410	\$	-	\$	64,080	\$	18,162	\$	94,651
Fund Balances:									
Assigned For Debt Service	\$ -	\$	419.691	\$	-	\$	-	\$	419,691
Assigned For Capital Reserves	\$ -	\$	-	\$	121,200	\$	-	\$	121,200
Assigned For Capital Projects	\$ -	\$	-	\$	-	\$	1,154,959	\$	1,154,959
Unassigned	\$ 500,994	\$	-	\$	-	\$	-, ,,, ,, ,, ,, ,, ,,	\$	500,994
Total Fund Balances	\$ 500,994	\$	419,691	\$	121,200	\$	1,154,959	\$	2,196,843
Total Liabilities & Fund Equity	\$ 513,403	\$	419,691	\$	185,280	\$	1,173,120	\$	2,291,495

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2022

		Adopted	Pror	ated Budget		Actual			
		Budget	Thru	10/31/22	Thru	10/31/22	V	ariance	
Revenues:									
Assessments	\$	1,665,410	\$	-	\$	-	\$	-	
Fitness Center Revenue	\$	1,400	\$	117	\$	275	\$	158	
Interest	\$	-	\$	-	\$	820	\$	820	
Total Revenues	\$	1,666,810	\$	117	\$	1,095	\$	979	
Expenditures:	φ	1,000,010	φ	117	φ	1,095	φ	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
-									
<u>General & Administrative:</u>									
Supervisor Fees	\$	9,600	\$	800	\$	800	\$	-	
Engineering Fees	\$	25,000	\$	2,083	\$	1,071	\$	1,012	
District Counsel	\$	35,000	\$	2,917	\$	-	\$	2,917	
AuditFees	\$	3,700	\$	-	\$	-	\$	-	
Arbitrage	\$	500	\$	-	\$	-	\$	-	
Assessment Roll	\$	2,500	\$	2,500	\$	2,500	\$	-	
Dissemination	\$	5,000	\$	417	\$	417	\$	-	
Trustee Fees	\$	3,800	\$	3,143	\$	3,143	\$	-	
District Management Fees	\$	35,000	\$	2,917	\$	2,917	\$	-	
Telephone	\$	700	\$	58	\$	-	\$	58	
Postage	\$	1,500	\$	125	\$	134	\$	(9	
Public Official Insurance	\$	4,564	\$	4,564	\$	4,088	\$	476	
Copies	\$	1,000	\$	83	\$	126	\$	(43	
Miscellaneous	\$	1,500	\$	125	\$	-	\$	125	
Legal Advertising	\$	2,700	\$	225	\$	-	\$	225	
Information Technology	\$	1,050	\$	88	\$	88	\$		
Website Maintenance	\$	800	\$	67	\$	67	\$	(0	
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$		
Cost Share Expense - Marshall Creek	\$	40,000	\$	-	\$	-	\$	-	
Total General & Administrative:	\$	174,089	\$	20,286	\$	15,524	\$	4,762	
Operation and Maintenance									
Electric	\$	75,000	\$	6,250	\$	5,428	\$	822	
General Insurance	\$	6,148	\$	6,148	\$	5,507	\$	641	
Landscape Maintenance	\$	346,000	\$	28,833	\$	24,273	\$	4,560	
Landscape Improvements	\$	80,000	\$	6,667	\$	-	\$	6,667	
Lake Maintenance	\$	27,940	\$	2,328	\$	1,538	\$	790	
Fountain Maintenance	\$	1,500	\$	125	\$	-	\$	125	
Irrigation Repairs & Maintenance	\$	22,000	\$	1,833	\$	1,225	\$	608	
Storm Clean-Up	\$	2,000	\$	167	\$	-	\$	167	
Field Repairs & Maintenance	\$	31,300	\$	2,608	\$	-	\$	2,608	
Free Removals	\$	12,540	\$	1,045	\$	7,842	\$	(6,797	
Streetlight Repairs	\$	2,250	\$	188	\$	-	\$	188	
Signage Repairs	\$	1,500	\$	125	\$	-	\$	125	
Holiday Decoration	\$	5,000	\$	417	\$	-	\$	417	
Miscellaneous Field Supplies	\$	1,000	\$	83	\$	-	\$	83	
Guardhouse Maintenance	\$	2,500	\$	208	\$	-	\$	208	
Playground Repairs & Maintenance	\$	2,500	\$	208	\$	-	\$	208	
Total Field Operations:	\$	619,178	\$	57,234	\$	45,812	\$	11,422	

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending October 31, 2022

		Adopted	Pro	ated Budget		Actual	
		Budget	Thr	u 10/31/22	Thr	ru 10/31/22	Variance
Amenities Cost Share							
Administrative:							
Property & Casualty Insurance	\$	26,520	\$	26,520	\$	24,238	\$ 2,282
Payroll - Salaried	\$	82,160	\$	6,847	\$	-	\$ 6,847
Payroll - Hourly	\$	100,336	\$	8,361	\$	-	\$ 8,361
Payroll - Benefits	\$	15,975	\$	1,331	\$	-	\$ 1,331
Payroll Taxes	\$	14,028	\$	1,169	\$	-	\$ 1,169
Professional Services - Engineering	\$	68,056	\$	5,671	\$	-	\$ 5,671
Professional Services - Information Technology	\$	1,800	\$	150	\$	-	\$ 150
Γravel & Per Diem	\$	150	\$	13	\$	-	\$ 13
Fraining	\$	200	\$	17	\$	-	\$ 17
Licenses & Permits	\$	400	\$	33	\$	-	\$ 33
Subscriptions & Memberships	\$	500	\$	42	\$	27	\$ 15
Office Supplies	\$	3,000	\$	250	\$	11	\$ 239
Office Equipment	\$	2,000	\$	167	\$	-	\$ 167
Communication - Telephone/Internet/TV	\$	12,000	\$	1,000	\$	1,026	\$ (26
nternet/Telephone - Guard House	\$	5,400	\$	450	\$	448	\$ 2
Field:							
Field Management Fees	\$	84,000	\$	7,000	\$	7,000	\$
General Utilities	\$	83,000	\$	6,917	\$	4,334	\$ 2,582
Refuse Removal	\$	3,885	\$	324	\$	315	\$ 9
Security	\$	82,200	\$	6,850	\$	7,110	\$ (260
anitorial Services	\$	16,000	\$	1,333	\$	-	\$ 1,333
Operating Supplies - Spa & Paper	\$	4,500	\$	375	\$	104	\$ 271
Operating Supplies - Uniforms	\$	500	\$	42	\$	-	\$ 42
Cleaning Supplies	\$	15,000	\$	1,250	\$	144	\$ 1,106
Amenity Landscape Maintenance & Improvements	\$	24,000	\$	2,000	\$	-	\$ 2,000
Gate Repairs & Maintenance	\$	2,500	\$	208	\$	-	\$ 208
Dog Park Repairs & Maintenance	\$	11,650	\$	971	\$	165	\$ 806
Park Mulch	\$	1,500	\$	125	\$	-	\$ 125
Miscellaneous Field Supplies	\$	6,100	\$	508	\$	1,037	\$ (529
Buildings Repairs & Maintenance	\$	15,000	\$	1,250	\$	196	\$ 1,054
Pest Control	\$	2,500	\$	208	\$	-	\$ 208
Pools Maintenance - Contract	\$	20,321	\$	1,693	\$	1,524	\$ 169
Pools Repairs & Maintenance	\$	10,000	\$	833	\$	72	\$ 761
Pools Chemicals	\$	2,500	\$	208	\$	357	\$ (148
Signage & Amenity Repairs	\$	300	\$	25	\$	-	\$ 25
Special Events	\$	2,000	\$	167	\$	-	\$ 167
Fitness:							
Professional Services - Outside Fitness	\$	58,872	\$	4,906	\$	-	\$ 4,906
Fitness Equipment Repairs & Maintenance	\$	7,000	\$	583	\$	493	\$ 90
Fitness Equipment Rental	\$	35,000	\$	2,917	\$	513	\$ 2,403
Miniature Golf Course Maintenance	\$	750	\$	63	\$	-	\$ 63
Miscellaneous Fitness Supplies	\$	6,300	\$	525	\$	-	\$ 525
Capital Outlay - Machinery & Equipment	\$	6,400	\$	533	\$	-	\$ 533
Fotal Amenities Cost Share	\$	834,302	\$	93,835	\$	49,117	\$ 44,719
Reserves							
Capital Reserve Transfer	\$	150,000	\$	-	\$	-	\$
Fotal Reserves	\$	150,000	\$	-	\$	-	\$
Total Expenditures	\$	1,777,569	\$	171,355	\$	110,453	\$ 60,902
Excess Revenues (Expenditures)	\$	(110,759)			\$	(109,358)	
Fund Balance - Beginning	\$	110,759			\$	610,351	
Fund Balance - Ending	\$				\$	500,994	
Fund Balance - Ending	Э	-			\$	500,994	

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2022

		Adopted	Prora	ited Budget		Actual	
		Budget	Thru	10/31/22	Thr	u 10/31/22	Variance
Revenues:							
Special Assessments	\$	741,613	\$	7,360	\$	7,360	\$ -
Prepayments	\$	-	\$	-	\$	-	\$ -
Interest	\$	-	\$	-	\$	508	\$ 508
Total Revenues	\$	741,613	\$	7,360	\$	7,867	\$ 508
Expenditures:							
Series 2019 - A1							
Interest - 11/01	\$	89,000	\$	-	\$	-	\$ -
Special Call - 11/01	\$	-	\$	-	\$	-	\$ -
Interest - 05/01	\$	89,000	\$	-	\$	-	\$ -
Principal - 05/01	\$	345,000	\$	-	\$	-	\$ -
Special Call - 05/01	\$	-	\$	-	\$	-	\$ -
Series 2019 - A2							
Interest - 11/01	\$	49,050	\$	-	\$	-	\$ -
Special Call - 11/1	\$	-	\$	-	\$	-	\$ -
Interest - 05/01	\$	49,050	\$	-	\$	-	\$ -
Principal - 05/01	\$	120,000	\$	-	\$	-	\$ -
Special Call - 05/01	\$	-	\$	-	\$	-	\$ -
Total Expenditures	\$	741,100	\$	-	\$	-	\$ -
Other Sources/(Uses)							
Transfer In	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources (U	s \$	-	\$	-	\$	-	\$ -
Excess Revenues (Expenditures)	\$	513			\$	7,867	
Fund Balance - Beginning	\$	149,391			\$	411,823	
Fund Balance - Ending	\$	149,904			\$	419,691	

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2022

	Adopted	Prora	ted Budget		Actual	
	Budget	Thru	10/31/22	Thru	u 10/31/22	Variance
Revenues:						
Capital Reserve Transfer In	\$ 150,000	\$	-	\$	-	\$ -
Cost Share - Marshal Creek	\$ -	\$	-	\$	-	\$ -
Total Revenues	\$ 150,000	\$	-	\$	-	\$ -
Expenditures:						
Capital Outlay	\$ 50,000	\$	4,167	\$	35,575	\$ (31,408)
Repair and Maintenance	\$ 50,000	\$	4,167	\$	-	\$ 4,167
Other Current Charges	\$ 1,000	\$	83	\$	38	\$ 45
Total Expenditures	\$ 101,000	\$	8,417	\$	35,613	\$ (27,196)
Other Financing Sources/(Uses)						
Transfer In/(Out)	\$ -	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$ -	\$	-	\$	-	\$ -
Excess Revenues (Expenditures)	\$ 49,000	\$	(8,417)	\$	(35,613)	
Fund Balance - Beginning	\$ 183,587			\$	156,813	
Fund Balance - Ending	\$ 232,587			\$	121,200	

Community Development District

Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2022

	Ad	opted	Prorate	ed Budget		Actual		
	Bı	ıdget	Thru 1	.0/31/22	Thr	ru 10/31/22	V	ariance
Revenues:								
Interest Income	\$	-	\$	-	\$	1,465	\$	1,465
Total Revenues	\$	-	\$	-	\$	1,465	\$	1,465
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$	-			\$	1,465		
Fund Balance - Beginning	\$	-			\$	1,153,493		
Fund Balance - Ending	\$	-			\$	1,154,959		

Community Development District

Month to Month

		Oct	_	Nov		Dec	: _	Jar	1 _	F	eb	Marc	ch	Арі	ril _	M	ay	Ju	ne	Ju	ly	Au	g	Sep	t	Total
Revenues:																				, , , , , , , , , , , , , , , , , , ,						
Assessments	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Fitness Center Revenue	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	275
Cost Sharing - Marshall Creek Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Interest	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	820
Miscellaneous Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Carry Forward Surplus	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
																									\$	-
Total Revenues	\$	1,095	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,095
Expenditures:																										
General & Administrative:																										
Supervisor Fees	\$	800	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	800
Engineering Fees	\$	1,071	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,071
District Counsel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Audit Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
Arbitrage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Assessment Roll	\$	2,500	\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	2,500
Dissemination	\$		\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	417
Trustee Fees	\$		\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	3,143
District Management Fees	\$		\$		\$	-	\$		ŝ	-	ŝ	-	\$	-	\$		\$	-	\$	-	\$	-	\$		\$	2,917
Telephone	\$	-	\$		\$	-	\$		ŝ	-	\$		\$	-	\$		\$	-	\$		\$	-	\$		\$	-
Postage	\$		\$		\$		¢		ŝ		ŝ		\$		\$		\$		\$		\$		\$		\$	134
Public Official Insurance	\$		\$		\$		¢		ŝ		ŝ		\$		\$		\$		\$		\$		\$		\$	4,088
Copies	\$		\$	_	\$		\$		ŝ		ŝ		\$	_	\$		\$	_	\$		\$		\$		\$	126
Miscellaneous	\$	120	\$		\$		\$		ŝ		ŝ		\$		\$		\$		\$		\$		\$		\$	-
Legal Advertising	\$		\$	_	\$		\$		\$		ŝ		\$	_	\$		ŝ	_	\$		\$		\$		\$	
Information Technology	\$ \$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	- 88
Website Maintenance	\$		\$ \$	-	э \$	-	э \$		\$	-	\$ \$	-	ې \$	-	\$	-	\$	-	.⊅ \$	-	\$		\$		э \$	67
				-		-		-		-		-		-		-		-		-						
Dues, Licenses & Subscriptions	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	175
Total General & Administrative:	\$	15,524	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	15,524
Operation and Maintenance																										
Electric	\$		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,428
General Insurance	\$	-,	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,507
Landscape Maintenance	\$	24,273	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	24,273
Landscape Improvements	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Lake Maintenance	\$	1,538	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,538
Fountain Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Irrigation Repairs & Maintenance	\$	1,225	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,225
Storm Clean-Up	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Field Repairs & Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Tree Removals	\$	7,842	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7,842
Streetlight Repairs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Signage Repairs	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Holiday Decoration	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Miscellaneous Field Supplies	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Total Field Operations:	\$	45,812	\$		\$	-	\$	-	\$	-	\$	-	\$		\$		\$	-	\$	-	\$		\$	-	\$	45,812
rota ricia operations.	ş	13,012	Ψ	-	Ψ	-	4	-	Ŷ		\$	-	ş		ş		\$		ę	-	ş		Ψ	-	¥	13,012

Community Development District

Month to Month

	_	Oct	Nov	7	Dec	Ja	n	Feb	Marcl	h	Apri	1	Мау	June	Jul	ly	Aı	ıg	Sept	t	Total
Amenities																					
Administrative:																					
Property & Casualty Insurance	\$	24,238	\$ -	\$	- \$		\$	- \$	-	\$	-	\$	-	\$ - \$		\$	-	\$	-	\$	24,238
Payroll - Salaried	\$		\$ -	\$	- \$	-	\$	- \$		\$		\$		\$ - \$		\$		\$		\$	
Payroll - Hourly	\$		\$ -	\$	- \$	-	\$	- \$		\$		\$	-	\$ - \$		\$		\$	-	\$	-
Payroll - Benefits	\$		\$ -	\$	- \$	-	\$	- \$		\$		\$	-	\$ - \$		\$		\$	-	\$	-
Payroll Taxes	\$		\$	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Professional Services - Engineering	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Professional Services - Information Technology	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Travel & Per Diem	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Training	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Licenses & Permits	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Subscriptions & Memberships	\$	27	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	27
Office Supplies	\$	11	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	11
Office Equipment	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Communication - Telephone/Internet/TV	\$	1,026	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	1,026
Internet/Telephone - Guard House	\$	448	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	448
Cost Share Expense - Marshall Creek	\$	-	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Field:																					
Field Management Fees	\$	7,000	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	7,000
General Utilities	\$	4,334	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	4,334
Refuse Removal	\$	315	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	315
Security	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	7,110
Janitorial Services	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Operating Supplies - Spa & Paper	\$	104	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	104
Operating Supplies - Uniforms	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Cleaning Supplies	\$	144	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	144
Amenity Landscape Maintenance & Improvements	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Gate Repairs & Maintenance	\$	-	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Guardhouse Maintenance	\$	-	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Dog Park Repairs & Maintenance	\$	165	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	165
Park Mulch	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Playground Repairs & Maintenance	\$	-	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Miscellaneous Field Supplies	\$	1,037	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	1,037
Buildings Repairs & Maintenance	\$	196	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	196
Pest Control	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Pools Maintenance - Contract	\$	1,524	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	1,524
Pools Repairs & Maintenance	\$	72	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	72
Pools Chemicals	\$	357	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	357
Signage & Amenity Repairs	\$	-	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Special Events	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Fitness:																					
Professional Services - Outside Fitness	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Fitness Equipment Repairs & Maintenance	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	493
Fitness Equipment Rental	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	513
Miniature Golf Course Maintenance	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Miscellaneous Fitness Supplies	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Capital Outlay - Machinery & Equipment	\$		\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Total Amenities	\$	49,117	\$ -	\$	- \$	-	\$	- \$	-	\$		\$	-	\$ - \$	-	\$	•	\$		\$	49,117
Reserves																					
Capital Reserve Transfer	\$	-	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	-
Total Reserves	\$	-	\$ -	\$	- \$		\$	- \$	-	\$		\$		\$ - \$		\$	-	\$	-	\$	-
Total Expenditures	\$	110,453	\$	\$	- \$		\$	- \$	-	\$		\$		\$ - \$		\$		\$	-	\$	110,453
Excess Revenues (Expenditures)	\$	(109,358)	\$ -	\$	- \$	-	\$	- \$	-	\$	-	\$	-	\$ - \$	-	\$	-	\$	-	\$	(109,358)

Community Development District

Long Term Debt Report

SERIES 2019A-1, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATES: MATURITY DATE: RESERVE FUND DEFINITION RESERVE FUND REQUIREMENT RESERVE FUND BALANCE

BONDS OUTSTANDING - 07/30/19 LESS: MAY 1, 2020 LESS: MAY 1, 2020 (SPECIAL CALL) LESS: NOV 1, 2020 (SPECIAL CALL) LESS: MAY 1, 2021 LESS: MAY 1, 2021 (SPECIAL CALL) LESS: NOV 1, 2021 (SPECIAL CALL) LESS: MAY 1, 2022 2.000%, 2.125%, 2.250%, 2.375%, 2.500%, 2.950%, 3.170% 5/1/2038 MAXIMUM ANNUAL DEBT SERVICE \$133,070 \$133,070

> \$7,825,000 (\$330,000) (\$15,000) (\$40,000) (\$340,000) (\$40,000) (\$15,000) (\$340,000)

> > \$6,705,000

CURRENT BONDS OUTSTANDING

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

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2023

				ON ROLL ASS	ESSMENTS	Gross Assessments Net Assessments	 \$ 1,750,006.48 \$ 1,645,006.09 68.95% 	\$ 788,070.96 \$ 740,786.70 31.05% 2019 Debt	 \$ 2,538,077.44 \$ 2,385,792.79 100.00%
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Service Asmt	Total
11/2/22	1	\$30,371.79	(\$576.36)	(\$1,553.80)	\$0.00	\$28,241.63	\$19,472.63 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$8,769.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$28,241.63 \$0.00
	TOTAL	\$ 30,371.79	\$ (576.36)	\$ (1,553.80)	\$-	\$ 28,241.63	\$ 19,472.63	\$ 8,769.00	\$ 28,241.63

1.18%	Net Percent Collected			
\$ 2,357,551.16	Balance Remaining to Collect			

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Requisition # Contractor Description		Requisition	
Fiscal Year 2020					
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$	8,032.
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$	4,293.
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$	8,090.
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$	6,250
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$	4,495.
1/6/20	6	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$	46,000
1/6/20	7	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefD120 - 10% upon execution of the Agreement	\$	11,500
2/6/20	8	East Coast Wells & Pump Service	Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor	\$	2,137
2/6/20	9	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrffnl220 - 10% Balance Upon Final Sign Off	\$	11,500
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$	6,790
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$	35,240
2/24/20	12	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$	46,000
2/26/20	13	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCgtr220 - Gutter Grating Supports repaired	\$	500
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$	5,034
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 -Back Flow Testing	\$	265
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$	6,790
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$	3,000
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffice Study & Certification Package	\$	1,062
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$	4,000
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$	16,357
6/15/20	20	Sundancer Sign Graphics	Invoice: 256565 - Electrical work	\$	12,310
6/22/20	21	Yellowstone Landscape	Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$	25,583
	22		Invoice: 113207, 113803, 114427, 115066 - Project Construction	ې \$,
7/14/20		Hopping Green & Sams	· · · · · · · · · · · · · · · · · · ·		1,053
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$ \$	1,458
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	•	24,722
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$	7,888
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$	559
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$	2,644
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$	258
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$	1,075
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$	5,034
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$	58,703
2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$	2,570
5/13/21	34	Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$	2,570
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$	3,444
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$	210
3/8/22	37	England Thims & Miller	Invoice 0201371 - Engineer's Report	\$	2,500
4/20/22	38	Invision Construction	Invoice #0001 Fitness Center Expansion Process	\$	2,000
4/20/22	39	Basham & Lucas Desing Group Inc	Invoice #8851 Palencia Amenity & CDs	\$	5,200
7/11/22	40	Basham & Lucas Desing Group Inc	Invoice #8929 Palencia Amenity & CDs	\$	3,889
6/22/22	41	England Thims & Miller	Invoice #203006 Palencia Fitness Center Addition & Modification	\$	3,750
6/22/22	42	KE Law Group PLLC	Invoice #2879 2019 Project Construction	\$	217
7/11/22	43	Basham & Lucas Desing Group Inc	Invoice #8963 Palencia Amenity & CDs	\$	13,600
8/8/22	43	KE Law Group PLLC	Invoice #2993 2019 Project Construction	\$	344
8/8/22	44	England Thims & Miller	Invoice #2995 2019 Project Construction Invoice #203518 Palencia Fitness Center Addition & Modification	ې \$	6,250
	45 46	0	Invoice #203518 Palencia Fitness Center Addition & Modification	ې \$	13,025
8/8/22		Basham & Lucas Desing Group Inc	•	•	,
9/19/22	47	ECS Florida LLC	Palencia Fitness Center Addition Invoice #995173	\$	3,500
9/19/22	48	England Thims & Miller	Invoice #204046 Palencia Fitness Center Addition & Modification	\$	7,392
9/19/22	49	Basham & Lucas Desing Group Inc	Invoice #9028 Palencia Amenity & CDs	\$	8,046
9/19/22	50	KE Law Group PLLC	Invoice #3599 2019 Project Construction	\$	992
9/19/22	51	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$	7,375
9/19/22	52	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$	726
		TOTAL		\$	456,23

ining Project (Construction) Fund	5	1,173,120.43
Requisitions Paid thru 10/31/22	\$	(456,231.76)
Interest Earned and Transfer thru 10/31/22	\$	88,574.23
Project (Construction) Fund at 08/30/19	\$	1,540,777.96

Remaining Project (Construction) Fund



Sweetwater Creek Community Development District

Summary of Invoices

October 01, 2022 - October 31, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	10/10/22	3738-3742	\$ 53,632.81
	10/14/22	3743-3745	8,941.75
	10/27/22	3746-3753	37,510.82
			\$ 100,085.38
Amenity Fund			
5	10/10/22	2172-2179	\$ 13,480.69
	10/14/22	2180	513.32
	10/27/22	2181-2185	2,879.97
			\$ 16,873.98
T	OTAL		\$ 116,959.36

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 11/18/22 PAGE 1
*** CHECK DATES 10/01/2022 - 10/31/2022 *** SWEETWATER CREEK - GENERAL
BANK A GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/10/22 00086	8/31/22 17713 202208 320-53800-47300	*	2,050.00	
	RINCON DR-CNTRFGL PMP RPR 8/31/22 17714 202208 320-53800-47300	*	1,725.00	
	LAS COLINAS N-RPR PUMP 8/31/22 17715 202208 320-53800-47302	*	5,916.62	
	ENREDE-RMV 6 DEAD TREES 8/31/22 17716 202208 320-53800-47302	*	4,299.96	
	DEAD PINE RMVL-GLORIETTAS 8/31/22 17717 202208 320-53800-47302	*	2,149.99	
	40 CEJA WAY-RMV DEAD PINE 9/01/22 17623 202209 320-53800-46200	*	24,273.00	
	SEP LANDSCAPE MAINTENANCE 9/07/22 17788 202209 320-53800-47300	*	600.00	
	INSTALL BUBBLER 9/13/22 17815 202209 320-53800-46400	*	3,000.38	
	REMAINDER OF PALM PRUNING 9/23/22 17856 202209 320-53800-46400	*	914.40	
	SOIL AMENDMNT-ANNUAL BEDS 9/27/22 17870 202209 320-53800-46400	*	1,053.54	
	AZTEC GRASS RIO DEL NORTE DUVAL LANDSCAPE MAINTENANCE			45,982.89 003738
10/10/22 00064	8/31/22 43776 202208 320-53800-47300	*	245.00	
	CHECKED MOTORS&CAPACITORS EAST COAST WELLS & PUMP SERVICE			245.00 003739
10/10/22 00029	10/01/22 137 202210 310-51300-34000	 *	2,916.67	
	OCT MANAGEMENT FEES 10/01/22 137 202210 310-51300-35200	*	66.67	
	OCT WEBSITE ADMIN 10/01/22 137 202210 310-51300-35100	*	87.50	
	OCT INFORMATION TECH 10/01/22 137 202210 310-51300-31300	*	416.67	
	OCT DISSEM AGENT SERVICES 10/01/22 137 202210 310-51300-42000	*	133.85	
	POSTAGE 10/01/22 137 202210 310-51300-42500	*	125.85	
	COPIES GOVERNMENTAL MANAGEMENT SERVICES			3,747.21 003740
10/10/22 00029	9/27/22 63 202210 310-51300-31700	*	2,500.00	
	FY23 ASSESSMENT ROLL CERT GOVERNMENTAL MANAGEMENT SERVICES			2,500.00 003741
10/10/22 00071	9/15/22 41 202208 320-53800-49000 AUG FIELD SUPPLIES	*	157.53	

SWCC SWEETWATER CRK BPEREGRINO

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER C *** CHECK DATES 10/01/2022 - 10/31/2022 *** SWEETWATER CREEK - GENERAL BANK A GENERAL FUND	HECK REGISTER	RUN 11/18/22	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/15/22 41 202208 320-53800-47301 AUG FIELD RPRS&MAINT	*	1,000.18	
AUG FIELD RERSEMAINI RIVERSIDE MANAGEMENT SERVICES			1,157.71 003742
10/14/22 00090 8/31/22 4846911 202208 310-51300-48000 AMENITY FAC EXP CONSTR	*	314.16	
8/31/22 4846911 202208 310-51300-48000 SWC NTC OF MTG 9/13/22	*	93.84	
CA FLORIDA HOLDINGS,LLC			408.00 003743
10/14/22 00011 10/06/22 204967 202209 310-51300-31100 CUP PERM-H20 MTR RD 10/1	*	705.00	
10/06/22 204968 202209 310-51300-31100 GENERAL CONTIN SRVS 10/1	*	828.75	
GENERAL CONTIN SRVS 10/1 ENGLAND-THIMS & MILLER, INC			1,533.75 003744
10/14/22 00071 10/01/22 42 202210 320-53800-12100 OCT CONTRACT ADMIN	*	7,000.00	
RIVERSIDE MANAGEMENT SERVICES			7,000.00 003745
10/27/22 00075 10/06/22 10062022 202210 310-51300-11000 10/06/22 MEETING	*	200.00	
CHARLES USINA III			200.00 003746
10/27/22 00086 9/30/22 17909 202209 320-53800-47400 HURRICANE STORM CLEAN UP	*	2,000.00	
10/01/22 17996 202210 320-53800-46200 OCT LANDSCAPE MAINTENANCE	*	24,273.00	
10/13/22 18162 202210 320-53800-47302 TREE REMOVAL-483 MEDIO DR	*	2,866.65	
10/13/22 18163 202210 320-53800-47302 RMV DWN TREE ON CEJA WAY	*	850.00	
10/13/22 18164 202210 320-53800-47302 RMV FALLEN TREES	*	1,500.00	
10/13/22 18165 202210 320-53800-47302 RMVL TREE 169 LAZZO	*	2,149.99	
10/13/22 18166 202210 320-53800-47302 RMV DEAD FALLING TREE	*	475.00	
RMV DEAD FALLING IREE DUVAL LANDSCAPE MAINTENANCE			34,114.64 003747
10/27/22 00064 10/13/22 44146 202210 320-53800-47300 RPLC CONTROL BOX	*	245.00	
EAST COAST WELLS & PUMP SERVICE			245.00 003748
10/27/22 00063 9/30/22 75158 202209 320-53800-47000 SED LAKE MAINTENANCE	*	1,538.00	
FUTURE HORIZONS			1,538.00 003749

SWCC SWEETWATER CRK BPEREGRINO

AP300R *** CHECK DATES	10/01/2022 - 10/31/2022 *** SW	CCOUNTS PAYABLE PREPAID/COM EETWATER CREEK - GENERAL NK A GENERAL FUND	PUTER CHECK REGISTER	RUN 11/18/22	page 3
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME UB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/27/22 00089	10/06/22 10062022 202210 310-51300-1 10/06/22 MEETING	1000 JOHN T SMITH	*	200.00	200.00 003750
10/27/22 00051	10/06/22 10062022 202210 310-51300-1 10/06/2022 MEETING		*	200.00	
		ROBERT LISOTTA			200.00 003751
10/27/22 00071	10/13/22 43 202209 320-53800-4 SEP FIELD REPAIRS & MAINT	7301	*	614.44	
	10/13/22 43 202209 320-53800- SEP FIELD SUPPLIES	9000	*	198.74	
		RIVERSIDE MANAGEMENT SERVI	CES		813.18 003752
10/27/22 00040	10/06/22 10062022 202210 310-51300-1 10/06/22 MEETING	1000	*	200.00	
		STEPHEN J HANDLER			200.00 003753
		TOTAL F	OR BANK A	100,085.38	
		TOTAL F	OR REGISTER	100,085.38	

SWCC SWEETWATER CRK BPEREGRINO

AP300R *** CHECK DATES I	10/01/2022 - 10/3	YEAR-TO-DATE 1/2022 ***	ACCOUNTS PAYA SWEETWATER CRE BANK B AMENITY	BLE PREPAID/C EK – POOL	OMPUTER CHECK REGISTER	RUN 11/18/22	PAGE 1
CHECK VEND# DATE	DATE INVOICE	EXPENSED TO YRMO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
	8/30/22 398 FAX LIN	E ISSUE-PWR OUTAG	E		*	200.00	200.00 002172
	9/27/22 31538 ROPE PUI	202209 330-53800 LL FOR GYM	-64000		N 2WELLNESS	3,695.00	
10/10/22 00096	9/01/22 1128 SEP CYCI	202209 330-53800 LING BIKES LEASE	-44000		MAN'S ENT	513.32	
10/10/22 00016	9/15/22 BB-2209- BILLBACI	202209 330-53800 K-RPR GYM FENCE	-47800		*	7,199.40	
10/10/22 00016	9/16/22 BB-15532 FITNESS 9/16/22 BB-15532	202209 330-53800 CTR-BUS EDGE VOI 202209 330-53800	-41000 C		*	110.54 113.69	
		INAS GUARDHOUSE	MARSHALL CR	EEK CDD 			224.23 002176
10/10/22 00019	10/01/22 13129560 OCT POOI	L CHEMICALS			*	1,524.10	1,524.10 002177
10/10/22 00117	9/09/22 09092022 PAINTING	202209 330-53800 G SUPPLIES FOR GY	-47800 M		*	64.64	
10/10/22 00042		202210 330-53800 Y ALRM 10/22-12/2	-41000 2		*	60.00	
10/14/22 00096	10/01/22 1131 OCT SPII		-44000		*	513.32	
	10/13/22 41-25038 CLEANING 10/13/22 41-25039	202210 330-53800 G SUPPLIES 202210 330-53800	-52100		* *	 65.46 104.42	
:	10/13/22 41-25039	APER 202210 330-53800 G SUPPLIES		NITORIAL SUPP	* LIES 	78.74	248.62 002181

SWCC SWEETWATER CRK BPEREGRINO

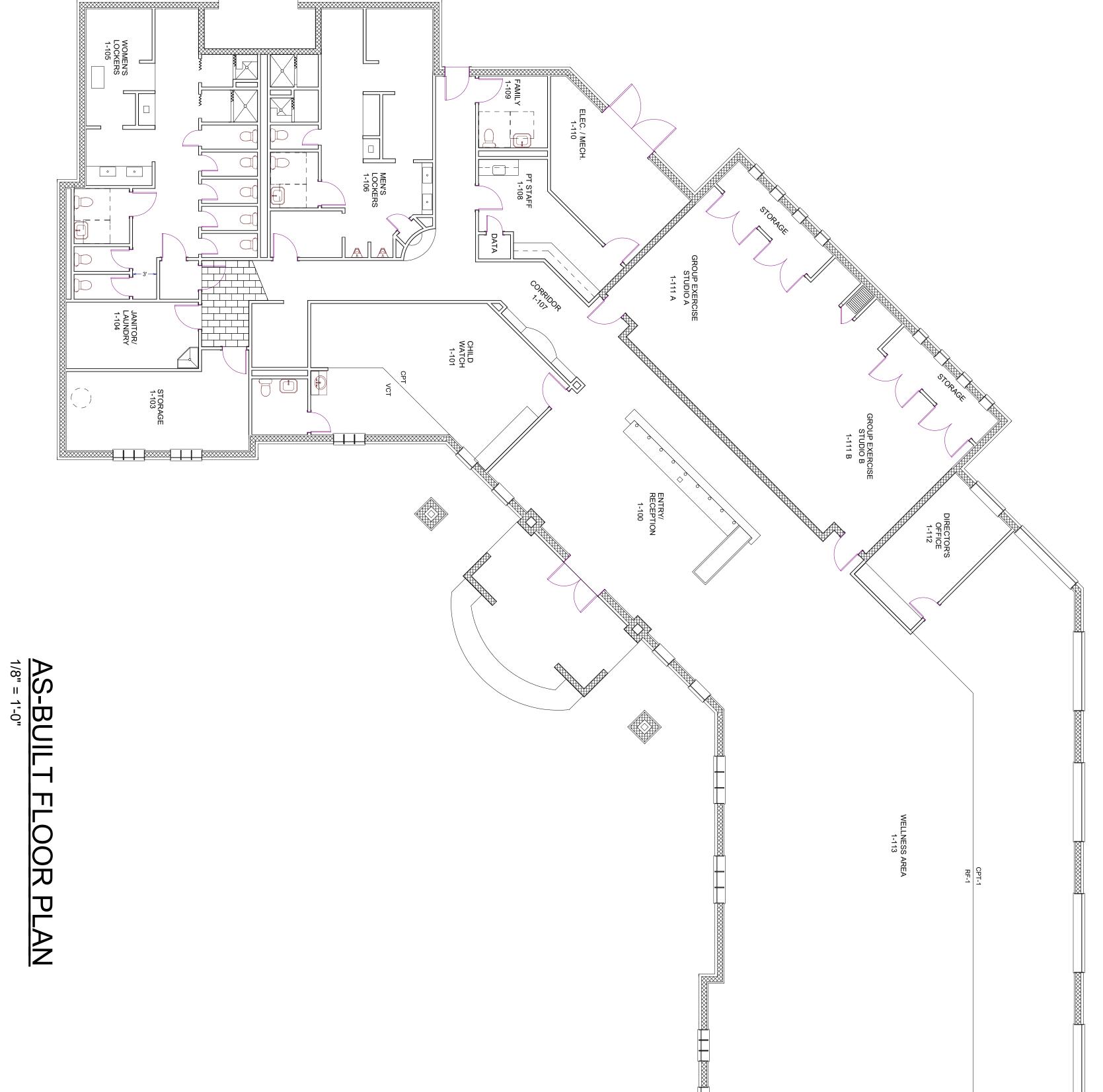
AP300R *** CHECK DATES 10/01/2022 - 10	/31/2022 *** SWE	COUNTS PAYABLE ETWATER CREEK K B AMENITY		UTER CHECK REGIS	TER RUN 11/18/22	PAGE 2
CHECK VEND#INVOICE DATE DATE INVOIC	EXPENSED TO E YRMO DPT ACCT# SU		NDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
	3 202209 330-53800-52 FECTANT GYM WIPES	100		*	1,560.00	
51011		LLOYD'S EXERCI	SE EQUIPMENT	LLC		1,560.00 002182
	49 202210 330-53800-41 SS CTR BUS VOICE EDG	000		*	110.85	
10/18/22 BB-157	49 202210 330-53800-41 ALINAS GUARDHOUSE	100		*	114.00	
LAS C.		MARSHALL CREEK	CDD			224.85 002183
10/27/22 00016 10/18/22 BB-221	0- 202210 330-53800-47 S LUMBER - RPR FENCE	800		*	51.50	
WHIT		MARSHALL CREEK	CDD			51.50 002184
10/27/22 00038 10/24/22 100499		200		*	795.00	
AUNUA	L PREVENT MAINT	SOUTHEAST FITN	ESS REPAIR			795.00 002185
					16 050 00	
			TOTAL FO	R BANK B	16,873.98	
			TOTAL FO	R REGISTER	16,873.98	

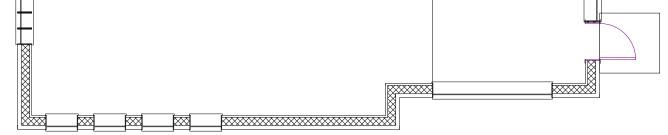
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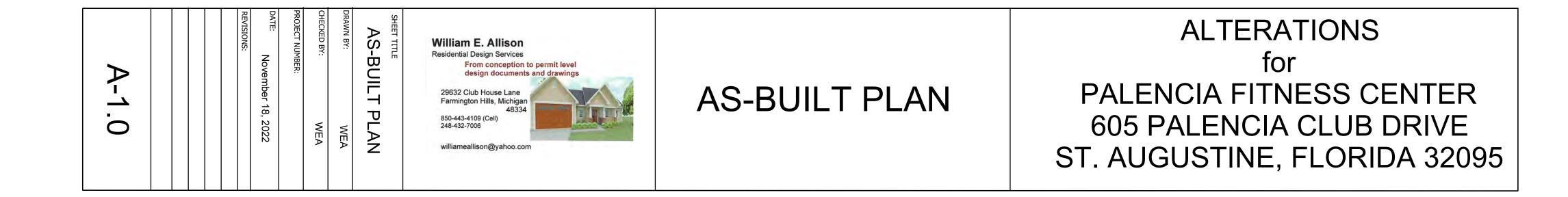
FIFTH ORDER OF BUSINESS

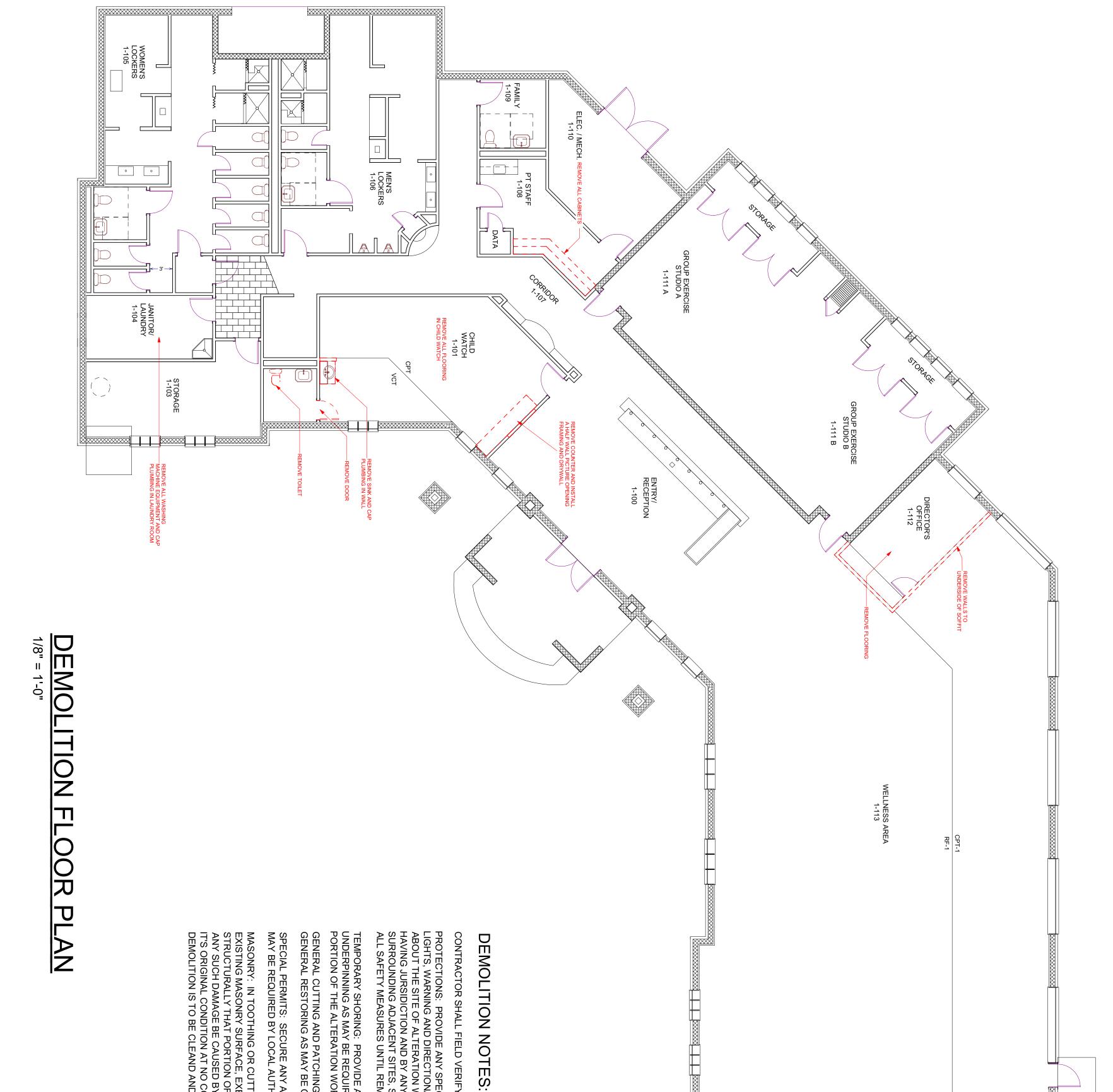
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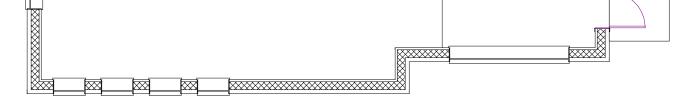
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PROTECTIONS: PROVIDE ANY SPECIAL BARRICADING AND MAINTAIN ANY REQUIRED LIGHTS, WARNING AND DIRECTIONAL SIGNS AND OTHER PROTECTIONS NEAR AND ABOUT THE SITE OF ALTERATION WORK AS MAY BE REQUIRED BY LOCAL AUTHORITIES HAVING JURSIDICTION AND BY ANY OTHER NECESSARY MEANS PROTECT ANY SURROUNDING ADJACENT SITES, STRUCTURES, PROPERTIES AND UTILITIES. MAINTAIN ALL SAFETY MEASURES UNTIL REMOVAL IS DIRECTED BY OWNERS REPRESENTATIVE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ANY LOAD BEARING CONDITION.

TEMPORARY SHORING: PROVIDE ANY TEMPORARY SHORING, CRIBBING OR UNDERPINNING AS MAY BE REQUIRED OR DIRECTED AT ANY TIME AND IN ANY PORTION OF THE ALTERATION WORK FOR THE DURATION OF SUCH WORK.

GENERAL CUTTING AND PATCHING: PERFORM ANY AND ALL CUTTING AND PATCHING AND GENERAL RESTORING AS MAY BE OCCASIONED BY THE ALTERATION WORK.

SPECIAL PERMITS: SECURE ANY AND ALL PERMITS TO DEMOLISH AND RENOVATE AS MAY BE REQUIRED BY LOCAL AUTHORITIES HAVING JURISDICTION OVER SUCH WORK.

MASONRY: IN TOOTHING OR CUTTING BACK FOR JOINERY TO OR CONTAINING AN EXISTING MASONRY SURFACE, EXERCISE CARE SO AS NOT TO WEAKEN STRUCTURALLY THAT PORTION OF THE STRUCTURE WHICH IS TO REMAIN. SHOULD ANY SUCH DAMAGE BE CAUSED BY MASONRY OPERATIONS, RESTORE SURFACE TO IT'S ORIGINAL CONDITION AT NO COST TO THE OWNER. BRICK TAKEN FROM OPENING DEMOLITION IS TO BE CLEAND AND STORED ON SITE FOR REUSE.







FLOOR PLAN 1/8" = 1'-0"

WALL LEGEND

NEW INTERIOR WALL	NEW 1 HOUR FIREWALL	EXISTING WALL	
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BUILDING STRUCTURE

FIREWAL Nonbea 3/4" = 1'-0" ALTERING ONE SIDE WALL REC

EXISTING 1/2" DRYWALL TO REMAIN

BUILDING STRUCTURE

CPT-1 RF-1

WELLNESS AREA 1-113

×.

TWO LAYERS 5/8" FIRECODE DRYWALL

MINERAL WOOL BATT INSULATION

ng Wall Rating - 1 HR.	DESIGN NO.
	U465

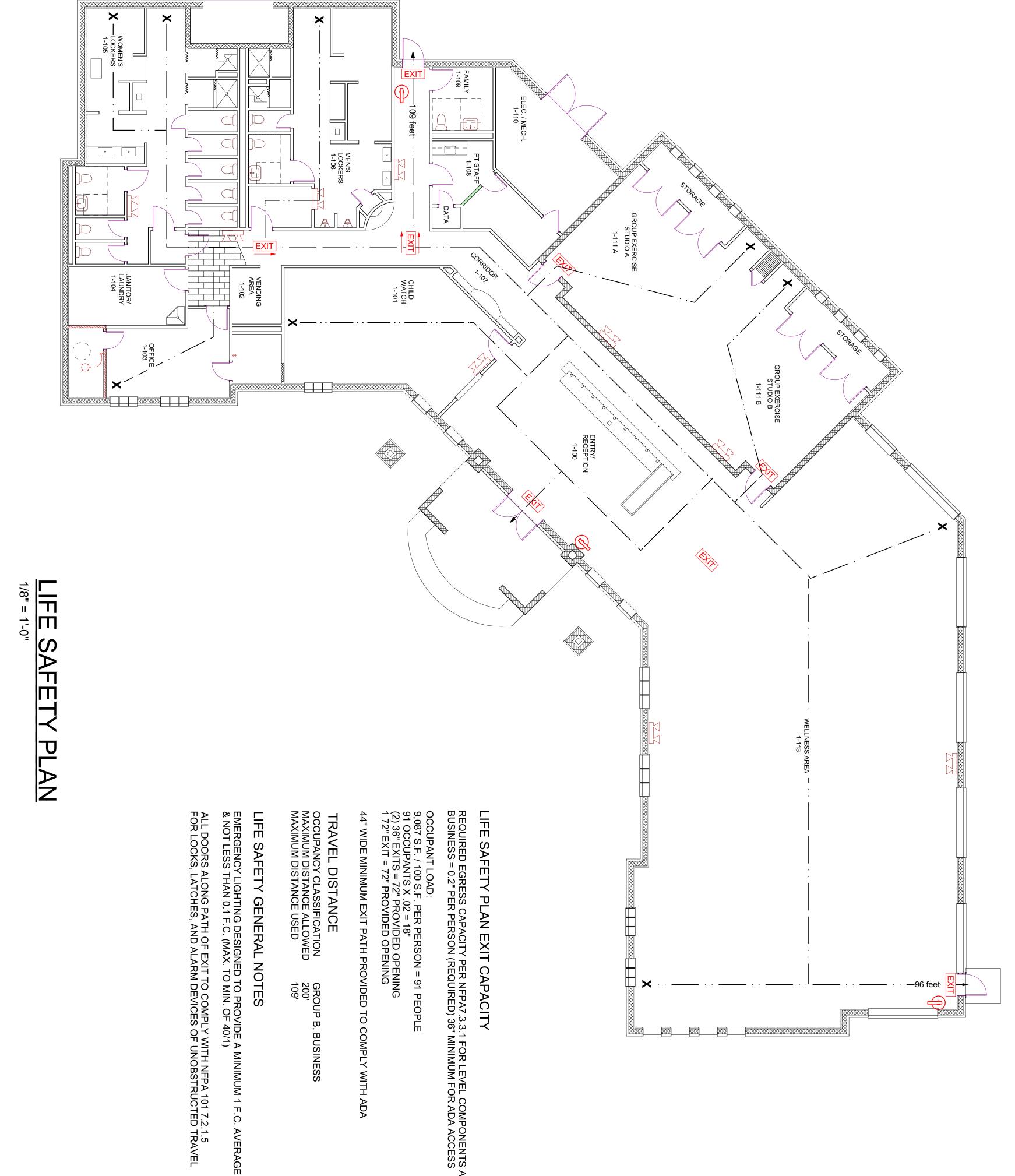
FIRE CAULK EACH SIDE - CONTINUOUS CELING 3-5/8" METAL STUD WALL FRAMING FIBERGLASS BATT INSULATION FIBERGLASS BATT INSULATION EACH SIDE	Dearir Dearir	De TO ACCOMMODATE AN EXISTING RECONSTRUCT	
FIRE CAULK EACH SIDE - CONTINUOUS GEILING 3-5/8" METAL STUD WALL FRAMING FIBERGLASS BATT INSULATION 5/8" FIRECODE DRYWALL EACH SIDE			
CELING 3-5/8" METAL STUD WALL FRAMING FIBERGLASS BATT INSULATION 5/8" FIRECODE DRYWALL EACH SIDE	000000000000000000000000000000000000000	SIDE	
3-5/8" METAL STUD WALL FRAMING MINERAL WOOL OR FIBERGLASS BATT INSULATION 5/8" FIRECODE DRYWALL EACH SIDE	100000000	CEILING	
MINERAL WOOL OR FIBERGLASS BATT INSULATION 5/8" FIRECODE DRYWALL EACH SIDE	100000000000000000000000000000000000000		
MINERAL WOOL OR FIBERGLASS BATT INSULATION 5/8" FIRECODE DRYWALL EACH SIDE	1000000000000	STUD WALL	
	000000000000000000000000000000000000000	MINERAL WOOL OR FIBERGLASS BATT INSULATION	
	000000000000000000000000000000000000000		

A-1.3		<text><text><text><text><text></text></text></text></text></text>	FLOOR PLAN	ALTERATIONS for PALENCIA FITNESS CENTER 605 PALENCIA CLUB DRIVE ST. AUGUSTINE, FLORIDA 32095
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3-5/8" METAL STUD WALL FRAMING

FIRE CAULK EACH SIDE -CONTINUOUS

CEILING





ALTERATIONS

for

PALENCIA FITNESS CENTER

605 PALENCIA CLUB DRIVE

ST. AUGUSTINE, FLORIDA 32095

REQUIRED EGRESS CAPACITY PER NFPA7.3.3.1 FOR LEVEL COMPONENTS AND RAMPS BUSINESS = 0.2" PER PERSON (REQUIRED) 36" MINIMUM FOR ADA ACCESS

LIFE SAFETY PLAN

TO COMPLY WITH ADA

'n BUSINESS

William E. Allison **Residential Design Services**

29632 Club House Lane Farmington Hills, Michigan 48334

williameallison@yahoo.com

850-443-4109 (Cell) 248-432-7006

From conception to permit level design documents and drawings

IEET

LIFE SAFETY PLAN

NN BY:

WEA

KED BY:

WEA

November

18,

, 2022

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2.

Invision Construction, Inc.

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

Jim Oliver Phone: 904-940-5850

475 West Town Place, Suite 114 St. Augustine, Fl 32092 Job Address: 1879 N Loop Pkway St. Augustine, FL 32095 **Print Date:** 11-21-2022

Proposal for PALENCIAL revised 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
General Conditions 1020 - Management	Project Management, Office and Misc. Dumpsters, Porta Potty, Insurance, equipment and Tooling.	Other	1	\$18,600.00
Permit and drawings 1010 - Building permits	Allowance for drawing and permitting	Allowance	1	\$4,000.00
Dust Mitigation 1540 - Cleaning service	Dust walls, Air scrubbers, Tac mats, mediation filters	Labor, Material	1	\$2,242.00
Mobilization & Demo 1300 - Demolition	Remove interior framing, drywall and flooring.	Labor, Equipment	1	\$7,000.00

Items	Description	Cost Type	Qty/Unit	Unit Price
Storefront window 3290 - Window Labor	Remove and store glass onsite for temp access.	Labor, Material	1	\$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
Door and hardware install in new office 4280 - Interior Doors	Add door and hardware in New office	Labor, Material	1	\$2,750.00
Flooring 5550 - Flooring	Install customer provided flooring in new Gym areas. install customer provided flooring in the Kids room.	Labor	1	\$2,500.00
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
Electrical 5730 - Electrical	rework of electric after demo CCTV RELOCATION ALLOWANCE : \$4,300	Subcontractor	1	\$6,100.00
Ceiling grid and Lighting 5130 - Acoustical Ceiling	Add ceiling in office with lighting	Labor, Material	1	\$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

Items	Description	Cost Type	Qty/Unit	Unit Price
Framing 3210 - Framing labor	Framing in Break room	Labor, Material	1	\$1,550.00
Demo Breakroom 1300 - Demolition	Demo of door to reuse and cabinets in break room	Labor, Material	1	\$2,500.00
Drywall Finishing 5100 - Drywall	Drywall finishing in break room	Labor, Material	1	\$1,300.00
HVAC duct rework for break room 3610 - HVAC— rough	run and tie in duct for break room	Labor, Material	1	\$1,865.00
Electrical rework in break room 5730 - Electrical	rework electrical from demo and for lighting in breakroom	Labor, Material	1	\$3,400.00
Door for breakroom 4280 - Interior Doors	door for interior break room	Labor, Material	1	\$2,700.00
Window Option Add Alternate \$8500 3300 - Windows Materials	Add window to exterior of building	Labor, Material	1	\$0.00

Total Price: \$97,177.00

*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.

Reason for Action



Disclaimer

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



Heartline Fitness Systems 7520 Standish Place Suite 250 Rockville MD 20855 **United States**

Bill To

Quote #85169

11/03/2022

Bill To	Ship To
Sweetwater CDD	Sweetwater CDD
Palelcia Swim & Fitness Center	Palelcia Swim & Fitness Center
1865 North Loop Parkway	1865 North Loop Parkway
Saint Augustine FL 32095-8401	Saint Augustine FL 32095-8401
United States	United States

Contact Name - Phone Number - Email	Terms	Submitted By
Erin Gunia - (904) 829-8584 - Erin.Gunia@FSResidential.com	50% Deposit/50% Net 15	451 Kelly Spivey

Item	Qty	Description	Rate	Amount
400-240-009	1	Smart Resistance Wall Gym & Cable Caddy Complete Kit, including exercise sign MSRP: \$1475	\$965.00	\$965.00
MS-02135/P	1	Gibson Double Wall Mounted Ballet Barre - 11' x 1 1/2" Poplar w/ 3 brackets	\$336.00	\$336.00

\$1,301.00	Subtotal
	Discount
\$195.75	Shipping Cost
\$0.00	Tax Total (0%)
\$1,496.75	Total



Email Approved quotes to your sales rep: kelly.spivey@heartlinefitness.com

Standard Terms and Conditions:

Service labor is estimated and may vary depending on underlying issues, customer approval will be requested if additional service labor is required. All unit prices are F.O.B. Destination.

These prices are subject to change after 30 days from the document date.

Post-installation entertainment (television) requirements will be handled as a billable service visit.

The above quotation is computed to be performed during regular business hours.

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.

There will be a 20% restocking charge on all merchandise ordered but not accepted.

A preventative Maintenance Agreement is available for all equipment.

An equipment lease is available with approved credit.

We accept all major credit cards for payment, however, there is a nominal 3% processing fee for invoices over \$1000.00.

Hold and Storage: Should an install be delayed by the client more than 60 days from the initial install date, Heartline reserves the right to charge the client a storage fee until the install is completed. If the future estimated install date exceeds 90 days Heartline reserves the right to require an additional deposit of up to 75% of the order.

Proposals must be signed and emailed to your sales rep for processing: kelly.spivey@heartlinefitness.com

Approval Signature:

Name: _____ Date: _____



Heartline Fitness Site Survey (To be completed and returned with signed approval)				
Heartline Fitness will contact customer 24 to 48 hours prior to delivery & installation. Please provide two contact names a numbers.				
Primary contact name & number: ()				
Secondary contact name & number: ()				
Facility Name:				
Complete ship to address:				
City: State: Zip Code:				
Is this location under construction? Yes / No If Yes: When is the construction scheduled for completion?				
Can the location accommodate a 28' box truck? Yes / No				
On what floor level will the equipment be installed?				
Is there an elevator available for the delivery? Yes / No If Yes: Weight limit: Door dimensions:				
Will the equipment need to be carried through any stairs? (Please include both inside & outside stairs) Yes / No				
What is the narrowest measurement of the stairs?				
What is the narrowest width of the door the equipment must pass through?				
Does the ceiling height meet or exceed the minimum required 94"? Yes / No				
Please describe anything unusual about your facility that could affect delivery:				
What are the best days/hours for delivery? Days: M T W T F Hours:				
Deliveries can take up to several hours to complete depending on the amount of equipment and challenges of the facility.				
All equipment is shipped directly from our manufacture's factory				
Our warehouses specialize in delivery & installation of all commercial fitness equipment. You Should receive your shipment approximately 7 - 10 business days from ship date.				
Requirements: 110/120V Power supply (Dedicated circuit and NEMA 5-20R outlet receptacle required for treadmills)				
Acknowledgement of power requirement Initials:				
Site Survey Completed by:				





P.O. Box 398 Lewis Center, OH 43035 740-548-7033 - office 740-548-7044 - fax

Bill To:

Palencia Swim and Fitness Club attn: Erin Gunia 1865 North Loop Parkway St. Augustine, Fl 32095

Proposal

Proposal Number 26067

Proposal Date 10/18/2022

www.design2wellness.com

Ship To: 1865 North Loop Parkway St. Augustine, FL 32095

Product #	Product Description	Qty	Unit Price	Total
MG-PS84-VRS-06	Matrix/Magnum 4' x 8' VRS Sound Suppression Hardwood Platform, Stand-Alone	1	3,045.00	3,045.00
Shipping	Shipping Charges from the manufacturer to Design2Wellness Warehouse		400.00	400.00
Installation	Delivery & Installation		300.00	300.00
	Sales Tax		0.00%	0.00
				¢2 745 00
	Kelly Naylor		Total	\$3,745.00
Sales Representative	knaylor@design2wellness.com mobile 740-816-1884			
Customer Signature and Date				Terms:
Please accept this signed quotation a	s a purchase order and acceptance of the price, terms and condtions b	elow:	Net 3	30 After Delivery
	balance due upon delivery or approved purchase orders.			
All quotes are valid for 30 days from				osal Expires On
Restocking fees, storage fees or othe	r penalties may be charged for cancellations, delays or returns.			11/18/2022

For complete terms & conditions please visit design2wellness.com.



P.O. Box 398 Lewis Center, OH 43035 740-548-7033 - office 740-548-7044 - fax

Bill To:

Palencia Swim and Fitness Club attn: Erin Gunia 1865 North Loop Parkway St. Augustine, Fl 32095

Proposal

Proposal Number 26114

Proposal Date 10/28/2022

11/28/2022

www.design2wellness.com

Ship To:

1865 North Loop Parkway St. Augustine, FL 32095

Product #	Product Description	Qty	Unit Price	Total
MG-A62	Matrix/Magnum Seated Preacher Curl	1	919.00	919.00
G3-S76	Matrix Aura Rotary Hip	1	3,463.00	3,463.00
G3-S73	Matrix Aura Prone Leg Curl	1	2,950.00	2,950.00
G3-S60	Matrix Aura Dip/Chin Assist	1	3,281.00	3,281.00
Shipping	Shipping Charges from the manufacturer directly to customer		1,200.00	1,200.00
	location		.,	.,
Installation	Delivery & Installation		800.00	800.00
	Total sales tax calculated by AvaTax		0.00	0.00
	Sales Tax		0.00%	0.00
	Kelly Naylor		Total	\$12,613.00
Sales Representative	knaylor@design2wellness.com mobile 740-816-1884	L		1
Customer Signature and Date				Terms:
	as a purchase order and acceptance of the price, terms and condtions b	elow:	Net 3	30 After Delivery
Standard terms are 50% deposit and All quotes are valid for 30 days from	d balance due upon delivery or approved purchase orders. date of issue.		Prop	osal Expires On

Restocking fees, storage fees or other penalties may be charged for cancellations, delays or returns. For complete terms & conditions please visit design2wellness.com.



P.O. Box 398 Lewis Center, OH 43035 740-548-7033 - office 740-548-7044 - fax

Bill To:

Palencia Swim and Fitness Club attn: Erin Gunia 1865 North Loop Parkway St. Augustine, FI 32095

Proposal

Proposal Number 26023

Proposal Date 10/11/2022

www.design2wellness.com

Ship To: 1865 North Loop Parkway St. Augustine, FL 32095

Product #	Product Description	Qty	Unit Price	Total
SPEC-Raceway	CRG Cable Raceway; Signature, 6" x 7" Alum080, Powder Coated, Price Per LF	73	65.54795	4,785.00
	(1) Raceway at 61ft long, (1) Raceway at 12ft long			
	Powdercoat colors: Lid: T375-BK26 Silver Vein Base: T001-BK120 Black			
Shipping	Shipping Charges from the manufacturer directly to customer location. Crate fees, Liftgate and call ahead services included.		1,486.00	1,486.00
Installation	Delivery & Installation (includes floor plug cutout on bottom of raceway and lagging raceways to concrete floor)		850.00	850.00
	Lead time from time of approved order is approx 3 weeks.			
	Please note pricing does not include installation			
	Total sales tax calculated by AvaTax		0.00 0.00%	0.00 0.00
	Kelly Naylor		Total	\$7,121.00
Sales Representative	knaylor@design2wellness.com mobile 740-816-1884			
Customer Signature and Date				Terms:

Please accept this signed quotation as a purchase order and acceptance of the price, terms and condtions below:

Standard terms are 50% deposit and balance due upon delivery or approved purchase orders.

All quotes are valid for 30 days from date of issue.

Restocking fees, storage fees or other penalties may be charged for cancellations, delays or returns. For complete terms & conditions please visit design2wellness.com.

Lease

Proposal Expires On 11/11/2022

Fitness Center Audio

a proposal for



erin.gunia@fsresidential.com 9048144531 1865 North Loop Parkway St. Augustine, FL 32095

Prepared on 01/28/2022 by John Prince II



Five Smooth Stones Audio Video & More 12795 San Jose Boulevard Suite 7 Jacksonville, FL 32223 www.fivesmoothstonesav.com 904-619-7355

About Us

Five Smooth Stones Audio Video is a home entertainment and technology systems provider like no other. We have over 16 years of experience designing and installing systems in thousands of homes and businesses all over Florida's First Coast and Orlando.

What do we offer? All the newest and best TVs, surround sound systems, home cinemas, home network and WiFi systems that actually cover your whole home, home music systems, iPhone/iPad control systems, home automation, energy management, interactive "smarter" security systems with mobile device control, and so much more. We tailor our designs to make your home and business the best place on earth for you to live, work or just relax... we believe life is best lived at home.

Our mission is simple: We help make homes safe, smart and fun so your family can live better.

Areas & Items

Studio

Items		Sell Price	Qty	Total
-	Episode ECA-70MIXAMP-1-240 Episode 240 Watt Rack Mountable 70 Volt Commercial Amplifier-Mixer	\$1,263.95	x1	\$1,263.95
	Episode ECS-500-AW70V-8-BLK Episode Commercial Surface Mount, All Weather, 70V Series 8 in. Speaker (Black Each)	\$604.95	x4	\$2,419.80
2	Paradigm Shift BD1 Bluetooth Audio Receiver 120V	\$59.99	x1	\$59.99
	Labor Professional Services - Two Technicians	\$240.00	x6	\$1,440.00
		Studio	o Total	: \$5,183.74
Financ	al Summary			

Parts	\$3,743.74
Parts Total	\$3,743.74
Labor Total	\$1,440.00
Subtotal	\$5,183.74
Sales Tax	\$243.34
Parts: 6.5%	

Proposal Total \$5

\$5,427.08

Payment Schedule

Prepaid in Advance.

B.

INFORMAL PROJECT MANUAL

FOR

PICKLEBALL COURT CONSTRUCTION SERVICES

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Issued December ____, 2022

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PICKLEBALL COURT CONSTRUCTION/INSTALLATION SERVICES REQUEST FOR PROPOSALS SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT St. Johns County, Florida

Notice is hereby given that the Sweetwater Creek Community Development District ("**District**") will accept proposals from qualified firms ("**Proposers**") interested in providing construction and installation services of four pickleball courts in the District 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 via electronic mail from Scott Lockwood of England-Thims & Miller, Inc. at LockwoodS@etmine.com.

In order to submit a proposal, each Proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. The District reserves the right in its sole discretion to make changes to the Project Manual. <u>This is an informal bid. No protest rights or other procurement rights will be afforded to any Proposer.</u>

Firms desiring to provide services for this project must submit proposals no later than December 29, 2022 at 12:00 p.m. (EST) to the offices of England-Thims & Miller, Inc., 14775 Old S. Augustine Road, Jacksonville, Florida 32258, Attention: Scott Lockwood, District Engineer. Proposals may be submitted in person or sent via regular mail; provided, however, it is the Proposers responsibility to ensure timely delivery of said 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. 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 in the District's discretion.

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. <u>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. There are no protest rights or procurement requirements associated with this bid. Any and all questions relative to this project shall be directed in writing by e-mail only to District Manager, Jim Oliver at joliver@gmsnf.com, with a copy to the District's Engineer at LockwoodS@etminc.com.</u>

Sweetwater Creek Community Development District District Manager

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT Pickleball Court Construction/Installation Services

St. Johns County, Florida

Instructions to Proposers

1. **DUE DATE.** Sealed proposals ("**Proposals**") must be received by interested parties ("**Proposer**") no later than December 29, 2022 at 12:00 p.m. at the offices of England-Thims & Miller, Inc., 14775 Old S. Augustine Road, Jacksonville, Florida 32258, Attention: Scott Lockwood. Proposals received after the time and date stipulated may not be considered.

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

DATE	EVENT
December, 2022	RFP package available.
Generally available up until	Site is available for Proposers to
project closing.	visit/inspect on your own.
December 22, 2022	Deadline for questions.
December 29, 2022	Proposals submittal deadline.
January 5, 2023	Anticipated Award

3. 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.

FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission 4. 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, 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 construction services thereof. The Proposer understands that the project site is open and that he may visit it independently to evaluate the project site. 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. 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

5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work 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.

6. **PROJECT MANUAL.** The "Project Manual" and any addenda thereto, may be obtained from the District Engineer at LockwoodS@etminc.com. Upon receiving the Project Manual, Proposers shall contact the District Engineer at LockwoodS@etminc.com and confirm their receipt of the entirety of the Project Manual, as determined by comparing the contents of the Project Manual with the Table of Contents.

7. 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.

8. 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.

9. 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 joliver@gmsnf.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after December 22, 2022, at 12:00 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.

10. SUBMISSION OF PROPOSAL. Submit one (1) digital PDF copy (flash drive 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 – Pickleball Court Construction/Installation Services) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

11. 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.

12. PROPOSAL FORMS. 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 construction plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

13. 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 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. Proposer's organizational chart.
- C. 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.
- D. 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.
- E. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, pickleball court (and preferably sump) construction services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- F. A list of the total annual dollar value of work completed for the last three (3) years.
- G. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- H. 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. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and G.
- I. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- J. Completed proposal pricing sheet. All responses must provide unit prices for each of the items described in the Project Manual. If additional services are added during

the term of the contract, compensation for such services shall be based on the unit prices provided.

- K. A current certificate of insurance.
- L. A list of any and all lawsuits that the Proposer is or has been a party to in the past five (5) years.
- M. A list of any and all licensure disciplinary actions the Proposer or its employees is or has been a party to in the past five (5) years.

14. 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 fifteen (15) 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.

15. 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.

16. 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. This is an informal request for proposals process because it is anticipated the amount of work required falls under public procurement thresholds.

17. CONTRACT AWARD. Within fifteen (15) 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. The District and the selected contractor ("Contractor") will execute a contract for a specified term. 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.

18. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must be authorized to do business in Florida and hold all required state and federal licenses in good standing. 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.

19. 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.

20. 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.

21. 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.

22. 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 shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

23. 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.

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS PICKLEBALL COURT CONSTRUCTION/INSTALLATION SERVICES

EVALUATION CRITERIA

1. <u>Personnel & Equipment</u> (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. <u>Experience</u> (20 Points Possible) (_____ Points Awarded)

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

3. <u>Understanding Scope of RFP</u> (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. <u>Financial Capacity</u> (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. <u>Price</u> (25 Points Possible) (_____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid. 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. * * 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) x 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) x 25 = 12.35, therefore, Contractor "C" will receive 12.35 of 25 points.

6. <u>Reasonableness of ALL Numbers</u> (15 Points Possible) (_____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs.

<u>Proposer's Total Score</u> (100 Points Possible) (_____ Points Awarded)

END

**Please note that while the Board intends to use these evaluation criteria to score the proposals, this is an informal bid and the Board may elect to move forward with the Proposer it deems to be in the District's best interests without regard to using the evaluation criteria set forth herein.

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 the Sweetwater Creek Community Development District's ("District") request for proposals for pickleball court construction/installation 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, 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; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) 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 ______, 2022.

Proposer:		
By:		
Title:		

STATE OF ______ COUNTY OF ______

The foregoing instrument was acknowledged before me by means of \Box physical presence or \Box online notarization this _____ day of ______, 2022, by ______ of _____, who is \Box personally known to me or \Box who has produced ______ as identification, and \Box did or \Box did not take the oath.

Notary Public, State of Florida	
Print Name:	
Commission No.:	_
My Commission Expires:	-

PROPOSAL FORM PART I – GENERAL INFORMATION

• Proposer General Info	rmation:	
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	e (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 F (e.g., individua		ership, limited liability company, etc.)
In what State was the I	Proposer organized?	Date
Is the Proposer in good	l standing with that S	State? Yes No
If no, please	e explain	

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

	explain	
What are the Proposer's	s current insurance limi	its?
General Liability Automobile Liability Workers Compensation Expiration Date	\$ \$ \$	- - -
<i>Licensure</i> – Please list licenses are presently in		d federal licenses, and state whether suc
PART	PROPOSAL FC	
	II – PERSONNEL AN	ID EQUIPMENT
	II – PERSONNEL AN	
List the location of the F	II – PERSONNEL AN Proposer's office, which	ID EQUIPMENT
List the location of the F Street Address P. O. Box (if any)	II – PERSONNEL AN Proposer's office, which	ND EQUIPMENT a would perform work for the District.
List the location of the F Street Address P. O. Box (if any) City	II – PERSONNEL AN Proposer's office, which State	ND EQUIPMENT a would perform work for the District Zip Code
List the location of the F Street Address P. O. Box (if any) City Telephone	II – PERSONNEL AN Proposer's office, which State	ND EQUIPMENT a would perform work for the DistrictZip Code

• *Proposed Staffing Levels - construction 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.
- Subcontractors Does the Proposer intend to use any subcontractors in connection with the work? Yes <u>No</u> 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 / Resp	oonsibilities:		
Please describe the sub	ocontractor's role in c	other projects on behalf of the Proposer:	
Project Name/Location	1:		
Contact:	Contact Phor	ne:	
Project Type/Descripti	on:		
Proposer's Scope of Se	ervices 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.

OFFICERS

DATE:_____

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

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)		1	

SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER:_____

DATE:_____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

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

PROPOSER:_____

DATE:_____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

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 construction services work completed for each of the last three (3) years:

2021 =	
2020 =	
<u>2019 =</u>	

• Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. Attach additional sheets if necessary.

Project Name/Location:	
Contact:	Contact Phone:
Project Type/Description:	
How was the project similar t	o this project?

	ors used:
Is this a current co	tract? Yes No
Duration of contra	t:
(Information rega	ding similar projects – continued)
Project Name/Loc	tion:
Contact:	Contact Phone:
Project Type/Desc	iption:
Dollar Amount of	Contract:
How was the proje	et similar to this project?
List of equipment	sed on site:
List of subcontract	ors used:
List of subcontract	ors used:
List of subcontrac	ors used:
List of subcontract	
Is this a current co	
Is this a current co Duration of contra	tract? Yes No
Is this a current co Duration of contra (Information regar	tract? Yes No t:
Is this a current co Duration of contra <i>(Information regar</i> Project Name/Loc	tract? Yes No t: ding similar projects – continued)
Is this a current co Duration of contra <i>(Information regar</i> Project Name/Loc Contact:	tract? Yes No t: ding similar projects – continued) tion:
Is this a current co Duration of contra <i>(Information regar</i> Project Name/Loc Contact: Project Type/Desc	tract? Yes No t: ding similar projects – continued) tion: Contact Phone:

] -	List of equipment used on site:	
I	List of subcontractors used:	
-	s this a current contract? Yes No	
I	Duration of contract:	
	Has the Proposer been cited by OSHA for any job site or company office/shop safety violo in the past five years? Yes No	ati
Ι	f yes, please describe each violation, fine, and resolution	
1	What is the Proposer's current worker compensation rating?	_
	Has the Proposer experienced any worker injuries resulting in a worker losing more than to [10] working days as a result of the injury in the past five years? Yes No	en
I	f yes, please describe each incident	
f	Please state whether or not the Proposer or any of its affiliates are presently barred or suspo from proposing or contracting on any state, local, or federal contracts? Yes No If yes, please provide:	en
-	The names of the entities	
-	The state(s) where barred or suspended	
	The period(s) of debarment 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.

• Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes (_) No (_) If yes, provide the following:

Identify the Case # and Tribunal:_____

Describe the Nature of the Action:

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

• Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes (_) No (_) If yes, please explain:

• Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes (_) No (_) If yes, please explain:

PROPOSAL FORM PART IV - PRICING

PROPOSAL FORM – SIGNATURE PAGE

Contractor/Firm Name			_
Firm Address			_
City/State/Zip			_
Phone Number		Fax Number	_
Name and Title of Represe	entative	(Please Print)	_
Representative's Signature	<u>}</u>		_
Date			
declare that I have read the answered, and all of the in	foregoing Propo formation provid	S	are fully and completely
		Proposer:	
		By:	
STATE OF COUNTY OF		Title:	
physical presence or □ ofof	online notarizati	orn to (or affirmed) and subscribed be ion this day of , who is	2022 , by e or \Box who has produced
		Notary Dublic State of Florida	

orida

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 _____ 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	, 2022.

Proposer:		
By:		
Title:		

STATE OF _____ COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ____ day of _____, 2022, by _____ of _____, who is □ personally known to me or □ who has produced ______ as identification, and □ did or □ did not take the oath.

Notary Public, State of Flo	orida
Print Name:	
Commission No.:	
My Commission Expires:	

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 ______ 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 ______, 2022.

Proposer:_____

By:_____

Title:

STATE OF _____ COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this day of ______, 2022, by _______ of ______, who is one personally known to me or one who has produced ________ as identification, and one did or one did not take the oath.

Notary Public, State of Florida				
Print Name:				
Commission No.:				
My Commission Expires:				

PICKLEBALL COURT CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this day of 2022, by and between:

> Sweetwater Creek Community Development District, a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, FL 32092 (the"District"); and

> _____, a _____, whose address is with the District, "Parties").

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District desires to retain an independent contractor to provide construction services of four (4) pickleball courts, the scope of services and the construction site plan of which are identified in the attached **Composite Exhibit A** and described herein and Contractor represents that it is capable of providing such services and desires to contract with the District to do so in accordance with the terms of this Agreement;

WHEREAS, the District's Board of Supervisors has elected not to require a payment and performance bond because this Agreement is for work that is \$200,000 or less;

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

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

2. **DESCRIPTION OF WORK AND SERVICES.**

- A. The duties, obligations, and responsibilities of the Contractor are to provide the construction work and services described in Exhibit A, attached hereto and incorporated herein ("Project").
- **B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met. Contractor shall report directly to the District Manager or his/her designee.
- C. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within a reasonable time, but not to exceed seven (7) days.

3. COMPENSATION. The contract price for the work shall be as set forth in Exhibit A. All such amounts shall be due upon completion of the Project. At such time, the Contractor shall submit to the District invoices and supporting documentation ("Payment Application") for the services satisfactorily performed by Contractor to complete the Project. The District agrees to remit payment for said services within twenty-five (25) days of receipt of an appropriate Payment Application from Contractor. The submission by Contractor of its Payment Application shall be a representation by Contractor that all work indicated therein as complete is complete and has been completed in accordance with this Agreement. Approval of Contractor's Payment Application shall be approved by the District upon the following conditions being satisfied: i) District's certification that the Project is satisfactorily complete; ii) completion of any applicable punch-list items; iii) assignment of all manufacturer's or subcontractor's warranties on material or equipment installed; iv) final waivers/releases of lien from all vendors, subcontractors and materialmen which have provided labor and/or materials for performance of the services necessary to complete the Project which shall accompany Contractor's Payment Application; and v) execution of a wavier and release of lien. Contractor acknowledges that payment for services does not constitute acceptance of the specific services or the Project.

4. CHANGE ORDERS. Contractor understands that the Project may be reduced, enlarged or otherwise modified in scope. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District or the District Manager's designee. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event this is a unit price Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in this Agreement. In the event this Agreement is not a unit price agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all workmanship and materials shall be of good quality, and free from faults and defects. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, and without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Further, the Contractor hereby assigns all manufacturers' warranties to the District, and shall provide evidence of the same with the Contractor's submittal of the Payment Application.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional

registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interests of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

6. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability as set forth in the certificates attached as **Exhibit B.** Contractor acknowledges that it is not carrying builder's risk insurance, but agrees that Contractor shall be responsible for all risk of loss to the materials, fixtures and/or equipment being used in the Project until completion of the Project and turnover to the District. With the exception of the Worker's Compensation policy, the Contractor's insurance policies shall include and list as additional insureds the following: "The Harrison Ranch Community Development District, and its supervisors, staff, attorneys, engineers, consultants, employees, contractors and representatives." At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 30 days written notice to the District. An insurance certificate and any necessary endorsements evidencing compliance with this section shall be sent to the District at the time of execution of this Agreement.

7. TIMING. The Contractor shall be obligated to complete the Project within the time frames set forth herein. Upon the District's request, Contractor shall furnish such evidence as the District requires concerning ability to timely complete the Project. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet or maintain construction schedules.

8. LIQUIDATED DAMAGES. [RESERVED.]

9. ACCEPTANCE OF SITE. By executing the Agreement, the Contractor acknowledges that the Contractor has visited the project site and has become familiar with the existing site conditions. Contractor agrees to take responsibility for any and all issues arising from the site conditions, as they relate to Contractor's work, provided however that the District shall otherwise be responsible for any pre-existing site conditions that are identified to the District by the Contractor prior to the Contractor starting work. No additional costs or time will be charged by Contractor for matters associated with unsuitable soils or any other matters associated with the site conditions.

10. SUBCONTRACTORS. By appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the services to be performed by the subcontractor, to be bound to the Contractor by terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's services, which the Contractor assumes toward the District. Each subcontract agreement shall preserve and protect the rights of the District under the Agreement with respect to the services to be performed by the Subcontractor so that subcontractor to enter into similar agreements with subsubcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor swill

similarly make copies of applicable portions of such documents available to their respective proposed sub-subcontractors.

11. SHOP DRAWINGS. [Reserved.]

12. ACCEPTANCE BY LOCAL GOVERNMENTS. Contractor acknowledges that all work may be subject to inspections, tests, and approvals by local, federal, state, other governmental entities, or utility company inspectors and that all or some portion of the work may be conveyed to another governmental entity or utility company. No work is complete until it passes final inspection / approval by the applicable local, federal, state, other governmental entities, or utility companies. Contractor shall provide at its expense any written warranties, certifications, bonds or other documentation as may be required in connection with the conveyance of any work, or as may be otherwise required, by any county, federal, state, other governmental entities or utility companies.

13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE <u>NOT</u> SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

14. **PUBLIC ENTITY CRIMES.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. <u>287.017</u> for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

15. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control. In

particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

16. COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly or by anyone for whose acts Contractor may be liable.

17. **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, which may include, but not be limited to, the right of actual damages 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.

18. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. 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.

20. 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.

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

22. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

23. 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.

24. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

25. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

26. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall not exceed the greater of the Contractor's insurance limits required hereunder or \$2,000,000.00, the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties;

however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

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

28. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Project set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to the terms of this Agreement.

29. TERMINATION. The District shall have the right to terminate this Agreement at any time and upon written notice, whether due to Contractor's failure to perform in accordance with the terms of this Agreement or for any or no reason. Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement, provided however that the District is first given a reasonable opportunity to cure any such failure. The District's liability upon any termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Project up to the date of the notice of termination, less any offsets or claims that the District may have.

30. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

31. 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, 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. Contractor acknowledges that the designated public records custodian for the District is Jim Oliver, District Manager ("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 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.

32. 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.

33. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

34. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

35. CONFLICTS. This instrument shall be read in harmony with its exhibits. To the extent that this document conflicts with any of its exhibits, this document shall control.

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

ATTEST:

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

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□ Secretary

□ Assistant Secretary

By:	
□ Chairperson	
V. <u>C</u> 1 ·	

□ Vice Chairperson

Date:

ATTEST:

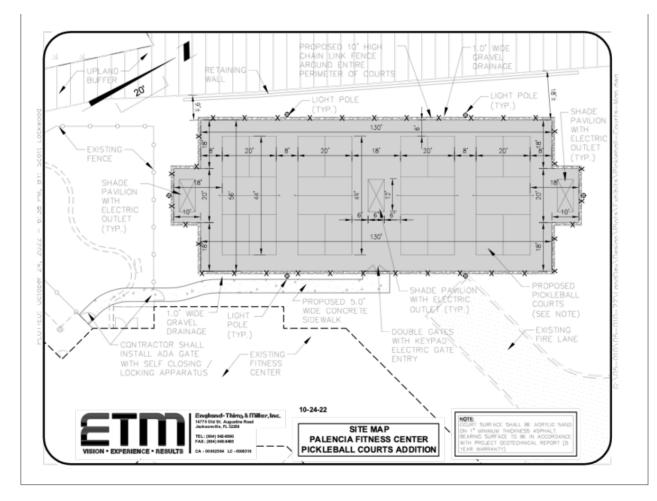
By:	 		
Its:			

By:			
Its:			
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Comp. Exhibit A:Scope of Services and Location MapExhibit B:Insurance Certificate

COMPOSITE EXHIBIT "A"

Scope of Services and Site Plan



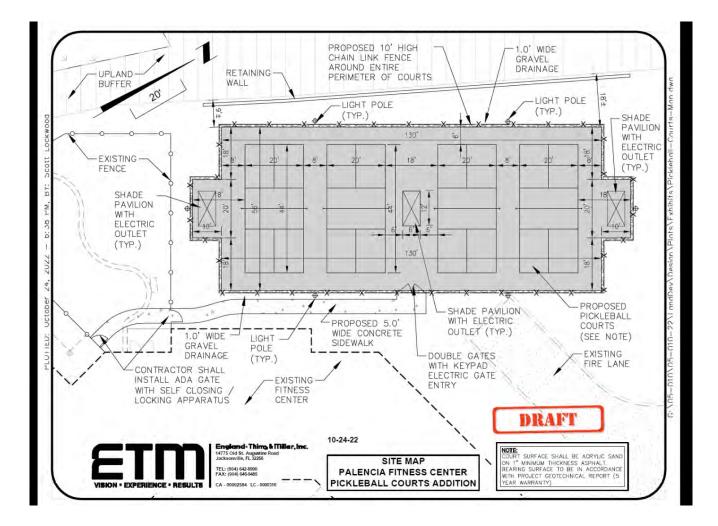


Exhibit B

Insurance Certificate w/Endorsements

SIXTH 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. <u>Act in the Public Interest.</u> 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. <u>Comply with the Law.</u>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. <u>Act Professionally and Civilly.</u> All Supervisors should refrain from abusive conduct and verbal attacks upon the character or motives of other members of the

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

actions. Supervisors should avoid making any personal, uncivil attacks on any member of the public, including fellow Supervisors or District staff.

- 4. <u>Follow laws, rules, and policies.</u> 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

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

NINTH ORDER OF BUSINESS

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022) Effective Date: ______, 202___

In accordance with Chapters 190 and 120 of the Florida Statutes, and on ______, 202_____ at a duly noticed public meeting, the Board of Supervisors ("Board") of the Marshall Creek Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District ("Amenities" or "Amenity").

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District's Amenities.

3. Access Cards / Key Fobs. Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person's access card or key fob for violation of the District's rules and policies established for the safe operations of the District's Amenities.

4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a "Violation"):

a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;

b. Failing to abide by the terms of rental applications;

c. Permitting the unauthorized use of a key fob or access card or otherwise facilitating or allowing unauthorized use of the Amenities;

d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;

e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

f. Failing to abide by any District rules or policies (e.g., Amenity Rules);

g. Treating the District's staff, contractors, representatives, residents, landowners [Patrons] or guests, in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;

i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's guest or a member of their household committing any of the above Violations.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners [Patrons] or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. **Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

8. Initial Suspension from Amenities. The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The

Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

14. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section. TWELFTH ORDER OF BUSINESS



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: 58
- (B) Name and address of Payee: England, Thims & Miller Inc 14775 Old St. Augustine Rd Jacksonville FL 32258

(C) Amount Payable: \$1,486.25

(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 # 205415 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

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.

fall the

Consulting Engineer

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

VISION • EXPERIENCE • RESULTS

 November 02, 2022

 Project No:
 05010.22000

 Invoice No:
 0205415

Project05010.22000Palencia Fitness Center Addition and Modification (WA#12)Professional Services rendered through October 29, 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	4,500.00	0.00
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	25,000.00	0.00
4. Regulatory Permitting/Approvals					
4a. SJCUD Water, Sewer, Reuse Plan Rev.	4,000.00	15.00	600.00	600.00	0.00
4b. SJC DRC Submittal & Construction	3,250.00	20.00	650.00	650.00	0.00
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	5,000.00	0.00
Total Fee	48,350.00		35,750.00	35,750.00	0.00
	Total Fee				0.00
		Total f	this Task		0.00
sk 06 Bidding Service					
	Current	Prior	To-D	Date	
Total Billings	0.00	14,133.75	14,133	3.75	
Contract Limit			15,000	0.00	
Remaining			866	6.25	
		Total 1	this Task		0.00
sk 07 CEI Services					

Note: Discuss pickleball and have a couple of meetings to provide layout for pickleball courts

England-Thims & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8969 • fax 904-646-9465

CA-00002584 LC-0000316

Professional Personnel

			Hours	Rate	Amount	
Senior	Engineer		nours	Nate	Anount	
	ckwood, Scott	10/15/2022	1.25	205.00	256.25	
	ckwood, Scott	10/22/2022	2.75	205.00	563.75	
	ckwood, Scott	10/29/2022	3.25	205.00	666.25	
	Totals	10/20/2024	7.25	200.00	1,486.25	
	Total La	bor			11.1910-1	1,486.25
			Current	Prior	To-Date	
Total E	Billings		1,486.25	0.00	1,486.25	
	ontract Limit		10000	CALLS .	12,500.00	
	maining				11,013.75	
				Total th	is Task	\$1,486.25
Task	XP	Expenses				
				Total th	is Task	0.00
			Inv	oice Total this	Period	\$1,486.25
Outstandi	ng Invoices					
	Number	Date	Balance			
	0204510	9/1/2022	10,120.00			
	000 10 10	10/0/0000	15 040 75			

0204943 10/6/2022 15,013.75 25,133.75 Total

England - Thims & Miller, Inc. ENGINEERS • PLAINERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS (4776 Old St. Augustibe Roots • Jankownike, Porda 20255 • 16/504 442-8956 • Iax 904 646-6466 C4-0000264 · LO-6000218

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: 59
- (B) Name and address of Payee: Sweetwater Creek CDD Capital Reserve Fund

475 West Town Place Ste 114 St Augustine FL 32092

(C) Amount Payable: \$10,375.00

(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 # 21.069 Palencia Fitness Club Studio 1+ Professional Design Services

(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.

fel Chil

Consulting Engineer

studio 🗗

INVOICE

2733 Donaldson Drive Orlando, Florida 32812 407-590-0505

Date: 11/30/2021 INVOICE # 21.069

To

Ernesto Torres Sweetwater Creek Community **Development District** Palencia Fitness Club 605 Palencia Club Drive St. Augustine, FL. 32095

5A 033,000.13100.10000

Project	studio1+ Project Number

Palencia Fitness Club	Pa	lencia	Fitness	Club
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2	1-045	

Description	Contract Amount	Previously Billed	Current Invoice %	Amount Due
Professional Design Services: Concept Design Completion	\$6,250.00	0	100%	\$6,250.00
Professional Design Services: Construction Cost Estimating	\$4,125.00	0	100%	\$4,125.00
			Total	\$10,375.00

lotal

Make all checks payable to studio1+ Thank you for your business!



Construction Cost Services, LLC

7061 Grand National Drive #108, Orlando, FL 32819

Phone (407) 370-0848 -- Fax (407) 370-0851

Date Submitted:	October 19, 2021
Invoice #:	CCS21-042-01
То:	Joe Knous Studio One Plus Orlando, FL
Project:	RE: Estimating Services - Palencia - Community Recreational Modifications - St Augustine, FL - Conceptual Estimate

RE: Estimating Services - Palencia - Community Recreational Modifications - St Augustine, FL - Conceptual Estimate						
					5	Fotal
Proposed Lump Sum	1	ls	\$	4,125.00	\$	4,125
Total due this invoice					\$	4,125

Please let me know if you have any questions.

Sincerely,

Rob Bauer Principal

From: Ernesto Torres etorres@gmsnf.com

Date: February 2, 2022 at 12:31 PM To: Bernadette Peregrino bperegrino@gmsnf.com

Cc: Margaret Bronson mbronson@gmsnf.com, Alison Mossing amossing@gmstnn.com

Just \$10,375.00.

- Ernesto Torres

Governmental Management Services

From: Bernadette Peregrino

bperegrino@gmsnf.com>

Date: Wednesday, February 2, 2022 at 10:58 AM

To: Ernesto Torres <etorres@gmsnf.com>

Cc: Margaret Bronson <mbronson@gmsnf.com>, Alison Mossing

<amossing@gmstnn.com>

Subject: Re: Palencia Project

Ernesto,

Just tried to call. I want to confirm that there are two invoice to process in the pdf. We Studio 1+ for \$10,375.00 and Construction Cost Services LLC for \$4,125.

Thank you, Bernadette Peregrino District Accountant 475 West Town Place Ste 114 Saint Augustine, FL 32092 Tel and Fax: <u>904-239-5309</u> <u>bperegrino@gmsnf.com</u>

On Feb 2, 2022, at 5:56 AM, Ernesto Torres <<u>etorres@gmsnf.com</u>> wrote:

Please process the attached using capital reserve. Once the revised engineer's report is approved, I will reimburse it from capital projects. For now let's pay it from capital reserve.

- Ernesto Torres Governmental Management Services ET

2.

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 14Sweetwater 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: _____



www.etminc.com tel 904-642-8550 • fax 904-642-4165 14775 Old St. Augustine Road • Jacksonville, Florida 32258

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

ETM Surveying & Mapping, Inc.

Government Management Services, LLC c/o Mr. Jim Oliver

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.

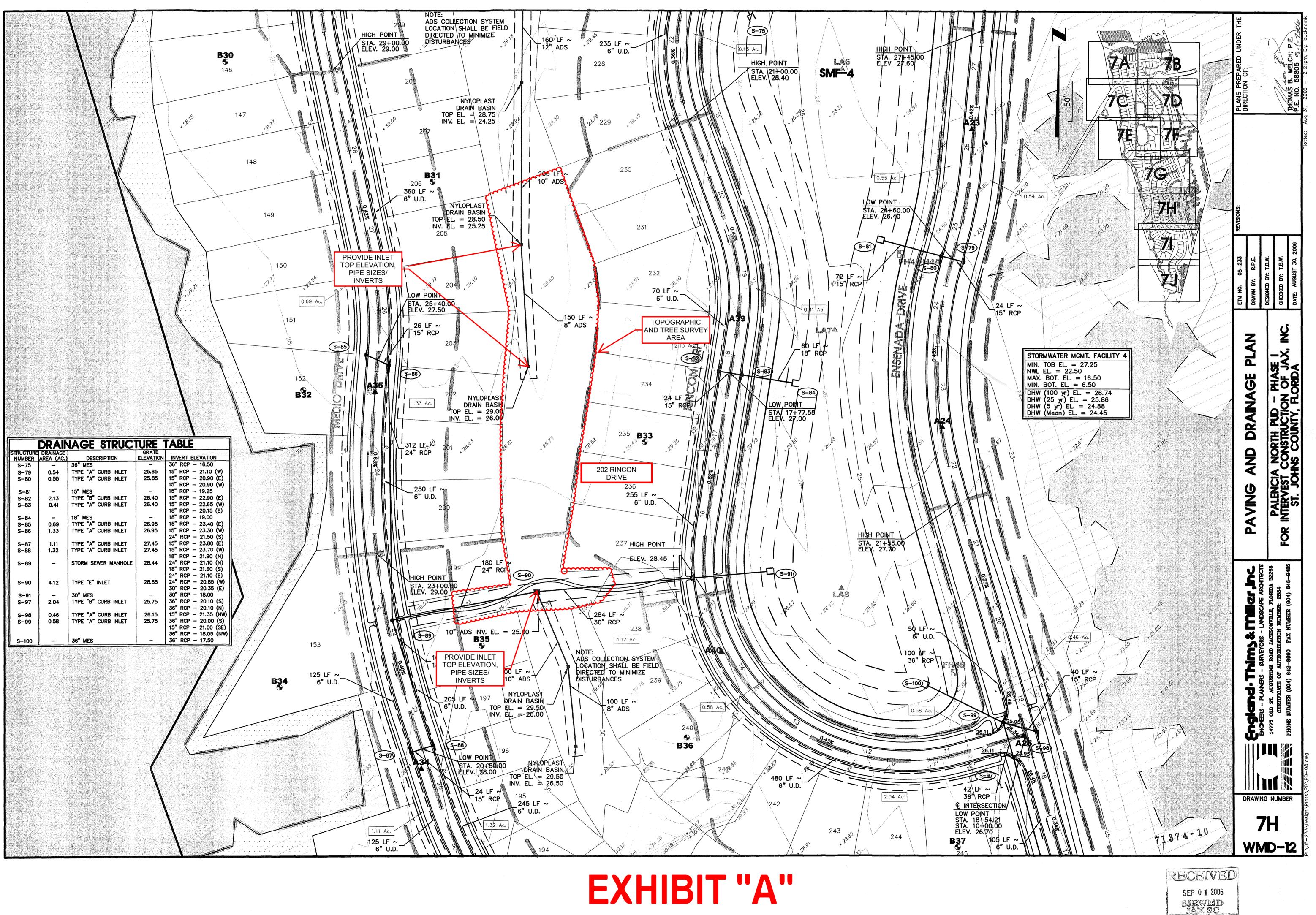
Ban

Barry L. Scott Director of Survey Operations, Shareholder

Accepted		day	
of		5	2022.
By:			
	Signa	ture	
-			_
F	Print Nam	e and Title	

Company

Attachments: General Conditions





D.

12/1/2022

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

December 1, 2022

To: The Board of Supervisors

From: Chris Hall Field Operations Manager

RE: Sweetwater Creek Operations Report – December 1, 2022

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

Completed Items

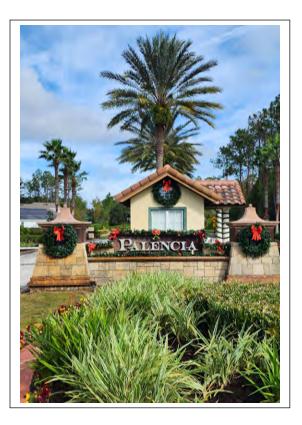




Replaced the missing crosswalk sign

Completed Projects

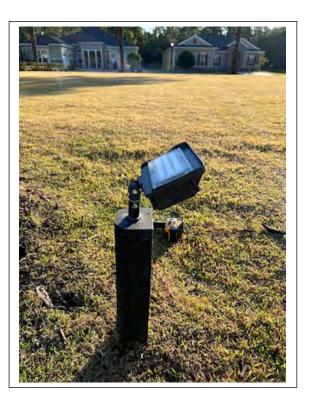




Holiday decorations have been put up at the guard shack.

Completed Items





Repaired/replaced more broken lights at the La Palma Park.

Completed Project





Repainted and striped the basketball court

Project in Progress





Painting light and sign poles throughout the district

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 baske	tball court	10/24/22	СН	Legal has requested the deposit back, and RMS Is re-painting the surface			
Basketball court painting		11/21/22	СН	RMS painted and restriped the basketball court.			
Holiday Decorations		11/21/22	СН	RMS put out holiday decorations at the guard shack.			
Missing crosswalk sign		11/21/22	СН	Replaced the missing sign with an extra sign we had in storage.			
Move the radar signs		11/22/22	СН	Radar signs have been moved to a diferent location.			
Broken lights at the La Palma Park		11/21/22	СН	Repaired more lights at the La Palma Park. (Vandalism)			
Install cabinets to protect the new irrigation controllers.		On going	СН	Ordered the controller cabinets and began installing over the irrigation controllers			
Painting the decrative street light poles.		On going	СН	Prepping and painting the light pole throughout Sweetwater.			
Sod replacement by roundabout		11/21/22	СН	Duval replaced a lot of the dying sod directly past the roundabout.			