

*Sweetwater Creek  
Community Development District*

*Agenda*

*February 8, 2023*

## *AGENDA*

**Sweetwater Creek  
Community Development District**

475 West Town Place, Suite 114

St. Augustine, Florida 32092

www.SweetwaterCreekCDD.com

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February 1, 2023

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 **Wednesday, February 8, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of the Consent Agenda
  - A. Minutes of the January 5, 2023 Meeting
  - B. Financial Statements
  - C. Check Register
- IV. Staff Reports
  - A. Landscape Team
    - 1. Maintenance and Irrigation Reports
    - 2. Consideration of Proposal for Landscape and Irrigation Maintenance Services for Fitness Center, Competition Pool, and Dog Park Areas
  - B. District Counsel
  - C. District Engineer
    - 1. Ratification of Requisitions 66 and 68
    - 2. Consideration of Requisitions 67, 69, 70, and 71
  - D. Field Manager – Report
  - E. District Manager

- F. Director of Amenities
- V. Discussion of Updated Comcast Proposal
- VI. Updates on Capital Improvement Projects
  - A. Fitness Center (Supervisor Lisotta)
  - B. Pickleball Courts (Supervisor Smith)
  - C. Parks (Supervisor Usina)
- VII. Food Court Cooperation with Marshall Creek (Supervisor Cervelli)
- VIII. Discussion on Envera (Supervisor Cervelli)
- IX. Discussion of Final Asphalt Lift on Certain District Roads (Supervisor Handler)
- X. Discussion of St. Johns River Water Management Matters
- XI. Consideration of Resolution 2023-04, Setting a Public Hearing to Consider Adopting Revised Suspension and Termination Rules
- XII. Other Business
- XIII. Supervisor Requests / Public Comment
- XIV. Next Scheduled Meeting – Thursday, March 2, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XV. Adjournment

**PUBLIC CONDUCT:** Members of the public are provided the opportunity for public comment during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers. Speakers shall refrain from disorderly conduct, including launching personal attacks; the Presiding Officer shall have the discretion to remove any speaker that disregards the District's public decorum policies. Public comments are not a Q&A session; Board Supervisors are not expected to respond to questions during the public comment period.

### *THIRD ORDER OF BUSINESS*

*A.*

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

The regular meeting of the Board of Supervisors of the Sweetwater Creek Community Development District was held on Thursday, **January 5, 2023** at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

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

Also present were:

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

*The following is a summary of the discussions and actions taken at the January 5, 2023 Sweetwater Creek Community Development District's Regular Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Handler 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 asked if anything can be done on speeding in the community. Mr. Lisotta responded that the CDD has investigated speed bumps, however the County will not allow installation of speed bumps in the community. Currently the CDD has speed signs for tracking purposes as well as roving Sheriff's Office deputies. It was noted residents can call the Sheriff's Office to request additional patrols.

**THIRD ORDER OF BUSINESS**

**Approval of the Consent Agenda**

**A. Minutes of the December 1, 2022 Meeting**

Mr. Handler asked if there were any comments or corrections from the Board. Mr. Oliver noted corrections were provided by Supervisors Usina and Lisotta prior to the meeting.

**B. Financial Statements**

Copies of the financial statements were provided in the agenda package for informational purposes.

**C. Check Register**

Mr. Usina asked for clarification on the check written to the State Board of Administration. Mr. Oliver stated that it is a State of Florida operating account, which is used for public entities to invest funds at a higher rate of interest than what would be received with traditional government checking accounts.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, the Consent Agenda, was approved 5-0.
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**TWELFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Landscape Team**

Mr. Todd informed the Board his team has been working on lifting of the oak trees and is now moving over to trimming the ornamental grasses in preparation for Spring. It was noted that repellent has been placed on the annual flowers, however, there has been no improvement. Mr. Lisotta suggested coordinating with Marshall Creek as their flowers do not appear to be affected by the deer.

Mr. Handler asked how the smart irrigation controllers are working out so far. Mr. Todd responded that they're doing exactly what they are intended for.

**B. District Counsel**

Ms. Kilinski updated the Board on the status of a grounded boat in the community, noting her office received a call from St. Johns County Sheriff's Office stating that the boat has been



signed over from the owner to the State of Florida. The State of Florida has accepted responsibility for removal at its cost.

Ms. Kilinski also informed the Board that there is a process under St. Johns County ordinance for designating parks as “safe places”, which essentially means that sexual offenders and sexual predators are not permitted in areas so designated. Currently St. Johns County has not designated any special district parks as safe places. With the help of Supervisor Usina, counsel has submitted all open spaces owned by the District by either address or parcel ID number to St. Johns County. Feedback from the County regarding the submittal is anticipated to be provided by January 13<sup>th</sup>. Marshall Creek is working on the same process.

Mr. Lisotta stated his concern with the enforceability of the resolution on the agenda for approval as it relates to events such as falls festivals or Christmas tree lightings that are open air events and/or geared toward adults in addition to children. Ms. Kilinski stated the language in the resolution closely mirrors the St. Johns County ordinance and makes it abundantly clear to anybody that may be registered that they are not permitted to attend children centered events. Chairman Handler added it's important that the public realize that the CDD is doing everything it can within its legal means to try to protect children but the Board and staff noted that the CDD is not, and does not have authority to provide, police enforcement and cannot “guarantee” anyone’s safety. It was noted exemptions apply when those that are registered attend events with their children.

### **C. District Engineer**

#### **1. Ratification of Requisitions 60-62**

Mr. Oliver gave an overview of requisition numbers 60 through 62, noting they were signed between meetings to ensure timely processing.

#### **2. Consideration of Requisitions 63-65**

Mr. Oliver gave an overview of requisitions 63 through 65 and informed the Board that the invoice behind number 63 was processed through the capital reserve fund during the holiday period to expedite payment. The requisition will be revised to reimburse the District’s capital reserve account.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, requisition numbers 60-62 were ratified, and numbers 63-65 were approved 5-0.

**D. Field Manager – Report**

Mr. Hall provided the Board with an overview of the operations report, a copy of which was included in the agenda package.

Mr. Smith mentioned the broken guard gate and asked if there is evidence of who caused the damage. Mr. Hall stated that camera footage can be requested from Envera in order to determine who is responsible for reimbursing the District for any repairs needed.

Mr. Usina suggested seeking quotes for placing a camera at the gate shack facing the exit barrier. Mr. Hall was directed to obtain quotes.

**E. District Manager**

There being nothing to report, the next item followed.

**F. Director of Amenities – Consideration of Estimates for Pool Heaters**

Ms. Gunia informed the Board that during demolition of her office, it was found that there is an electric conduit that cannot be worked around. The estimate to move the conduit ranges from \$4,800 to \$5,200.

On MOTION by Mr. Usina, seconded by Mr. Lisotta, with all in favor, moving the conduit was approved 5-0.

Ms. Gunia also informed the Board that to maintain the aesthetic of the fitness center, replicating the doors would cost around \$4,000 per door, however an alternative option has been found that could be stained after purchasing for \$2,000 to \$2,500. The door would be located in the hallway across from the men's room.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, purchasing a new door in an amount not to exceed \$2,500 was approved 5-0.

Ms. Gunia stated that rain glass was proposed to create privacy in the larger archway of the fitness center while still maintaining air flow. She was given an estimate of \$850. There were no objections from the Board members so long as the budget allows for such.

Ms. Gunia presented three estimates for replacing the gas heaters for the pool ranging from \$8,264 to \$12,589.84 and noted she recommends Pinch-a-Penny, as they were the installer of the electric pool heaters which have had no issues thus far.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, the estimate from Pinch-a-Penny to replace the gas pool heaters was approved 5-0.

#### **FIFTH ORDER OF BUSINESS**

#### **Discussion of Updated Comcast Proposal**

Mr. Smith informed the Board Comcast has provided additional options that will be presented at the February Board meeting.

#### **SIXTH ORDER OF BUSINESS**

#### **Updates on Capital Improvement Projects**

##### **A. Fitness Center**

Ms. Gunia stated that completion of the fitness center project is estimated for the third week of January. She is looking to schedule a grand opening event upon completion.

##### **B. Pickleball Courts**

Mr. Smith informed the Board that the survey has not yet been completed for the pickleball court area. He also stated that a resident that lives near the fitness center has requested acoustic panels that can be installed along the fence surrounding the courts to reduce noise.

##### **C. Parks**

Mr. Usina informed the Board that Mr. Hall has been working on obtaining bids for park equipment and fencing for a dog park. He noted plans may change once feedback is provided by the County on which areas may or may not be designated as safe spaces.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2023-03 on Prohibited Activities for Sexual Offenders and Predators in Reliance on SJC Ordinance 2009-43**

Mr. Handler noted this item was discussed earlier in the meeting and asked for a motion for approval.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, Resolution 2023-03 regarding prohibiting sexual offenders and predators from participating in holiday activities was approved 4-0.

## **EIGHTH ORDER OF BUSINESS**

### **Other Business**

Mr. Smith brought up a letter sent recently reminding residents that they are prohibited from removing or negatively impacting vegetation in conservation easement areas, and that fines and penalties may be imposed on the District as the owner of those areas, which will ultimately be imposed on the residents through an increase in assessments if necessary. Mr. Oliver noted that shortly before the December meeting staff was informed that there was an allegation of an encroachment into the preserve area by a resident. The water management district investigated and found that those charges were not substantiated. Ms. Kilinski stated that staff plans to send a similar letter annually.

Mr. Usina asked if a section of road that connects to the guard shack is county maintained, or maintained by the Las Calinas HOA, and if so, can it be conveyed to the appropriate owner. Ms. Kilinski stated that it could be determined through requisitions if the roadway was paid for by bond proceeds.

Mr. Lisotta asked if the Board would consider moving the February meeting date as he is unavailable. The Board settled on moving the meeting to February 8, 2023.

On MOTION by Mr. Lisotta, seconded by Mr. Handler, with all in favor, moving the next meeting date to February 8, 2023 was approved 4-0.

## **NINTH ORDER OF BUSINESS**

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

#### **Supervisor Comments:**

Mr. Handler asked that anything that needs to come before the Board be provided in time to be included in the agenda package, rather than requiring handouts at the meeting.

Mr. Handler also asked what the status is on money owed to the District for the basketball court resurfacing. Mr. Smith responded that he and Mr. Oliver would be contacting the vendor the next day.

Mr. Usina asked that the landscape reports be submitted in a timely manner so that they can be included in the agenda package. Mr. Lisotta suggested giving them a specific deadline, such as the 25<sup>th</sup> of each month. The Board members also mentioned wanting more detailed reports.

Mr. Oliver informed the Board that a change order has been received from Invision Construction. Ms. Gunia noted the change order includes flooring for her office, different lighting, and door hardware, among other things.

**TENTH ORDER OF BUSINESS****Next Scheduled Meeting**

The next scheduled meeting was moved to February 8, 2023 and will be held at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

**ELEVENTH ORDER OF BUSINESS****Adjournment**

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

*B.*

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

***Unaudited Financial Reporting***  
***December 31, 2022***



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**Sweetwater Creek**  
**Community Development District**  
**Balance Sheet**  
**December 31, 2022**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>					
Cash:					
Cash - Operating Account	\$ 124,775	\$ -	\$ 28,675	\$ -	\$ 153,451
Cash - Amenity Account	\$ 99,876	\$ -	\$ -	\$ -	\$ 99,876
Cash - Debit Card Account	\$ 2,626	\$ -	\$ -	\$ -	\$ 2,626
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 108,906	\$ -	\$ -	\$ 108,906
Revenue	\$ -	\$ 240,824	\$ -	\$ -	\$ 240,824
Prepayment	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenue	\$ -	\$ 20,290	\$ -	\$ -	\$ 20,290
Construction	\$ -	\$ -	\$ -	\$ 1,082,865	\$ 1,082,865
Prepaid Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Investment SBA	\$ 18,281	\$ -	\$ 70,362	\$ -	\$ 88,643
Investment - Custody	\$ 582,289	\$ -	\$ -	\$ -	\$ 582,289
Due From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Due From Capital	\$ -	\$ -	\$ 35,715	\$ -	\$ 35,715
Due from Other	\$ 596	\$ -	\$ 1,733	\$ -	\$ 2,329
<b>Total Assets</b>	<b>\$ 828,444</b>	<b>\$ 503,090</b>	<b>\$ 136,486</b>	<b>\$ 1,082,865</b>	<b>\$ 2,550,884</b>
<b>Liabilities:</b>					
Accounts Payable	\$ 83,002	\$ -	\$ 15,000	\$ -	\$ 98,002
Accrued Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Amenity	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ 83,002</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ 98,002</b>
<b>Fund Balances:</b>					
Assigned For Debt Service	\$ -	\$ 503,090	\$ -	\$ -	\$ 503,090
Assigned For Capital Reserves	\$ -	\$ -	\$ 121,486	\$ -	\$ 121,486
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 1,082,865	\$ 1,082,865
Unassigned	\$ 745,441	\$ -	\$ -	\$ -	\$ 745,441
<b>Total Fund Balances</b>	<b>\$ 745,441</b>	<b>\$ 503,090.03</b>	<b>\$ 121,486</b>	<b>\$ 1,082,865</b>	<b>\$ 2,452,882</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 828,444</b>	<b>\$ 503,090</b>	<b>\$ 136,486</b>	<b>\$ 1,082,865</b>	<b>\$ 2,550,884</b>

**Sweetwater Creek**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b><u>Revenues:</u></b>				
Assessments	\$ 1,665,410	\$ 533,769	\$ 533,769	\$ -
Fitness Center Revenue	\$ 1,400	\$ 350	\$ 845	\$ 495
Interest	\$ -	\$ -	\$ 2,466	\$ 2,466
<b>Total Revenues</b>	<b>\$ 1,666,810</b>	<b>\$ 534,119</b>	<b>\$ 537,079</b>	<b>\$ 2,961</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 9,600	\$ 2,400	\$ 1,600	\$ 800
Engineering Fees	\$ 25,000	\$ 6,250	\$ 2,538	\$ 3,712
District Counsel	\$ 35,000	\$ 8,750	\$ 23,410	\$ (14,660)
Audit Fees	\$ 3,700	\$ -	\$ -	\$ -
Arbitrage	\$ 500	\$ 500	\$ 500	\$ -
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 5,000	\$ 1,250	\$ 1,088	\$ 162
Trustee Fees	\$ 3,800	\$ 3,143	\$ 3,143	\$ -
District Management Fees	\$ 35,000	\$ 8,750	\$ 8,750	\$ -
Telephone	\$ 700	\$ 175	\$ 183	\$ (8)
Postage	\$ 1,500	\$ 375	\$ 1,037	\$ (662)
Public Official Insurance	\$ 4,564	\$ 4,564	\$ 4,088	\$ 476
Copies	\$ 1,000	\$ 250	\$ 1,224	\$ (974)
Miscellaneous	\$ 1,500	\$ 375	\$ 457	\$ (82)
Legal Advertising	\$ 2,700	\$ 675	\$ 77	\$ 598
Information Technology	\$ 1,050	\$ 263	\$ 263	\$ -
Website Maintenance	\$ 800	\$ 200	\$ 200	\$ (0)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Cost Share Expense - Marshall Creek	\$ 40,000	\$ -	\$ -	\$ -
<b>Total General &amp; Administrative:</b>	<b>\$ 174,089</b>	<b>\$ 40,594</b>	<b>\$ 51,233</b>	<b>\$ (10,638)</b>
<b><u>Operation and Maintenance</u></b>				
Electric	\$ 75,000	\$ 18,750	\$ 16,543	\$ 2,207
General Insurance	\$ 6,148	\$ 6,148	\$ 5,507	\$ 641
Landscape Maintenance (1)	\$ 346,000	\$ 86,500	\$ 97,819	\$ (11,319)
Landscape Improvements	\$ 80,000	\$ 20,000	\$ 400	\$ 19,600
Lake Maintenance	\$ 27,940	\$ 6,985	\$ 4,614	\$ 2,371
Fountain Maintenance	\$ 1,500	\$ 375	\$ -	\$ 375
Irrigation Repairs & Maintenance	\$ 22,000	\$ 5,500	\$ 5,687	\$ (187)
Storm Clean-Up	\$ 2,000	\$ 500	\$ -	\$ 500
Field Repairs & Maintenance	\$ 31,300	\$ 7,825	\$ 3,039	\$ 4,786
Tree Removals	\$ 12,540	\$ 3,135	\$ 11,568	\$ (8,433)
Streetlight Repairs	\$ 2,250	\$ 563	\$ -	\$ 563
Signage Repairs	\$ 1,500	\$ 375	\$ -	\$ 375
Holiday Decoration	\$ 5,000	\$ 1,250	\$ 362	\$ 888
Miscellaneous Field Supplies	\$ 1,000	\$ 1,255	\$ 1,255	\$ -
Guardhouse Maintenance	\$ 2,500	\$ 625	\$ -	\$ 625
Playground Repairs & Maintenance	\$ 2,500	\$ 625	\$ -	\$ 625
<b>Total Field Operations:</b>	<b>\$ 619,178</b>	<b>\$ 160,411</b>	<b>\$ 146,795</b>	<b>\$ 13,615</b>

**Sweetwater Creek**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2022**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b>Amenities Cost Share</b>				
<b>Administrative:</b>				
Property & Casualty Insurance	\$ 26,520	\$ 26,520	\$ 24,238	\$ 2,282
Payroll - Salaried	\$ 82,160	\$ 20,540	\$ 20,540	\$ (0)
Payroll - Hourly	\$ 100,336	\$ 25,084	\$ 21,756	\$ 3,328
Payroll - Benefits	\$ 15,975	\$ 3,994	\$ 3,994	\$ (0)
Payroll Taxes	\$ 14,028	\$ 3,507	\$ 3,507	\$ (0)
Professional Services - Engineering	\$ 68,056	\$ 17,014	\$ 17,014	\$ 0
Professional Services - Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Travel & Per Diem	\$ 150	\$ 38	\$ -	\$ 38
Training	\$ 200	\$ 50	\$ -	\$ 50
Licenses & Permits	\$ 400	\$ 100	\$ -	\$ 100
Subscriptions & Memberships	\$ 500	\$ 125	\$ 81	\$ 44
Office Supplies	\$ 3,000	\$ 750	\$ 546	\$ 204
Office Equipment	\$ 2,000	\$ 500	\$ 112	\$ 388
Communication - Telephone/Internet/TV	\$ 12,000	\$ 3,000	\$ 2,900	\$ 100
Internet/Telephone - Guard House	\$ 5,400	\$ 1,350	\$ 1,116	\$ 234
<b>Field:</b>				
Field Management Fees	\$ 84,000	\$ 21,000	\$ 21,000	\$ -
General Utilities	\$ 83,000	\$ 20,750	\$ 13,821	\$ 6,929
Refuse Removal	\$ 3,885	\$ 971	\$ 1,188	\$ (217)
Security	\$ 82,200	\$ 20,550	\$ 19,610	\$ 941
Janitorial Services	\$ 16,000	\$ 4,000	\$ 3,328	\$ 672
Operating Supplies - Spa & Paper	\$ 4,500	\$ 1,125	\$ 355	\$ 770
Operating Supplies - Uniforms	\$ 500	\$ 125	\$ -	\$ 125
Cleaning Supplies	\$ 15,000	\$ 3,750	\$ 1,704	\$ 2,046
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 6,000	\$ 6,250	\$ (250)
Gate Repairs & Maintenance	\$ 2,500	\$ 625	\$ -	\$ 625
Dog Park Repairs & Maintenance	\$ 11,650	\$ 2,913	\$ 165	\$ 2,748
Park Mulch	\$ 1,500	\$ 375	\$ 5,201	\$ (4,826)
Miscellaneous Field Supplies	\$ 6,100	\$ 1,525	\$ 1,374	\$ 151
Buildings Repairs & Maintenance	\$ 15,000	\$ 3,750	\$ 1,411	\$ 2,339
Pest Control	\$ 2,500	\$ 625	\$ 215	\$ 410
Pool Maintenance - Contract	\$ 20,321	\$ 5,080	\$ 4,572	\$ 508
Pool Repairs & Maintenance	\$ 10,000	\$ 2,500	\$ 418	\$ 2,082
Pool Chemicals	\$ 2,500	\$ 625	\$ 911	\$ (286)
Signage & Amenity Repairs	\$ 300	\$ 75	\$ -	\$ 75
Special Events	\$ 2,000	\$ 500	\$ 700	\$ (200)
<b>Fitness:</b>				
Professional Services - Outside Fitness	\$ 58,872	\$ 14,718	\$ 13,218	\$ 1,500
Fitness Equipment Repairs & Maintenance	\$ 7,000	\$ 1,750	\$ 1,778	\$ (28)
Fitness Equipment Rental	\$ 35,000	\$ 8,750	\$ 2,549	\$ 6,201
Miniature Golf Course Maintenance	\$ 750	\$ 188	\$ -	\$ 188
Miscellaneous Fitness Supplies	\$ 6,300	\$ 1,575	\$ 1,451	\$ 124
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 1,600	\$ -	\$ 1,600
<b>Total Amenities Cost Share</b>	<b>\$ 834,302</b>	<b>\$ 228,466</b>	<b>\$ 197,471</b>	<b>\$ 30,995</b>
<b>Reserves</b>				
Capital Reserve Transfer	\$ 150,000	\$ -	\$ -	\$ -
<b>Total Reserves</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 1,777,569</b>	<b>\$ 429,470</b>	<b>\$ 395,499</b>	<b>\$ 33,972</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (110,759)</b>		<b>\$ 141,581</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 110,759</b>		<b>\$ 603,861</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 745,441</b>	

(1) 2022 Bed Dressing Renewal

# Sweetwater Creek

## Community Development District

### Debt Service Fund - Series 2019

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b>Revenues:</b>				
Special Assessments	\$ 741,613	\$ 240,369	\$ 240,369	\$ -
Prepayments	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 1,588	\$ 1,588
<b>Total Revenues</b>	<b>\$ 741,613</b>	<b>\$ 240,369</b>	<b>\$ 241,957</b>	<b>\$ 1,588</b>
<b>Expenditures:</b>				
<b>Series 2019 - A1</b>				
Interest - 11/01	\$ 89,000	\$ 89,000	\$ 89,000	\$ -
Special Call - 11/01	\$ -	\$ -	\$ 20,000	\$ (20,000)
Interest - 05/01	\$ 89,000	\$ -	\$ -	\$ -
Principal - 05/01	\$ 345,000	\$ -	\$ -	\$ -
Special Call - 05/01	\$ -	\$ -	\$ -	\$ -
<b>Series 2019 - A2</b>				
Interest - 11/01	\$ 49,050	\$ 49,050	\$ 49,050	\$ -
Interest - 05/01	\$ 49,050	\$ -	\$ -	\$ -
Principal - 05/01	\$ 120,000	\$ -	\$ -	\$ -
Special Call - 05/01	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 741,100</b>	<b>\$ 138,050</b>	<b>\$ 158,050</b>	<b>\$ (20,000)</b>
<b>Other Sources/(Uses)</b>				
Transfer In	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 513</b>		<b>\$ 83,907</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 149,391</b>		<b>\$ 419,183</b>	
<b>Fund Balance - Ending</b>	<b>\$ 149,904</b>		<b>\$ 503,090</b>	

# Sweetwater Creek

## Community Development District

### Capital Reserve

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b>Revenues:</b>				
Capital Reserve Transfer In	\$ 150,000	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 362	\$ 362
Cost Share - Marshal Creek	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 362</b>	<b>\$ 362</b>
<b>Expenditures:</b>				
Capital Outlay	\$ 50,000	\$ 12,500	\$ 35,575	\$ (23,075)
Repair and Maintenance	\$ 50,000	\$ 12,500	\$ -	\$ 12,500
Other Current Charges	\$ 1,000	\$ 250	\$ 114	\$ 136
<b>Total Expenditures</b>	<b>\$ 101,000</b>	<b>\$ 25,250</b>	<b>\$ 35,689</b>	<b>\$ (10,439)</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 49,000</b>	<b>\$ (25,250)</b>	<b>\$ (35,327)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 183,587</b>		<b>\$ 156,813</b>	
<b>Fund Balance - Ending</b>	<b>\$ 232,587</b>		<b>\$ 121,486</b>	

# Sweetwater Creek

## Community Development District Capital Projects Fund - Series 2019

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
<b>Revenues:</b>				
Interest Income	\$ -	\$ -	\$ 5,086	\$ 5,086
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,086</b>	<b>\$ 5,086</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 75,715	\$ (75,715)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,715</b>	<b>\$ (75,715)</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ (70,629)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 1,153,493</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,082,865</b>	

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

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments	\$ -	\$ 198,533	\$ 335,235	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	533,769
Fitness Center Revenue	\$ 275	\$ -	\$ 570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	845
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interest	\$ 820	\$ 918	\$ 728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,466
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
													\$ -
<b>Total Revenues</b>	<b>\$ 1,095</b>	<b>\$ 199,451</b>	<b>\$ 336,533</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>537,079</b>
<b>Expenditures:</b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,600
Engineering Fees	\$ 1,071	\$ 1,133	\$ 333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,538
District Counsel	\$ 6,160	\$ 9,673	\$ 7,577	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23,410
Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	500
Assessment Roll	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Dissemination	\$ 617	\$ 417	\$ 54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,088
Trustee Fees	\$ 3,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,143
District Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,750
Telephone	\$ -	\$ 25	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	183
Postage	\$ 134	\$ 250	\$ 654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,037
Public Official Insurance	\$ 4,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,088
Copies	\$ 126	\$ 306	\$ 792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,224
Miscellaneous	\$ -	\$ 21	\$ 437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	457
Legal Advertising	\$ -	\$ 77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	77
Information Technology	\$ 88	\$ 88	\$ 88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	263
Website Maintenance	\$ 67	\$ 67	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	200
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
<b>Total General &amp; Administrative:</b>	<b>\$ 21,884</b>	<b>\$ 15,473</b>	<b>\$ 13,876</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>51,233</b>
<b><u>Operation and Maintenance</u></b>													
Electric	\$ 5,428	\$ 5,562	\$ 5,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	16,543
General Insurance	\$ 5,507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,507
Landscape Maintenance	\$ 49,273	\$ 24,273	\$ 24,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	97,819
Landscape Improvements	\$ -	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
Lake Maintenance	\$ 1,538	\$ 1,538	\$ 1,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,614
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs & Maintenance	\$ 1,225	\$ 2,092	\$ 2,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,687
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Repairs & Maintenance	\$ 540	\$ 762	\$ 1,737	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,039
Tree Removals	\$ 7,842	\$ -	\$ 3,727	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,568
Streetlight Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Signage Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Holiday Decoration	\$ -	\$ 362	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	362
Miscellaneous Field Supplies	\$ 345	\$ 295	\$ 615	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,255
<b>Total Field Operations:</b>	<b>\$ 71,697</b>	<b>\$ 34,884</b>	<b>\$ 40,214</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>146,795</b>

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

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Amenities</b>													
<b>Administrative:</b>													
Property & Casualty Insurance	\$ 24,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24,238
Payroll - Salaried	\$ 6,847	\$ 6,847	\$ 6,847	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20,540
Payroll - Hourly	\$ 7,252	\$ 7,252	\$ 7,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	21,756
Payroll - Benefits	\$ 1,331	\$ 1,331	\$ 1,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,994
Payroll Taxes	\$ 1,169	\$ 1,169	\$ 1,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,507
Professional Services - Engineering	\$ 5,671	\$ 5,671	\$ 5,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	17,014
Professional Services - Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Travel & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Licenses & Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subscriptions & Memberships	\$ 27	\$ 27	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	81
Office Supplies	\$ 11	\$ 493	\$ 41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	546
Office Equipment	\$ -	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	112
Communication - Telephone/Internet/TV	\$ 1,026	\$ 1,080	\$ 793	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,900
Internet/Telephone - Guard House	\$ 448	\$ 334	\$ 334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,116
Cost Share Expense - Marshall Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Field:</b>													
Field Management Fees	\$ 7,000	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	21,000
General Utilities	\$ 4,334	\$ 4,567	\$ 4,919	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,821
Refuse Removal	\$ 315	\$ 467	\$ 405	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,188
Security	\$ 7,110	\$ 6,432	\$ 6,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	19,610
Janitorial Services	\$ 1,109	\$ 1,109	\$ 1,109	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,328
Operating Supplies - Spa & Paper	\$ 104	\$ 197	\$ 54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	355
Operating Supplies - Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Cleaning Supplies	\$ 144	\$ 1,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,704
Amenity Landscape Maintenance & Improvements	\$ 2,000	\$ 2,250	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,250
Gate Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Guardhouse Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dog Park Repairs & Maintenance	\$ 165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	165
Park Mulch	\$ -	\$ 5,201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,201
Playground Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Field Supplies	\$ 1,037	\$ 53	\$ 284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,374
Buildings Repairs & Maintenance	\$ 196	\$ 733	\$ 482	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,411
Pest Control	\$ 72	\$ 72	\$ 72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	215
Pools Maintenance - Contract	\$ 1,524	\$ 1,524	\$ 1,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,572
Pools Repairs & Maintenance	\$ 72	\$ -	\$ 346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	418
Pools Chemicals	\$ 357	\$ -	\$ 554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	911
Signage & Amenity Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Special Events	\$ -	\$ -	\$ 700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	700
<b>Fitness:</b>													
Professional Services - Outside Fitness	\$ 4,406	\$ 4,406	\$ 4,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,218
Fitness Equipment Repairs & Maintenance	\$ 1,103	\$ -	\$ 675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,778
Fitness Equipment Rental	\$ 513	\$ 513	\$ 1,522	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,549
Miniature Golf Course Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Fitness Supplies	\$ 762	\$ 53	\$ 635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,451
Capital Outlay - Machinery & Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Amenities</b>	<b>\$ 80,496</b>	<b>\$ 60,605</b>	<b>\$ 56,370</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>197,471</b>
<b>Reserves</b>													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Total Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Total Expenditures</b>	<b>\$ 174,078</b>	<b>\$ 110,962</b>	<b>\$ 110,459</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>395,499</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (172,983)</b>	<b>\$ 88,489</b>	<b>\$ 226,074</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>141,581</b>



# Sweetwater Creek

## Community Development District

### Long Term Debt Report

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

SERIES 2019A-2, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	3.560%, 4.020%
MATURITY DATE:	5/1/2038
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$110,550
RESERVE FUND BALANCE	\$108,906
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)
LESS: NOV 1, 2022 (SPECIAL CALL)	(\$20,000)
<b>CURRENT BONDS OUTSTANDING</b>	<b>\$2,550,000</b>

## Sweetwater Creek

## COMMUNITY DEVELOPMENT DISTRICT

## Special Assessment Receipts

## Fiscal Year 2023

Gross Assessments	\$ 1,750,006.48	\$ 788,070.96	\$ 2,538,077.44
Net Assessments	\$ 1,645,006.09	\$ 740,786.70	\$ 2,385,792.79

## ON ROLL ASSESSMENTS

68.95%	31.05%	100.00%
--------	--------	---------

Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	2019 Debt Service Asmt	Total
11/2/22	1	\$30,371.79	(\$576.36)	(\$1,553.80)	\$0.00	\$28,241.63	\$19,472.63	\$8,769.00	\$28,241.63
11/17/22	2	\$89,856.52	(\$1,725.34)	(\$3,589.71)	\$0.00	\$84,541.47	\$58,291.41	\$26,250.06	\$84,541.47
11/28/22	3	\$186,176.30	(\$3,574.58)	(\$7,447.09)	\$0.00	\$175,154.63	\$120,769.26	\$54,385.37	\$175,154.63
12/12/22	4	\$250,068.59	(\$4,801.32)	(\$10,002.81)	\$0.00	\$235,264.46	\$162,215.04	\$73,049.42	\$235,264.46
12/15/22	5	\$266,725.96	(\$5,121.14)	(\$10,669.10)	\$0.00	\$250,935.72	\$173,020.39	\$77,915.33	\$250,935.72
01/20/23	6	\$1,491,598.16	(\$28,638.68)	(\$59,664.34)		\$1,403,295.14	\$967,573.15	\$435,721.99	\$1,403,295.14
							\$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	\$0.00
							\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00
TOTAL	\$	2,314,797.32	\$ (44,437.42)	\$ (92,926.85)	\$ -	\$ 2,177,433.05	\$ 1,501,341.88	\$ 676,091.17	\$ 2,177,433.05

91.27%	Net Percent Collected
\$ 208,359.74	Balance Remaining to Collect

# SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

## Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2020</b>				
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$ 8,032.00
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$ 4,293.70
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$ 8,090.00
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$ 6,250.00
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$ 4,495.00
1/6/20	6	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$ 46,000.00
1/6/20	7	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefD120 - 10% upon execution of the Agreement	\$ 11,500.00
2/6/20	8	East Coast Wells & Pump Service	Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor	\$ 2,137.00
2/6/20	9	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrrfnl220 - 10% Balance Upon Final Sign Off	\$ 11,500.00
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$ 6,790.80
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$ 35,240.00
2/24/20	12	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$ 46,000.00
2/26/20	13	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCgtr220 - Gutter Grating Supports repaired	\$ 500.00
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$ 5,034.68
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 - Back Flow Testing	\$ 265.00
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$ 6,790.80
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$ 3,000.02
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffic Study & Certification Package	\$ 1,062.00
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$ 4,000.44
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$ 16,357.00
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$ 12,310.00
6/22/20	22	Yellowstone Landscape	Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$ 25,583.33
7/14/20	23	Hopping Green & Sams	Invoice: 113207, 113803, 114427, 115066 - Project Construction	\$ 1,053.50
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$ 1,458.00
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	\$ 24,722.16
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$ 7,888.00
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$ 559.00
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$ 2,644.28
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$ 258.00
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$ 1,075.00
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$ 5,034.00
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$ 58,703.67
2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$ 2,570.79
5/13/21	34	Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$ 2,570.78
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$ 3,444.73
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$ 210.00
3/8/22	37	England Thims & Miller	Invoice 0201371 - Engineer's Report	\$ 2,500.00
4/20/22	38	Invision Construction	Invoice #0001 Fitness Center Expansion Process	\$ 2,000.00
4/20/22	39	Basham & Lucas Desing Group Inc	Invoice #8851 Palencia Amenity & CDs	\$ 5,200.00
7/11/22	40	Basham & Lucas Desing Group Inc	Invoice #8929 Palencia Amenity & CDs	\$ 3,889.78
6/22/22	41	England Thims & Miller	Invoice #203006 Palencia Fitness Center Addition & Modification	\$ 3,750.00
6/22/22	42	KE Law Group PLLC	Invoice #2879 2019 Project Construction	\$ 217.00
7/11/22	43	Basham & Lucas Desing Group Inc	Invoice #8963 Palencia Amenity & CDs	\$ 13,600.00
8/8/22	44	KE Law Group PLLC	Invoice #2993 2019 Project Construction	\$ 344.50
8/8/22	45	England Thims & Miller	Invoice #203518 Palencia Fitness Center Addition & Modification	\$ 6,250.00
8/8/22	46	Basham & Lucas Desing Group Inc	Invoice #9014 Palencia Amenity & CDs	\$ 13,025.00
9/19/22	47	ECS Florida LLC	Palencia Fitness Center Addition Invoice #995173	\$ 3,500.00
9/19/22	48	England Thims & Miller	Invoice #204046 Palencia Fitness Center Addition & Modification	\$ 7,392.55
9/19/22	49	Basham & Lucas Desing Group Inc	Invoice #9028 Palencia Amenity & CDs	\$ 8,046.25
9/19/22	50	KE Law Group PLLC	Invoice #3599 2019 Project Construction	\$ 992.00
9/19/22	51	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$ 7,375.00
9/19/22	52	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$ 726.00
11/8/22	53	Bartram Trail Surveying	Invoice # 5394 Palencia Fitness Center Topographic Survey	\$ 2,900.00
11/8/22	54	England Thims & Miller	Invoice #204943 Palencia Fitness Center Addition & Modification	\$ 15,013.75
11/8/22	55	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$ 248.00
11/8/22	56	Heartline Fitness Systems	Deposit Invoice #151945 50% deposit on Fitness Equipment	\$ 7,498.94
11/8/22	57	Heartline Fitness Systems	Deposit Invoice #151948 50% deposit on Flooring Material	\$ 3,535.61
12/5/22	58	England Thims & Miller	Invoice #205415 Palencia Fitness Center Addition & Modification	\$ 1,486.25
12/5/22	59	Sweetwater Creek CDD-Capital Reserve	Studio 1+ Professional Design Services Inv #21.069 Palencia Fitness Club	\$ 10,375.00
12/13/22	60	KE Law Group PLLC	Invoice #4873 2019 Project Construction	\$ 168.00
12/13/22	61	Invision Construction	Invoice #PAL_001 Initial deposit per agreement	\$ 42,531.00
12/13/22	62	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$ 10,120.00
<b>TOTAL</b>				<b>\$ 550,108.31</b>
<b>Project (Construction) Fund at 08/30/19</b>				<b>\$ 1,540,777.96</b>
<b>Interest Earned and Transfer thru 12/31/22</b>				<b>\$ 92,195.26</b>
<b>Requisitions Paid thru 12/31/22</b>				<b>\$ (550,108.31)</b>
<b>Remaining Project (Construction) Fund</b>				<b>\$ 1,082,864.91</b>

*C.*

# Sweetwater Creek

## Community Development District

### Summary of Invoices

December 01, 2022 - December 31, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	12/2/22	3771	\$ 350.00
	12/6/22	3772-3775	800.00
	12/19/22	3776	1,054.31
	12/29/22	3777-3785	17,442.67
			<hr/>
			\$ 19,646.98
Amenity Fund			
	12/2/22	2198-2199	\$ 402.28
	12/29/22	2200-2205	15,096.14
			<hr/>
			\$ 15,498.42
Capital Reserve			
	12/29/22	15-17	\$ 20,715.00
			<hr/>
			\$ 20,715.00
<b>TOTAL</b>			<hr/>
			<b>\$ 55,860.40</b>

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 1/31/23		PAGE 1	
*** CHECK DATES 12/01/2022 - 12/31/2022 ***		SWEETWATER CREEK - GENERAL BANK A GENERAL FUND													
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME				STATUS	AMOUNT	.....CHECK..... AMOUNT #					
12/02/22	00086	11/29/22 18636	202211 320-53800-47300	DEL NORTE PUMJP REPAIR				*	350.00						
DUVAL LANDSCAPE MAINTENANCE										350.00 003771					
12/06/22	00075	12/01/22 12012022	202212 310-51300-11000	MEETING 12/01/2022				*	200.00						
CHARLES USINA III										200.00 003772					
12/06/22	00089	12/01/22 12012022	202212 310-51300-11000	MEETING 12/01/2022				*	200.00						
JOHN T SMITH										200.00 003773					
12/06/22	00051	12/01/22 12012022	202212 310-51300-11000	MEETING 12/01/2022				*	200.00						
ROBERT LISOTTA										200.00 003774					
12/06/22	00040	12/01/22 12012022	202212 310-51300-11000	MEETING 12/01/22				*	200.00						
STEPHEN J HANDLER										200.00 003775					
12/19/22	00081	12/19/22 144361	202212 310-51300-42000	EASEMENT VIOLATION NOTICE				*	427.46						
		12/19/22 144361	202212 310-51300-42500	EASEMENT VIOLATION NOTICE				*	626.85						
ADVANCED DIRECT MARKETING SERVICES										1,054.31 003776					
12/29/22	00086	12/13/22 18980	202212 320-53800-47300	IRRIGATION REPAIRS				*	1,400.00						
DUVAL LANDSCAPE MAINTENANCE										1,400.00 003777					
12/29/22	00086	12/13/22 18981	202212 320-53800-47300	IRRIGATION REPAIRS				*	970.00						
DUVAL LANDSCAPE MAINTENANCE										970.00 003778					
12/29/22	00086	12/19/22 19034	202212 320-53800-47302	TREE REMOVAL				*	1,433.33						
DUVAL LANDSCAPE MAINTENANCE										1,433.33 003779					
12/29/22	00086	12/19/22 19035	202212 320-53800-47302	REMOVE 2 TREES LAZO CT				*	1,576.78						
DUVAL LANDSCAPE MAINTENANCE										1,576.78 003780					
12/29/22	00086	12/19/22 19036	202212 320-53800-46400	DEER REPELLANT APP				*	400.00						
DUVAL LANDSCAPE MAINTENANCE										400.00 003781					
SWCC SWEETWATER CRK BPEREGRINO															

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/29/22	00086	12/19/22 19037	202212 320-53800-47302	TREE REMOVAL OLETA WAY	*	716.66	
				DUVAL LANDSCAPE MAINTENANCE			716.66 003782
12/29/22	00084	12/12/22 5088	202211 310-51300-31500	NOV GENERAL COUNSEL	*	9,673.00	
				KE LAW GROUP PLLC			9,673.00 003783
12/29/22	00071	12/09/22 47	202211 320-53800-47301	NOV FACILITY MAINTENANCE	*	762.30	
		12/09/22 47	202211 320-53800-49000	NOV JANITORIAL SUPPLIES	*	295.16	
				RIVERSIDE MANAGEMENT SERVICES			1,057.46 003784
12/29/22	00022	12/14/22 12142022	202212 310-51300-42000	2022 REIMB POSTAGE	*	215.44	
				ST JOHNS COUNTY TAX COLLECTOR			215.44 003785
TOTAL FOR BANK A						19,646.98	
TOTAL FOR REGISTER						19,646.98	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/02/22	00016	11/07/22 BB235377	202211 330-53800-43300	BB ST MARKS LANDFILL	*	152.28	
				MARSHALL CREEK CDD			152.28 002198
12/02/22	00016	11/09/22 BB227	202211 330-53800-46200	REPLACE SOD SWEETWATER	*	250.00	
				MARSHALL CREEK CDD			250.00 002199
12/29/22	00005	11/18/22 41-25245	202211 330-53800-52200	JANITORIAL SUPPLIES	*	196.54	
				DOWNEY'S JANITORIAL SUPPLIES			196.54 002200
12/29/22	00119	11/30/22 18870	202211 330-53800-47100	MULCH PLAYGROUND	*	5,200.83	
				DUVAL LANDSCAPING MAINTENANCE			5,200.83 002201
12/29/22	00080	10/01/22 720216	202212 330-53800-48400	DEC GATE MONITORING	*	6,067.11	
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			6,067.11 002202
12/29/22	00014	11/29/22 Z480-84	202211 330-53800-52100	DISINFECTANT WIPES	*	1,560.00	
				LLOYD'S EXERCISE EQUIPMENT LLC			1,560.00 002203
12/29/22	00016	12/15/22 LANDSCAP	202211 330-53800-46200	NOV LANDSCAPING MAINT	*	2,000.00	
				MARSHALL CREEK CDD			2,000.00 002204
12/29/22	00041	10/10/22 19362001	202210 340-53800-34400	OCT PEST CONTROL	*	71.66	
				TURNER PEST CONTROL LLC			71.66 002205
						TOTAL FOR BANK B	15,498.42
						TOTAL FOR REGISTER	15,498.42

SWCC SWEETWATER CRK BPEREGRINO



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/29/22	00010	12/27/22 12272022	202212 600-13100-10000	REVOVATION OF BREAKROOM	*	13,315.00	
				INVISION CONSTRUCTION INC			13,315.00 000015
12/29/22	00009	12/15/22 1312	202212 600-13100-10000	INSTALL AMPLIFIER,SPEAKER	*	2,100.00	
				IT SYSTEMS OF JACKSONVILLE			2,100.00 000016
12/29/22	00011	12/14/22 512011-5	202212 600-13100-10000	6 MIRRORS INSTALLED	*	5,300.00	
				NASSAU WINDOWS AND GLASS			5,300.00 000017
TOTAL FOR BANK A						20,715.00	
TOTAL FOR REGISTER						20,715.00	

SWCC SWEETWATER CRK BPEREGRINO

## *FOURTH ORDER OF BUSINESS*

*A.*

*1.*

# ***Sweetwater CDD***

## ***Monthly report***

### ***02/01/2023***

- ***Winter hours are being spent in cut backs and cleaning up wood lines in preparation of spring.***
- We are preparing beds for mulching to take place in March, as well as pre emergent turf and beds to control spring weeds.
- Irrigation- Smart controllers continue to do exactly what they were installed to do.
- Annual flowers were being eaten by deer repeatedly regardless of the types of repellant we added, so they were pulled and replaced with a better variety, that the deer should leave alone, We used the very same flower the winter before with very little problem, and they looked amazing. However it has been noted that we will not try that variety from here forth.
- Chemical applications- within the last month no chemicals were put down, or scheduled to be.

However our agronomy specialist has been on site weekly making his rounds to make sure we did not have any popup issues.

- In closing, we hope the cooler weather will soon come to a close, and take with it the browning of grass, and plants, Add the leaves back to the trees, and make all the blooms pop back out, adding the beauty back that winter so notoriously puts asleep for a bried period each year...
- Duval Landscape, And myself especially would like to thank you for allowing us to assist in keeping this community as beautiful as possible.

Best regards:  
Daniel Todd  
Assistant Branch Manager  
Duval Landscape  
August, 1, 2022

[illegible]



Irrigation Controller			Point of Connection			Site Name		SweetWater									
Location		Right corner	Location		Right corner		Location		Barbells Circle								
Type		RB	Size				Technician		Preston								
Rain Guage		Y	N	Source		Meter	Well		Date		12/6/2022						
Power on		Y	N				Program		A		B	C					
General Information			Backflow						Start Times								
Valve Type			PRV			Y		N	Set to run		Odd	Even		Interval			
Coverage		Good	MV			Y		N	Days of Week		S	M	T	W	Th	F	S

[illegible]

# Duval Landscape





# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

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

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



Duval Landscape  
MAINTENANCE



# Duval Landscape

MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection				Site Name		SweetWater								
Location		Lake bank		Location					Location		Brasilia + Glorieta Drive						
Type		RB		Size					Technician		Preston						
Rain Guage		Y	N	Source		Meter		Well		Date		12/22/2022					
Power on		Y	N					Program		A		B		C			
General Information				Backflow					Start Times								
Valve Type				PRV		Y		N	Set to run		Odd		Even		Interval		
Coverage		Good		MV		Y		N	Days of Week		S	M	T	W	Th	F	S

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



**Duval Landscape**  
MAINTENANCE



# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

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

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

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



**Duval Landscape**  
MAINTENANCE



# Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater							
Location	Behind sign		Location	Behind sign		Location		Mini putt							
Type	RB		Size			Technician		Preston							
Rain Guage	Y	N	Source	Meter	Well	Date		12/22/2022							
Power on	Y	N				Program		A		B		C			
General Information			Backflow				Start Times								
Valve Type			PRV	Y	N	Set to run		Odd		Even		Interval			
Coverage	Good		MV	Y	N	Days of Week		S	M	T	W	Th	F	S	

[illegible]

Front sign





# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater								
Location		By sidewalk		Location		Location		Onda Lane								
Type		RB		Size		Technician		Preston								
Rain Gauge		Y	N	Source		Meter	Well	Date		12/8/2022						
Power on		Y	N				Program		A	B	C					
General Information			Backflow			Start Times										
Valve Type				PRV		Y	N	Set to run		Odd	Even	Interval				
Coverage		Good		MV		Y	N	Days of Week		S	M	T	W	Th	F	S

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



Duval Landscape  
MAINTENANCE



# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater					
Location	Rght of circle		Location	Right of circle		Location	Right of round about						
Type	RB		Size			Technician	Preston						
Rain Guage	Y	N	Source	Meter	Well	Date	12/22/2022						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times							
Valve Type			PRV	Y	N	Set to run	Odd	Even	Interval				
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

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

25	s	x	x											x			Back sidewalk on Ensdanada
26	s	x	x					2					4	x	2		Left side along Endenada
27	s	x	x											x			Back sidewalk on Ensdanada
28	s	x	x											x			Left side along Endenada
29	s	x	x					2					2	x			back sidewalk before round about
30	s	x	x											x			Before round about
31	s	x	x											x			Right of round about



**Duval Landscape**  
MAINTENANCE





# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection				Site Name		SweetWater									
Location		Right lake		Location		Right lake			Location		Torcido controller							
Type		RB		Size					Technician		Preston							
Rain Guage		Y	N	Source		Meter		Well		Date		12/22/2022						
Power on		Y	N					Program		A			B		C			
General Information				Backflow					Start Times									
Valve Type				PRV		Y		N	Set to run		Odd		Even		Interval			
Coverage		Good		MV		Y		N	Days of Week		S	M	T	W	Th	F	S	

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



**Duval Landscape**  
MAINTENANCE



# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection				Site Name		SweetWater									
Location		Right corner		Location		Right corner			Location		Rincon dr and ensenada							
Type		RB		Size					Technician		Preston							
Rain Guage		Y	N	Source		Meter		Well		Date		12/8/2022						
Power on		Y	N					Program		A			B		C			
General Information				Backflow					Start Times									
Valve Type				PRV		Y		N	Set to run		Odd		Even		Interval			
Coverage		Good		MV		Y		N	Days of Week		S	M	T	W	Th	F	S	

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones		
1	s	x	x											x					Across from Park right		
2	s	x	x											x					Right of rincon		
3	s	x	x											x					Around controller		
4	s	x	x											x					BTW curb and sidewalk left side		
5	r	x	x								1			x					Along lake on right side		
6	s	x	x											x					BTW curb and sidewalk right side		
7	s	x	x		1									x					BTW curb and sidewalk right side		
8	r	x	x											x					Corner of lake at rincon		
9	s	x	x											x					BTW curb and sidewalk before Rin		
10	r	x	x											x					Top of lake along rincon		
11	s	x	x											x					Both sided of sidewalk		
12	s	x	x							2				2	x				Left side of ensenada		
13	s	x	x											x					Left side of Ensenada		
14	s	x	x											x					Left side across from lake		
15	s	x	x											x					Left side close to park		
16	s	x	x											x					Both sides of sidewalk along rincon		
17	R	x	x											x					Right injury to park		
18	S	x	x	Flowers										x					Flowers exit side		
19	s	x	x	Flowers										x					Flowers exit side		
20	s	x	x											x					Sidewalk curb right entry to park		
21	s	x	x											x					Sidewalk across 238		
22	s	x	x											x					Sidewalk across 278		
23	S	x	x							1				3	x				Rincon sidewalk by clock		
24	R	x	x											x					A long pond across from Clock		

25	r/s	/	/															Rincon between 78 and 62 <sup>081</sup>
26	S	/	/															Hidden zone between houses
27	R																	At the park
28	r	x	x													x		Around park
29	r	x	x													x		Outside perimeter of park
30																		
31	s	x	x													x		Front of park



**Duval Landscape**  
MAINTENANCE

2.



January 31, 2023

## Duval Landscape Maintenance Service Agreement 2023

### **Billing Information**

To: Sweetwater Community Development  
District  
Address: 475 West Town Place, Suite 114  
St. Augustine, FL 32095

### **Project Information**

Property: Sweetwater CDD  
Address: 605 Palencia Club Dr  
St. Augustine, FL 32095

TERMS: Beginning: **February 1, 2023**

Ending: **January 31, 2024**

Base Contract Amount: **\$22,872.56**

Contract No. - 21370

### **Services**

#### **M - BM - General Services - Summer**

#### **M - BM - General Services - Winter**

#### **Turf Care**

Turf applications of a fertilizer slow release granular with trace elements or based on soil test result recommendations. Applications performed per scheduled agreement. Weekly checks for insects and disease issues followed by the appropriate corrective treatment. Broadleaf weed control treatments will occur during the cooler months along with fertilization application. Pesticides will only be used on a as needed bases. (see attached Schedule "B" for chemical turf care program included as a part of this agreement)

#### **Tree & Shrub Care**

Tree and shrub applications with a complete balanced fertilizer ex. (8-10-10 | 13-0-13), slow release, with sulfur coated organic nitrogen with trace elements (Mn, Mg) for Palms, Shrubs and Hardwoods (except Oaks) or based on soil test result recommendations. Supplemental treatments will be utilized as needed. Weekly checks for insects and disease issues followed by the appropriate corrective treatment. Pesticides will only be used on a as needed basis. (See attached Schedule "C" for tree/shrub care program included as a part of this agreement.)

#### **Bedding Plants**

Labor and materials to install seasonal bedding plants will be proposed as a separate agreement (Spring, Summer, and Winter) (See attached Schedule "D" for bedding plant installation included as part of this agreement)

Duval Landscape Maintenance  
7011 Business Park Blvd N  
Jacksonville, FL 32256

Initials \_\_\_\_\_



## Duval Landscape Maintenance Service Agreement

THIS CONTRACT made , is between **Duval Landscape Maintenance, LLC**, hereinafter referred to as “**Contractor**”, and Sweetwater CDD hereinafter referred to as “**Owner**”.

### (SECTION ONE)

#### **DESCRIPTION OF WORK:**

Contractor agrees to provide all labor, supervision, and equipment necessary to carry out the work outlined in the attached schedules. This agreement is only for those common areas currently landscaped. There shall be no variance from these specifications unless expressly stated through an addendum.

### (SECTION TWO)

#### **LENGTH OF CONTRACT:**

This Contract will be for a period of 12 months, commencing on 2/1/2023 12:00:00 AM and ending on 1/31/2024 12:00:00 AM This Contract shall be automatically renewed and extended for continuous succeeding terms of 1 year(s), unless cancelled by either party in accordance with the termination provisions set forth in Section Five, General Conditions.

### (SECTION THREE)

#### **COMPENSATION:**

Owner agrees to pay Contractor \$22,872.56 annually over 12 months as detailed in payment schedule) as total compensation for the performance of the terms of this Contract. Invoices for service in a particular month will be received by the Owner not later than the fifteenth of the month for which the service is billable and will be due and payable to the Contractor not later than the tenth of the following month. Late payments received after the due date per agreement are subject to 1.5% monthly interest charges. The total compensation or contract price as aforementioned in automatically increase at the rate of 3% of the preceding term's contract price for each successive annual term following the initial annual term of this Contract Contractor will submit invoices to the address listed below:

**Sweetwater CDD  
475 West Town Place, Suite 114,  
St. Augustine, FL 32095**

### (SECTION FOUR)

#### **LOCATION OF SERVICE:**

All services to be performed by Contractor under this Contract shall be rendered at:

Same as Above

### (SECTION FIVE)

Duval Landscape Maintenance  
7011 Business Park Blvd N  
Jacksonville, FL 32256

Initials \_\_\_\_\_

**GENERAL CONDITIONS:**

It is agreed by both parties that the work performed under this Contract will be done on a routine schedule that is sensitive to the overall function of the property. All work shall be performed professionally in accordance with generally accepted horticultural principles.

Contractor will furnish to Owner, upon request, evidence of general liability insurance, property damage insurance, and workman's compensation insurance. Contractor agrees to maintain at all times the necessary licenses and/or permits required to perform said work in the state, county or city having jurisdiction.

Contractor shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of September 24, 1965, the Americans with Disabilities Act and other equal employment opportunity legislation.

It is expressly understood and agreed that Contractor shall assume no responsibility or liability for personal injury or property damage arising out of or resulting, directly or indirectly, from the accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and other paved surfaces between scheduled visits by maintenance crews.

Owner has to inspect the work performed within five days of services performed. If owner has a reasonable dissatisfaction with the work, Owner agrees to notify the contractor of deficiencies, in writing within 3 days. Upon such notification, Contractor shall have 14 days to rectify the deficiencies. If the Contractor corrects deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this agreement. If contractor does not receive written notice within 10 days from when the service was performed, Owner shall have waived any claims to recover past payments and / or rights to withhold present or future payments due under this agreement.

Contractor agrees to reimburse Owner for damages by Contractor to personal and/or real property due to Contractor's negligence. Reimbursement will occur when, and only when, the Owner has taken the necessary steps to reasonably protect the structures and fixtures where damage will most likely occur. Notification of damage must be made promptly to the Contractor and an opportunity for inspection by the Contractor must occur before repairs are made.

This Contract may be terminated with or without cause at anytime by either party upon thirty (30) days prior written notice, delivered Certified Mail, Return Receipt, in which event all unaccrued rights, duties and obligations of the parties hereto shall forthwith terminate.

Owner shall pay Contractor for all amounts owed for services performed up to and through the date of termination, as well as any and all other amounts owed under this Contract through the date of termination. In the event this Contract includes the provision of additional materials or services beyond routine monthly landscape services, where the total lump sum costs of such materials or services are pro-rated or financed over the length of the annual term(s) of this Contract (e.g., labor and materials to install seasonable bedding plants, and other similar enhancement projects; labor and materials to maintain/replenish mulch and other bed dressings), then Owner shall pay Contractor for the full amount of such materials or services incurred, purchased, or performed by Contractor through the date of any early cancellation or termination of this contract.

Should it become necessary for either party incident to this Contract to institute legal actions for enforcement of any provisions of this Contract, the prevailing party shall be entitled to be reimbursed for all court costs and reasonable attorneys' fees incident to such legal actions.

The undersigned parties warrant that they are authorized representatives of their respective companies and have the requisite authority to bind their employer and/or principal.

This is not a binding Contract until signed by all parties.

DATED: \_\_\_\_\_

\_\_\_\_\_  
**Duval Landscape Maintenance, LLC**

\_\_\_\_\_  
Sweetwater CDD

Duval Landscape Maintenance  
7011 Business Park Blvd N  
Jacksonville, FL 32256



## **SCHEDULE "A"**

### **LANDSCAPE MAINTENANCE SPECIFICATIONS**

1. Mowing/Visits of all areas with quantity of visits per schedule in agreement. All turf areas will be mowed weekly from April 1st to September 30th. From October 1st through March 31st turf will be mowed as needed unless specified otherwise in this contract. The St. Augustine/Bahia grass height of the cut will be set at levels to maximize property aesthetics and turf health. Property is swept for trash removal prior to mowing the property as not to cut up any debris that may be laying in the turf such as paper, cans and tree limbs.
2. Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Edging performed as needed defined by outlining and/or removing turf from the above mentioned borders by use of a mechanical edger.
3. Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.
4. Detailing of planted areas will be performed in a sectional method with the frequency of rotation being dependent upon the desired appearance, current agreement, and production schedule as defined by Duval Landscape. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers as well as the removal of unwanted vegetation (weeds). The frequency established to completely detail the entire property is 12 time(s) per year. The defining of bed lines, tree saucers will be done as needed. Crape Myrtles will not be trimmed as part of general services (this can be done on an extra work order basis for additional fees).
5. Trees in pedestrian walkway areas will have a clearance maintained up to seven feet in height.
6. Trimming of palm trees and all specimen palms are not included in general services. Palm trimming can be included as a special service at an additional cost to the Owner. See Schedule "D" if applicable.
7. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
8. Clean up and removal of storm damage debris from named storms, fallen trees, tree limbs, or other excessive debris from trees is not covered under this agreement but can be accomplished under a separate work order.
9. All turf, shrubs, ornamentals and groundcovers will be monitored for pests, disease and nutrient problems. We will take necessary steps to rectify the problem. See Schedules "B", and "C", if applicable.
10. The monitoring, cleaning, and adjustment of all irrigation system components on the property is included at an additional cost to Owner. See Schedules "E" if applicable.
11. Retention ponds will be mowed in conjunction with the mowing operations.
12. Contractor will not be held responsible for pre-existing conditions, damage caused by others, or acts of God such as severe wind, freeze, hail or flood.



**SCHEDULE "B"**  
**TURF CARE PROGRAM**

**ST.AUGUSTINE GRASS:**

<b><u>MONTH</u></b>	<b><u>APPLICATION</u></b> (Note: soil sample results may dictate other recommendations)
January / February:	Insect & Disease IPM (Spring fertilization ex. 24-0-11 w/minor elements)
March / April:	Insect & Disease IPM (Inspect and treat as needed)
May / June:	Insect & Disease IPM (Early summer turf fertilization)
July / August:	Insect & Disease IPM (Inspect and treat as needed)
September / October:	Insect & Disease IPM (Late summer turf fertilization)
November / December:	Insect & Disease IPM (Fall turf fertilization)

**NOTES:**

- Supplemental insect applications will be provided in addition to our normal preventive program as needed to provide control.
- The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems during this season.
- All fertilizers utilized under this program are custom blended with a balanced nutrient package. A complete minor and trace element package is included with each application to insure that all the requirements of your grasses are provided.
- Weed control is limited to the broadleaf variety Sedge and "grassy" type weed treatments are available under a separate contract. However, these types of weeds are indicative of underlying cultural problems and no warranty can be provided.

## SCHEDULE "C"

### TREE/SHRUB CARE PROGRAM

<b><u>MONTH:</u></b>	<b><u>APPLICATION</u></b> (Note: soil sample results may dictate other recommendations)
January / February:	Insect & Disease IPM (Inspect and treat as needed)
March / April	Insect & Disease IPM (Spring shrub fertilization, hardwoods (no Oaks), & Palms)
May / June: Palms)	Insect & Disease IPM (Early summer shrub fertilization, hardwoods (no Oaks), & Palms)
July / August:	Insect & Disease IPM (Inspect and treat as needed)
September / October: Palms)	Insect & Disease IPM (Late summer shrub fertilization, hardwoods (no Oaks), & Palms)
November / December:	Insect & Disease IPM (Fall shrub fertilization, hardwoods (no Oaks), & Palms)

#### **NOTES:**

This program covers all fertility requirements and any insect/disease problems on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 25'. All trees over twenty five feet in overall height will require special consideration and are therefore excluded from this program.

**SCHEDULE "D"**  
**SPECIAL SERVICES**

**Bedding Plants: INCLUDED**

**FREQUENCY OF ROTATION:**

It is agreed that all annual beds on the property will be changed **4** times per year. Extra bedding plants can be purchased at a unit cost TBD per 4" plant.

**INSTALLATION SPECIFICATIONS:**

1. **500** plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
2. All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
3. A granular time release fertilizer and a granular systemic fungicide will be added to the bedding soil at the time of installation.
4. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

**BED DRESSING: NOT INCLUDED**

0 cubic yards of mulch will be provided in bedding areas **1** time(s) a year. This is an estimated quantity to be installed. Extra mulch may be required to be purchased for a price \$50 per cubic yard

**PALM TREE TRIMMING: NOT INCLUDED**

A supplemental crew will be provide to trim all specialty palms x times per year

## **SCHEDULE "E"**

### **IRRIGATION MAINTENANCE CONTRACT**

#### **FREQUENCY OF SERVICE:**

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It is hereby agreed that Contractor will perform the following services **1** time each month, for the duration of the contract.

#### **SERVICE SPECIFICATIONS:**

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1. Activate each zone of the existing system.
2. Visually check for and report any damaged heads or ones needing repair.
3. Clean or adjust (within reason) any heads not functioning properly.
4. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repairs or adjustments are made free of debris.
6. Adjust controller to the watering needs as dictated by weather conditions.

#### **QUALIFYING STATEMENTS:**

1. Repairs that become necessary, that are over and above our routine maintenance contract will be done on a time and material basis.
2. Service calls required between scheduled visits will be billed on a time and material basis.
3. Contractor will be held harmless for any accident that could arise from the overspray of water on hard surfaces. Damage resulting from our crews working on your property (e.g. mower and edger cuts) will be repaired at no charge.
4. Damage due to the improper installation of irrigation equipment by others, Contractor shall not be held responsible.
5. Contractor shall be held harmless for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

#### **AUTHORIZATION FOR REPAIRS:**

1. In order to expedite minor repairs, Contractor is herewith authorized to perform \$500.00 worth of repairs without prior approval.
2. Any repairs which will exceed the above authorized amount, must have written approval prior to the commencement of any work. Written estimates will be provided for approval.

**Marshall Creek Club House and Dog  
Park**

Sweetwater CDD

Included Services

Description of Services	Qty	Frequency	Cost per Occ.	Annual Cost
M - BM - General Services - Summer		22	\$479.58	\$10,550.76
M - BM - General Services - Winter		14	\$466.95	\$6,537.30
Turf Care		6	\$192.63	\$1,155.78
Tree & Shrub Care		4	\$86.18	\$344.72
Bedding Plants		4	\$1,071.00	\$4,284.00
Annuals - Sub-installed	500.0			
<b>Annual Maintenance Price</b>				<b>\$22,872.56</b>

**PAYMENT SCHEDULE**

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
February	\$1,906.00	\$0.00	\$1,906.00
March	\$1,906.00	\$0.00	\$1,906.00
April	\$1,906.00	\$0.00	\$1,906.00
May	\$1,906.00	\$0.00	\$1,906.00
June	\$1,906.00	\$0.00	\$1,906.00
July	\$1,906.00	\$0.00	\$1,906.00
August	\$1,906.00	\$0.00	\$1,906.00
September	\$1,906.00	\$0.00	\$1,906.00
October	\$1,906.00	\$0.00	\$1,906.00
November	\$1,906.00	\$0.00	\$1,906.00
December	\$1,906.00	\$0.00	\$1,906.00
January	\$1,906.00	\$0.00	\$1,906.00
	<b>\$22,872.00</b>	<b>\$0.00</b>	<b>\$22,872.00</b>

By \_\_\_\_\_

Daniel Todd

Date 1/31/2023

Duval Landscape Maintenance

By \_\_\_\_\_

Date

Sweetwater CDD

*C.*

*1.*

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

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

(A) Requisition Number: 66

(B) Name and address of Payee: IT Systems of Jacksonville LLC  
2942 Dawn Rd  
Jacksonville FL 32207

(C) Amount Payable: \$2,100.00

(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 # 1312 Deposit for New Audio System for Amenity Center.

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

The undersigned hereby certifies that:

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

OR

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



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

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


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

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Authorized Officer

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

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

  
\_\_\_\_\_  
Consulting Engineer



# INVOICE

IT Systems of Jacksonville LLC  
2942 Dawn Rd  
Jacksonville, Florida 32207  
United States

(904) 626-5743

BILL TO  
**PALENCIA**  
ERIN GUNIA  
1865 North Loop Parkway  
St. Augustine, Florida 32095  
United States  
  
(904)829-8488  
Erin.Gunia@fsresidential.com

Invoice Number: 1312

Invoice Date: December 15, 2022

Payment Due: December 30, 2022

Amount Due (USD): \$4,200.00

Pay Securely Online

Items	Quantity	Price	Amount
<b>SPEAKER - CEILING</b> PROFICIENT 6.5' Recessed Speaker ceiling mount	6	\$90.00	\$540.00
<b>A/V CONTROLLER AMPLIFIER</b> Russound 640 watt multi channel amplifier	1	\$2,100.00	\$2,100.00
<b>STREAMER UNIT</b> Russound MBX-PRE WiFi audio streaming device	1	\$600.00	\$600.00
<b>SVC</b> Service	8	\$120.00	\$960.00
Total:			\$4,200.00

Amount Due (USD): **\$4,200.00**

Pay Securely Online



[link.waveapps.com/22r638-797e8f](https://link.waveapps.com/22r638-797e8f)

## Notes / Terms

\*\*\* A deposit of 50% is required to start. Balance must be paid in full upon completion. \*\*\*

Thank you for this opportunity.

**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: 68

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

(C) Amount Payable: \$3,080.00

(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 #5651 Palencia Fitness Center Topographic Survey 1/4/2023.

(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:  Secretary  
Authorized Officer

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

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



\_\_\_\_\_  
Consulting Engineer

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

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

**Invoice**

DATE	INVOICE #
1/4/2023	5651

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

				P.O. NUMBER	PROJECT	
					Palencia Fitness Center	
ITEM	DESCRIPTION	QTY/HRS	RATE	JOB#	SERVICED	AMOUNT
TOPO	Palencia Fitness Center Per Contract 1) Topographic Survey - 1 Acre +/- of an area - Locate All Visible Improvements & Utilities, Drains, Pipe Inverts, Downspouts - Referenced to State Plane Coordinates - Elevation Referenced to Project/Site Specific Datum NGVD 1929 - Locate all Trees - Elevations on 25'x25' Grid - Elevations at Edge of Buffer Every 25' o See Attached Exhibit for Reference	0.8	3,850.00	1715-22-001	12/28/2022	3,080.00
					<b>Total Due</b>	<b>\$3,080.00</b>

2.

**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: 67

(B) Name and address of Payee: Sweetwater Creek CDD  
475 West Town Place Suite 114  
Saint Augustine FL 32092

(C) Amount Payable: \$5,300.00

(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): Mirrors for Fitness Room – Nassau Windows & Glass.

(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**

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\_\_\_\_\_  
Consulting Engineer



**CHECK REQUEST FORM****Project:** Marshall Creek C.D.D.**Vendor:**Nassau Windows & Glass  
34043 Old Baldwin Rd, Callahan, FL

32011

**Check Amount:** \$15,3000**Check Needed:** ASAP**Cost Code:** 512011-53910**Requestor:** E. Guwina**Description:** Mirrors for Michael Fitness Room**Approved By:****Date:**

12/14/22

011  
033600 131 1000

Nassau Windows & Glass Inc.  
34043 Old Baldwin Rd  
Callahan, FL 32011 US  
nassauwindowsinc@gmail.com

## Invoice



Palencia

1226	12/09/2022	\$5,300.00			
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6-mirrors installed with J-bar		1	5,300.00	5,300.00
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BALANCE DUE

**\$5,300.00**

SWEETWATER CREEK-CAPITAL RSRVE				12/29/2022
VENDOR NUMBER/NAME:		11 NASSAU WINDOWS AND GLASS		CHECK #: 000017
INV DATE	INV#	AMOUNT	DISCOUNT	NET
20221214	512011-5	5,300.00		5,300.00 6 MIRRORS INSTALLED

TOTAL	\$5,300.00
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SWEETWATER CREEK-CAPITAL RSRVE				12/29/2022
VENDOR NUMBER/NAME:		11 NASSAU WINDOWS AND GLASS		CHECK #: 000017
INV DATE	INV#	AMOUNT	DISCOUNT	NET
20221214	512011-5	5,300.00		5,300.00 6 MIRRORS INSTALLED

TOTAL	\$5,300.00
-------	------------

**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: 69

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

(C) Amount Payable: \$367.50

(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 # 206344 Pickleball Courts Addition & Modifications.

(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

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

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

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



\_\_\_\_\_  
Consulting Engineer

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

January 06, 2023  
Project No: 05010.24000  
Invoice No: 0206344

Project 05010.24000 Sweetwater Creek CDD (WA #13) Pickleball Courts Addition & Modifications

**Professional Services rendered through December 31, 2022**

Task 01-05 Lump Sum Services

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1. Revised MDP	2,600.00	0.00	0.00	0.00	0.00
2. SJRWMD Minor Modification	2,400.00	14.5833	350.00	0.00	350.00
3. Modify Engineering Plans	7,000.00	0.00	0.00	0.00	0.00
<b>4. Regulatory Permitting/Approvals</b>					
a. SJC DRC Submittal & Cons. Plan App.	3,250.00	0.00	0.00	0.00	0.00
5. Code Landscape & Tree Mitigation	3,750.00	0.00	0.00	0.00	0.00
Total Fee	19,000.00		350.00	0.00	350.00
<b>Total Fee</b>					<b>350.00</b>
<b>Total this Task</b>					<b>\$350.00</b>

Task 06 Bidding Services

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			5,000.00
Remaining			5,000.00
<b>Total this Task</b>			<b>0.00</b>

Task 07 CEI Services

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			5,000.00
Remaining			5,000.00
<b>Total this Task</b>			<b>0.00</b>

**England-Thimys & Miller, Inc.**

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

Task	XP	Expenses		
<b>Expenses</b>				
Mileage			17.50	
	<b>Total Expenses</b>	<b>1.0 times</b>	<b>17.50</b>	<b>17.50</b>
		<b>Total this Task</b>		<b>\$17.50</b>
		<b>Invoice Total this Period</b>		<b>\$367.50</b>

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
 14776 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-9990 • fax 904-646-6485  
 CA-00002684 LC-0000318



**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: 70

(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: \$16,218.00

(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 # 01.10.2023 Anastasia Pool & Spa Inc Gas Heater Replacement for Pool and Invoice # PAL\_004 Invision Construction Inc for Fitness Interior Renovation.

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

The undersigned hereby certifies that:

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

OR



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

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

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

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

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

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



\_\_\_\_\_  
Consulting Engineer

SWEETWATER CREEK-CAPITAL RSRVE				1/17/2023
VENDOR NUMBER/NAME:		12 ANASTASIA POOL & SPA INC		CHECK #: 000019
INV DATE	INV#	AMOUNT	DISCOUNT	NET
20230110	01102023	11,028.00		11,028.00
				GAS HEATER RPC-POOL

TOTAL	\$11,028.00
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SWEETWATER CREEK-CAPITAL RSRVE				1/17/2023
VENDOR NUMBER/NAME:		12 ANASTASIA POOL & SPA INC		CHECK #: 000019
INV DATE	INV#	AMOUNT	DISCOUNT	NET
20230110	01102023	11,028.00		11,028.00
				GAS HEATER RPC-POOL

TOTAL	\$11,028.00
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## CHECK REQUEST FORM

**Project:** Marshall Creek C.D.D.

**Vendor:** Anastasia Pool + Spa / Pincha Pinny  
1740 AIAS  
St. Augustine, FL 32080

**Check Amount:** 11,028.00

**Check Needed:** ASAP

**Cost Code:**

**Requestor:** E.G.

**Description:** Gas Heater Replacements - Pool

**Approved By:** E.G. **Date:** 1/10/23

# PINCH-A-PENNY POOL-PATIO-SPA

The Perfect People For A Perfect Pool

1740 A1A South, Saint Augustine, FL 32080

904-471-6294 Fax 904-471-4698

Lic.# CPC1458213

Creek

INVOICE

01/10/2023

Name: Sweetwater CDD	Date: 01/10/2023
Address: 1865 N. Loop Pkwy	
City: St. Augustine FL	Zip: 32095
Home Phone:	Cell Phone:
Subdivision:	Order Taken By:

Notes:
0351200 13180 10000
JAN 11 2023

Qty.	Item Description	Price
2	Jandy JXE400 Natural 399,000 BTU's.	9798. <sup>00</sup>
2	check valves.	240. <sup>00</sup>
	Labor.	990. <sup>00</sup>
	Deposit needed for heaters * (9798. <sup>00</sup> ) labor & valves will be charged after install	
	Service Call / Labor	
	PVC	
	Additional Labor	
	Subtotal:	10828. <sup>00</sup>
	Date Completed:	Tax: 0
	Completed By:	TOTAL: 11028.00

NOTICE: Please inspect the work performed today. Labor is warranted for 15 days. PVC parts have no warranty. Equipment Warranty is determined by the Manufacturer. Additional labor and/or service charges may apply if problems are not reported in 15 days.

Credit Card:	VISA / MC / AMEX / DISCOVER	Cash:
Card Number:	Exp. Date:	Check #:
Cardholder Name:		
Signature:		

TERMS: PAYMENT DUE UPON RECEIPT

SWEETWATER CREEK-CAPITAL RSRVE				1/17/2023
VENDOR NUMBER/NAME:		10 INVISION CONSTRUCTION INC		CHECK #: 000020
INV DATE	INV#	AMOUNT	DISCOUNT	NET
20230109	PAL_004	5,190.00		5,190.00
				FITNESS INTERIOR RENOV

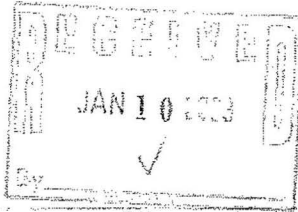
TOTAL	\$5,190.00
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SWEETWATER CREEK-CAPITAL RSRVE				1/17/2023
VENDOR NUMBER/NAME:		10 INVISION CONSTRUCTION INC		CHECK #: 000020
INV DATE	INV#	AMOUNT	DISCOUNT	NET
20230109	PAL_004	5,190.00		5,190.00
				FITNESS INTERIOR RENOV

TOTAL	\$5,190.00
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## Owner Invoice



Invision Construction, Inc.

Printed: Jan 9, 2023

11251 Business Park Blvd Ste 4, Jacksonville, FL 32256-

2711

Phone: 904-345-0515

CBC1261890

### Job Information

Jim Oliver

1865 N Loop Pkway, St. Augustine, FL 32095

Invoice Title: Change Order 3 \_Palencia Fitness Interior Renov.

Invoice ID: PAL\_004

Invoice Amount: \$5,190.00

Pending

Amount Paid: \$0.00

Items	Description	Qty/Unit	Unit Cost	Price
Change Order 3 5730 - Electrical	Furnish and install electrical materials for following: (2) 3/4" conduit runs up to 200' each (9) 20 amp 120v circuits (1) Relocated a bank of 5 switches (Connecting to existing switched circuits)	1.00	\$5,190.00	\$5,190.00

### Description of Invoice

\*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. all change orders will be marked up 20% to cover invisions' operation costs.



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.

*Please use the "Pay Online" button to submit your payment. If you have additional questions about how to pay online, please call Buildertrend Support at 1-888-415-7149.*

**Deadline Date:** Jan 23, 2023

**Balance Due:** \$5,190.00



**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: 71

(B) Name and address of Payee: Sweetwater Creek CDD

475 West Town Place Ste 114  
St Augustine FL 32092

(C) Amount Payable: \$850.00

(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 #1231 Nassau Windows & Glass Inc. Rain Glass installation for gym.

(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.

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

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

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

\_\_\_\_\_  
Consulting Engineer

Nassau Windows & Glass Inc.  
34043 Old Baldwin Rd  
Callahan, FL 32011 US  
nassauwindowsinc@gmail.com

## Invoice

**BILL TO**

Palencia - Sweetwater Creek  
CDD  
1865 North Loop Pkwy Saint  
Augustine, FL 32095

INVOICE #	DATE	TOTAL DUE			ENCLOSED
1231	01/06/2023	\$0.00			

**P.O. NUMBER**

N. Loop Pkwy

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Rain glass for gym 3/8 Installed		1	850.00	850.00

PAYMENT

850.00

BALANCE DUE

**\$0.00**

Paid via Erin G Debit Card

*D.*

2/8/2023

# *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  
February 8, 2023

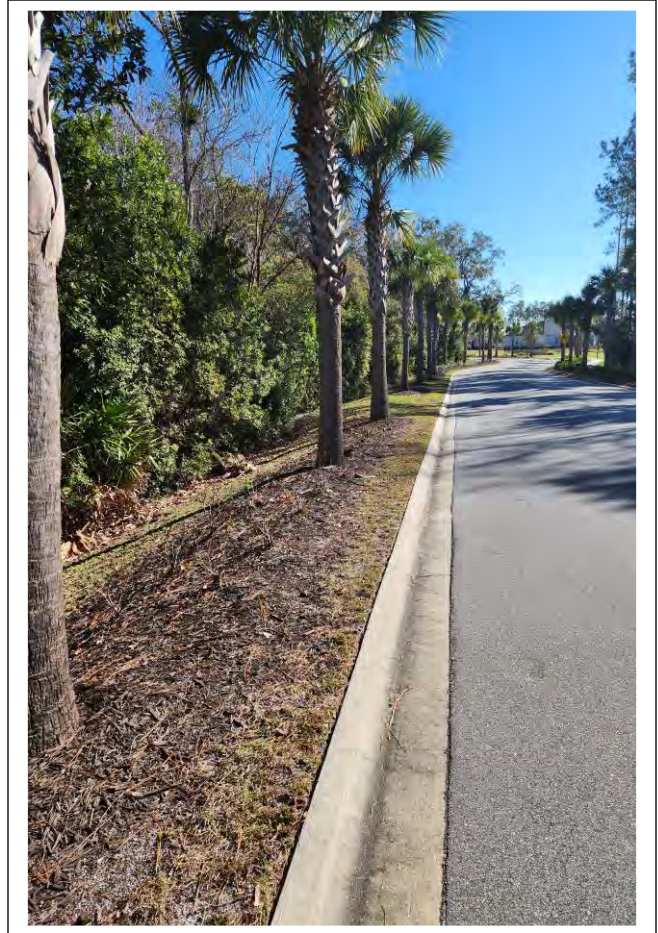
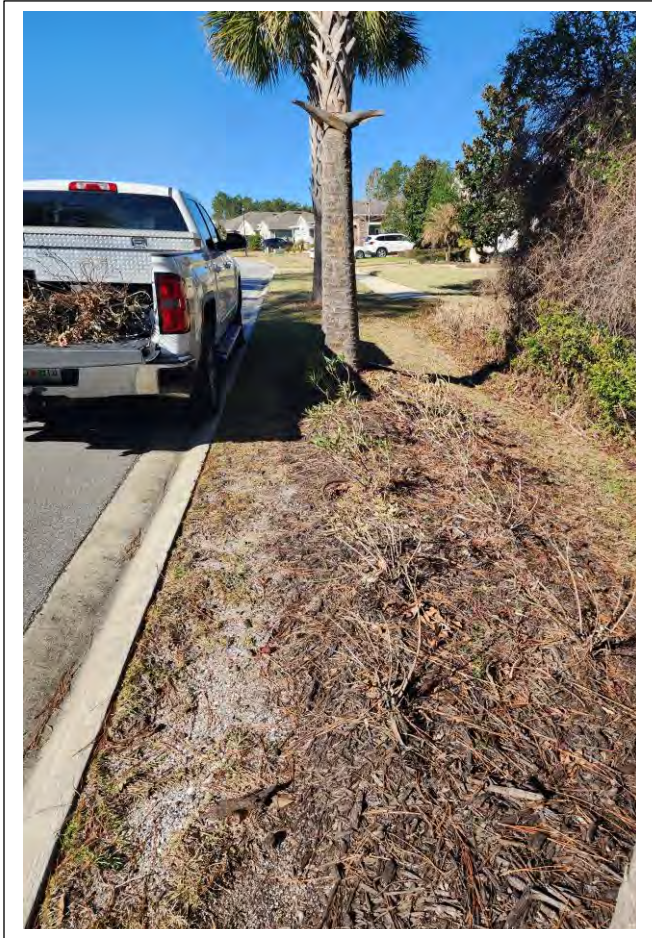
To: The Board of Supervisors

From: Chris Hall  
Field Operations Manager

RE: Sweetwater Creek Operations Report – February 8, 2023

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

## Completed Items



Removed all the dead and declining  
Oleander all along Pantano Vista Way.



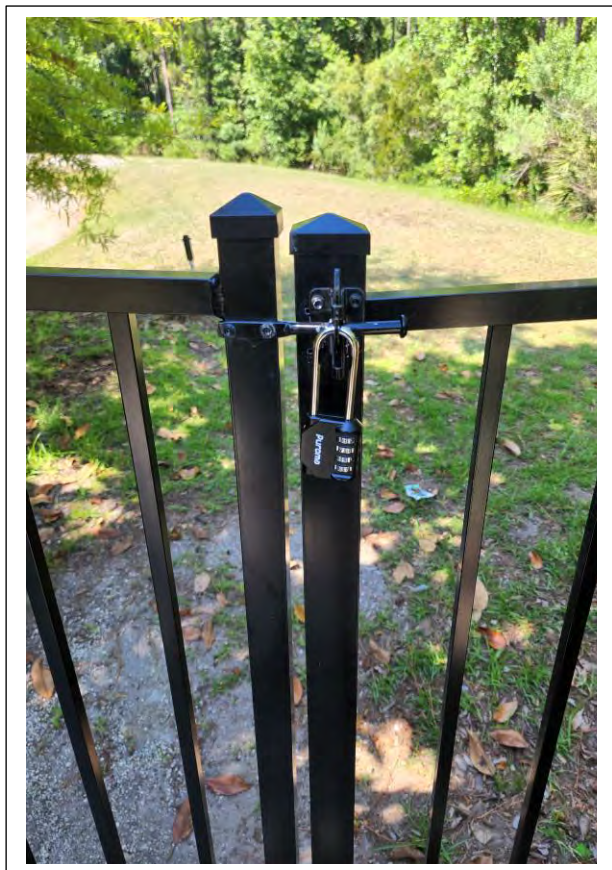
## Completed Items



Installing metal lock boxes over the  
Smart Controllers.

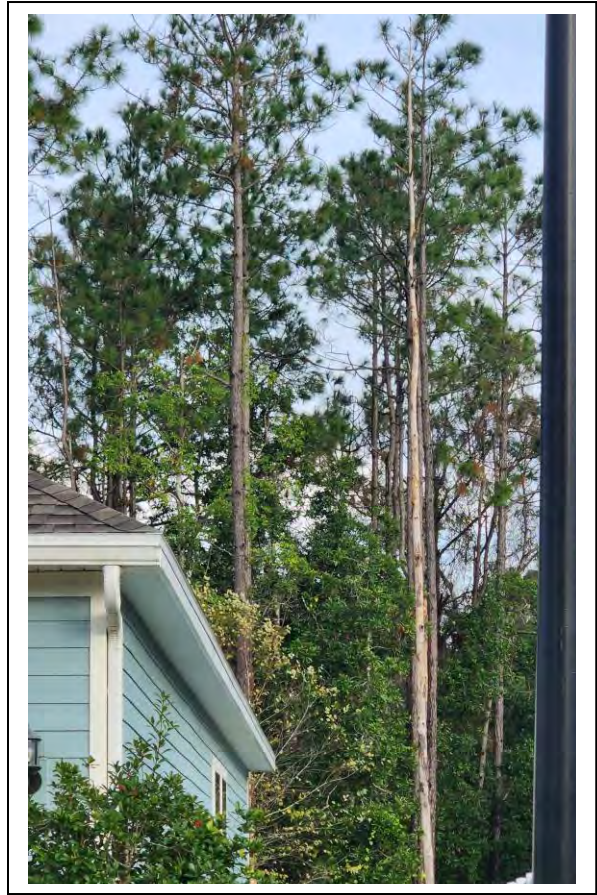
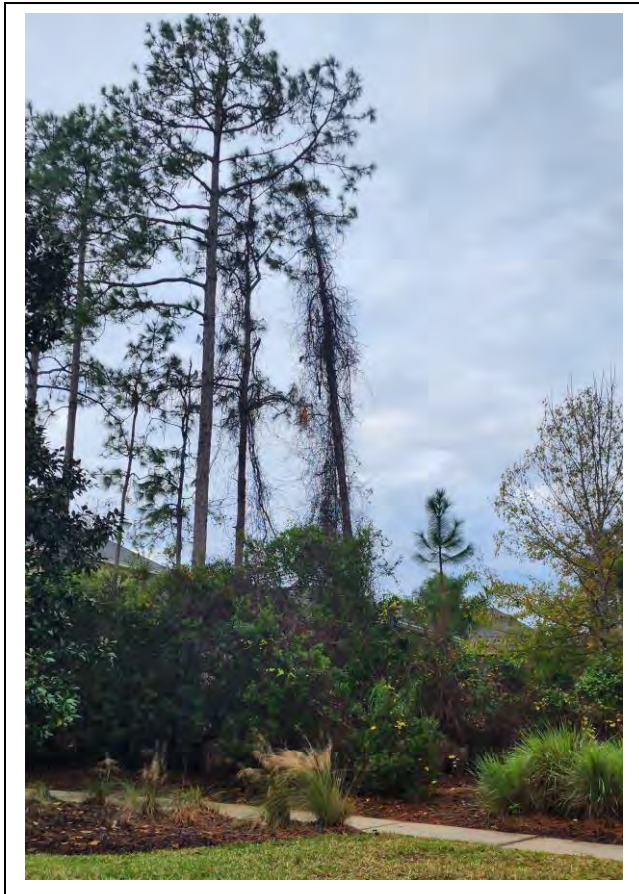


## Completed Items



Installed a heavier duty gate latch at the  
Ensenada Park.

## Completed Items



Removed dead trees that were a threat to homeowners' property.

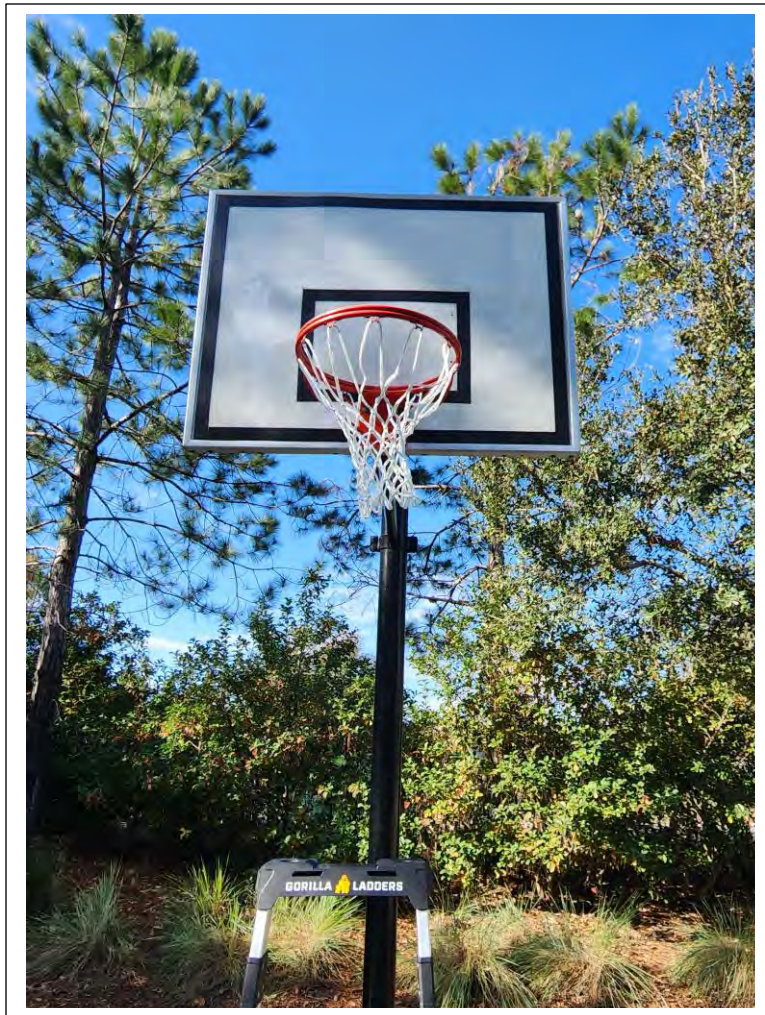


## Completed Items



Painted the pavilion walls at  
the Ensenada Park.

## Completed Items



Replaced the torn basketball nets.



## 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](mailto:chall@rmsnf.com)

Respectfully,

Christopher Hall  
Riverside Management Services



# Action Items Report

Sweetwater Creek CDD			
Action Items Reported on by:			Chris Hall
Action Items	Date	Initials	Comments
Holiday decorations	1/6/23	CH	Lights and decorations were taken down
Broken gate latch - Ensenada Park	1/9/23	CH	Replaced with better locking latch
Dead trees behind homes	1/12/23	CH	Removed a few more dead trees
Dead /declining Oleander	1/20/23	CH	Removed all oleander plants
Annual flowers eaten by deer	1/19/23	CH	Ordered deer scam professional (same as Marshall Creek. Spead out on all beds after the annuals were replaced.
Lights out at Guard shack	1/25/23	CH	replaced burned out bulbs
Install cabinets to protect the new irrigation controllers.	In progress	CH	Ordered the controller cabinets and began installing over the irrigation controllers
Painting the decrative street light poles.	On going	CH	Prepping and painting the light pole throughout Sweetwater.
Sod replacement along Las Calinas	1/12/23	CH	Duval added more sod to this area.
The barrier gates continue to get hit and/or malfuntion	1/27/23	CH	Working with Envera to have repaired
Ensanada Park pavilion	1/30/23	CH	Painted the walls at the pavilion
Basketball nets	1/30/23	CH	Torn basketball nets were replaced
New parks, basketball court and dog park	1/30/23	CH	Working with Mr. Usina and several contractors for proposals

## *FIFTH ORDER OF BUSINESS*



# XFINITY COMMUNITIES SERVICE AGREEMENT

## Service Order

### Customer Information

Customer Name:	Sweetwater Creek Community Development District	Property Address 1:	605 Palencia Club Dr.
Property Name:	North Palencia / Sweetwater Creek	Address 2:	
Number of Units:	736	City, State, Zip:	St. Augustine, FL 32095

### Agreement Term

This Agreement begins on 10/1/2022 ("Effective Date") and shall remain in effect for a term of 10 years from 10/1/2022 (the "Initial Term"). This Agreement shall automatically renew for successive periods of 2 Years (each, a "Renewal Term"), unless either party provides the other with a minimum of 60 days' written notice; provided however, that either party may terminate immediately for cause which is defined as a material breach of the Agreement terms. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

### Compensation

The Per Unit Compensation is \$95.00 for a total of \$69,920.00. Available for renegotiation as an annual true up based on subscriber count x \$9.00 per year initially.

### Marketing

Customer's Marketing Support shall be as follows:

Service	Type of Marketing
TV	Non-exclusive Marketing
Internet	Non-exclusive Marketing
Voice	Non-exclusive Marketing

Notwithstanding anything in the Terms and Conditions to the contrary, Company is not permitted to market using door hangers.

Company shall not conduct door-to-door solicitations .

### Easement

Customer grants to Company a non-exclusive easement. The parties agree to execute the attached Grant of Easement.

Not for Signature

## Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." The Parties, intending to be legally bound agree to be bound by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Customer:** Sweetwater Creek Community Development District      **Company:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Dr. Stephen Handler  
**Title:** Chairman, Board of Supervisors

**Name:** Amy Smith  
**Title:** Regional Senior Vice President, Florida Region

### ADDRESSES FOR LEGAL NOTICES

To Customer:	To Company:
Sweetwater Creek CDD c/o District Manager 475 West Town Place Suite 114 St Augustine, FL 32092	Comcast Cable Communications Management, LLC 7201 North Federal Highway, Boca Raton, FL 33487, Attn: Xfinity Communities.
	With a copy to:
	Comcast Cable Communications Management, LLC 1701 JFK Blvd Philadelphia, PA 19103 Attn: General Counsel – Cable Legal Operations

## GENERAL TERMS AND CONDITIONS

### 1. **Wiring.**

#### (a) **Definitions.**

- i. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Terminal, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- ii. **“Inside Wiring”** consists of the wiring running from the Terminal into the unit as necessary to provide the Services throughout the unit. **“System”** consists of the Distribution System.
- iii. **“Terminal”** mean the ground block or other connection terminal located at each unit on the Property.

(b) **Scope of Work.** If either Party is installing, upgrading or re-wiring any portion of the System, a Scope of Work will be attached setting forth the responsibility of the parties regarding such work. The Parties agree to comply with the Scope of Work.

(c) **Company Obligations.** Any work performed by Company on the Property shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(d) **Ownership of Wiring.** The Distribution System is and will remain the personal property of Company.

(e) **Use and Maintenance of Wiring.** Customer grants Company the exclusive right to operate and use the Distribution System. The Customer shall not, and shall not permit any third party to, tap into, use, or otherwise interfere with the Distribution System. At its expense, Company shall maintain, repair and replace the Distribution System as necessary to provide the Services. The installation, use, and repair of the Inside Wiring will be governed by separate contracts between Company and individual unit residents.

(f) **Electrical Power.** Customer shall provide access to electrical power, at Company’s expense, for the Distribution System as requested by Company in locations reasonably designated by Company and only to the extent in Customer’s control. In addition, if requested by Company, Customer shall, at Company’s cost, provide one or more environmentally controlled spaces in mutually agreed upon locations on the Property for distribution facilities.

2. **Delivery of Services.** Customer grants to Company the non-exclusive right to deliver the Services to the Property.

### 3. **Customer Obligations.**

(a) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property.

(b) Customer shall supply unit numbers to Company at reasonable intervals upon Company request.

(c) Company shall supply subscription numbers at reasonable intervals with anonymized data for subscribers. Customer is interested in the quantity of subscribers for Customer’s use in statistics and marketing.

4. **Fees and Charges for Services.** For Services provided to residents on a retail basis, the terms, conditions, charges and fees for those Services shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. For Services provided to Customer on a bulk basis (if any), additional terms, conditions, charges and fees for the bulk Services shall be contained in the Service Order and Attachments made a part of this Agreement.
5. **Access.**
- (a) Customer grants Company personnel access to all common areas of the Property owned or controlled by Customer and reasonably necessary for the Services during Company's Operating Hours (as defined below) for the purpose of installing, disconnecting and auditing Service and exercising Company's right and obligations under this Agreement. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident but only to the extent such grant is consistent with the terms and conditions of this Agreement.
  - (b) Company, at its expense, agrees to repair any damage to the Property to the extent caused by Company, its employees, contractors, subcontractors, agents, or assigns, normal wear and tear excepted. If Company fails to commence repairs to the Property within the time specified in the escalation table detailed in subsection (d)(i) below, then Customer may undertake the repairs itself and use the Deposit Fund described in subsection (d) to pay for such costs; upon which time Company shall replenish such Deposit Fund.
  - (c) Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System to the extent caused by Customer, its employees or agents, normal wear and tear excepted; provided, however, Customer shall only be liable for its own employees and shall not be liable for residents, guests or any others that may damage Company property.
  - (d) To ensure proper and timely repair(s), as needed, Company, in conjunction with the payment of Compensation provided herein, shall create a "Deposit Fund" of \$100,000 for Customer to hold as escrow. If Company does not respond and repair the damages pursuant to the timeframes provided in the escalation table below, Customer may complete the repairs and remediation work necessary to correct such damage and pay for such services with the Deposit Fund. The District Manager shall have the authority to disburse funds from the Deposit Fund as required to effect required repairs to restore the damaged property to its original condition. Such funds must be available to the District Manager for disbursement at all times. The Company is responsible for replenishing the Deposit Fund such that it always maintains a balance of \$100,000. The Deposit Fund must be in effect from the effective date of this Agreement through termination of the Scope of Work. The Deposit Fund shall be returned to Company within 90 days of the completion of Company's installation services, unless otherwise required to be disbursed to the Customer for a breach of the terms herein.
    - i. Escalation table of events and remediation of customer's loss:
      - 1. **Water, Electric, Sewer, Natural Gas.** Require immediate repair. Such damage incurred shall be repaired and restored to the same or better condition by Company immediately, which shall be defined as within 4 (four) hours ("Immediate Repairs"). Additional damage, including without limitation fill dirt, planting, shrubs and damages assessed by any utilities contractor as required to make Customer whole must be resolved and repaired within 5 calendar days.
      - 2. **Internet or Cable Interruptions.** Require response within 4 hours to provide restored services and any subsequent repair of trenching or running of new cable, fiber, irrigation components required to effect repair to Customer's satisfaction. Temporary or permanent repairs must be completed within twenty-four (24) hours.

3. Plants, Sod, Ground, Landscaping. Require repair and replacement within 7 calendar days to return to original condition to Customer's reasonable satisfaction.
4. Other. Damage to roads, curbs, water drainage, damage to Customer's streets, trees and shrubs in private and common areas, sidewalks, manhole covers, wells and irrigation and pumps, utility boxes, equipment, Satellite LEO Water metering, pavers in driveways, settling or otherwise displacement due to installation shall be identified as quickly as possible for immediate repair and mitigation of damages within 24 hours of identification. If additional time is required to complete the repair work, the proposed repairs must be presented to Customer within 48 hours of identification, including an estimated time for completion. Such repairs must be completed to Customer's reasonable satisfaction within 7 calendar days of identification of the damages in this section.

6. **Indemnification.**

- (a) To the fullest extent permitted by law, and in addition to any other obligations of Company under this Agreement or otherwise, Company shall indemnify, hold harmless, and defend the Customer and its respective officers, directors, Supervisors, Commissioners, employees, staff, managers, attorneys, engineers, consultants, agents, contractors and subcontractors, 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 and actual attorney's fees, to the extent directly caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Company, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Company's performance of, or failure to perform, Company's obligations pursuant to this Agreement or any Services or Company's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Company in this Agreement or any Services.
- (b) To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Agreement enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall not exceed \$1,500,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Agreement 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.

7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

8. **Termination.**

- (a) Default. In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60-day period, commence curing the default within such 60-day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60-day period, the non-defaulting Party may terminate this Agreement upon 30 days' written notice without further liability of either party.
- (b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as

Not for Signature

franchises subject to review, transfer or reapplication, or where termination is the subject of dispute and shall not negate Company's responsibilities under this Agreement.

9. **Removal of Distribution System.**

- (a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3-month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor. In the process of removal of access equipment all roads, sidewalks, plant equipment, terrain and landscape features shall be restored to the property owner's and Customer's reasonable satisfaction.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

10. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.

11. **Escalation.**

- (a) Telephone calls shall be responded to 24 hours a day, 7 days a week within 15 minutes with status and recommended resolution within twenty-four (24) hours, unless such request is an Immediate Repair, in which case the response shall be as set forth in Section 5(d)(i)(1).
- (b) Critical network outages of a street (more than three customers) shall be escalated and responded to within four (4) hours for effected repair within twenty-four (24) hours.
- (c) Repairs may be temporary and a permanent solution shall be implemented within seventy-two (72) hours unless such repair is initially a permanent resolution to the issue or as may otherwise be required in Section 5(d).
- (d) Clear escalation chain of management shall be furnished to the Customer such that Customer may have the ability to communicate with executive support team management should the emergency and need arise in a 24x7 tiered escalation call system.

Manager Customer Service

Title: \_\_\_\_\_ . Phone \_\_\_\_\_ Email Contact: \_\_\_\_\_

Director Customer Service Florida/SE area for emergency escalation as required

Title: \_\_\_\_\_ . Phone \_\_\_\_\_ Email Contact: \_\_\_\_\_

These contacts and content shall be updated annually to ensure continuity for customer service.

12. **Website Link.** Company shall have the right in its sole discretion to approve any trademark/logo of Company used by Customer on Customer's website, its placement within its website, and the use of any statements or claims in

connection with such trademark/logo or Company's products and services on its website. All uses of Company's trademark/logo made by Customer shall inure to the benefit of Company. Customer shall not copy or capture any portion of Company's website or any of its content within frames on Customer's website, or otherwise present or display Company's website content or represent Company's website as Customer's in any manner. Customer shall ensure that the link from its website to Company's website connects the visitor to Company's website unencumbered in any manner.

13. **Public Records.** Company understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Company agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Company acknowledges that the designated public records custodian for the District is Jim Oliver ("Public Records Custodian").

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'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, GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

14. **Interference.** If any device or facility on the Property does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the non-compliant unit or, at Company's reasonable discretion, to the Property until such non-conformance is cured by Company, Customer or resident, as the case may be. Company shall take reasonable measures to not discontinue Services to any portion of the Property that is in compliance with applicable technical specifications.
15. **Changes to Wiring Rights.** In the event applicable law requires (i) Company to permit Customer or a third party to use all or a portion of the Distribution System or (ii) Customer to permit a third party to use all or a portion of the Exclusive Wiring, then such portions of the Distribution System and/or Exclusive Wiring shall be automatically deemed Non-Exclusive Wiring.
16. **Assignability; Binding Effect.** Either Party may assign the Agreement provided that the assignee agrees in writing to be bound by all the terms and conditions hereof. In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall assign this agreement and cause the new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns. Following any assignment, the assigning party shall give prompt notice thereof to the other party and shall not be liable for obligations under this Agreement that accrue on or after the date of the assignment.
17. **Representations and Warranties.** Each Party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. In the event this Agreement is terminated for a breach of these representations and warranties that is the sole cause of the Customer, Customer shall reimburse Company for the time and materials of all work performed at the Property, up to the termination date. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT

Not for Signature

THE SERVICES WILL PROVIDE UNINTERRUPTED USE, OPERATE WITHOUT DELAY OR ERROR, OR BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

18. **Miscellaneous Provisions**

- (a) **Subcontractors**. Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Force Majeure**. Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation.
- (c) **Applicable Law**. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the State of Florida, without regard to its choice of law principles. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.
- (d) **Invalidity**. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (e) **Notices**. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.
- (f) **Insurance**. Company shall maintain throughout the term of this Agreement the following insurance. Each policy will contain a waiver of subrogation in favor of Customer. The Customer, its staff, consultants and supervisors shall be named as additional insureds. The Company shall furnish the Customer with the Certificate of Insurance evidencing compliance with this requirement within fifteen (15) days after execution of this Agreement and prior to the commencement of work, and annually, as required. No certificate shall be acceptable to the Customer unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Customer. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
  - i. Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury liability, and contractual liability covering operations, independent contractor and products/completed operations hazards, with limits of not less than \$1,000,000 for any occurrence and \$2,000,000 annual aggregate, endorsed to name Company, its officers, directors and employees as additional insureds;
  - ii. Workers' Compensation Insurance in accordance with the laws of the State of Florida;
  - iii. Employer's Liability Coverage with limits of at least \$500,000 for per accident or disease;



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- iv. Business Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Company of any owned, non-owned, or hired automobiles, trailers or other equipment required to be licensed, endorsed to name Company, its officers, directors and employees as additional insureds; and
- v. Umbrella/Excess Liability Insurance with limits of at least \$5,000,000 per occurrence and annual aggregate in excess of the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance policies.

DRAFT

## SCOPE OF WORK

1. Installation or Upgrade of the System. The following tables set forth the responsibilities of the Parties with respect to installation of, or upgrade to, the components making up the System. Each party agrees that work performed by it shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, and applicable law. Each Party is responsible for obtaining necessary permits for the work it performs hereunder. The Parties agree to reasonably cooperate regarding their construction and installation schedules. Customer agrees to comply with Company specifications regarding Customer's installation (if any) of any portions of the System. In the event Company determines that any wiring installed by Customer has not been installed in accordance with Company's specifications, Company shall not be required to continue its installation work or provide the Services until Customer's wiring is installed in accordance with its specifications.

DISTRIBUTION SYSTEM				
	Company		Customer	
	Pays for/ Provides	Installs/ Performs	Pays for	Installs/ Performs
Trenching	x	x		
Conduit (Pull Strings)	x	x		
Pull Boxes	x	x		
Cabling	x	x		
Termination/Testing	x	x		
Electronics	x	x		
Cross Connects (all)	x	x		

INSIDE WIRING				
	Company		Residents (not Customer)	
	Pays for/ Provides	Installs/ Performs	Pays for	Installs/ Performs
Home run wiring	x	x		
Home wiring			x	x
Outlets & Wallplates			x	x
Structured Wiring Blocks/Modules			x	x

2. Underground Facilities; Trenches. Prior to Company's installation work, Customer shall provide to Company any plans it has locating underground facilities existing on the Property. Customer shall give Company at least 20 days' notice of the opening of utility trenches on the Property so that Company may, at its option, install its Distribution System in the common utility trenches.
3. Escalations. In the event of a major installation breach of any aforementioned facilities and services of the Customer, an immediate escalation shall be made to the District Manager for Customer and to the Company

executives and management of the Company per the call list indicated in Section 10 and repairs made pursuant to Section 5(d).

4. Escalation Costs. All costs for escalation and repair shall be carried by the Company. In the event the Company fails to meet its obligation to respond as set forth herein and in Section 5 of the Agreement, the Customer may approve the emergency repair and use the Deposit Fund for payment of all expenses, mechanical, physical, landscaping, soft costs including legal and engineering as may be necessary, and as further provided in Section 5(d). This provision and the provision of Section 5(d) are intended so that the Customer shall not incur any out of pocket costs whatsoever for damages, breach or other impacts caused by Company in conjunction with this Agreement, whether direct or indirect.

## GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated 12/1/2022, is made by and between Comcast Cable Communications Management, LLC, with an address of 7201 North Federal Highway, Boca Raton, FL 33487, Attn: Xfinity Communities., its successors and assigns, hereinafter referred to as "Grantee" and Sweetwater Creek Community Development District, a unit of special purpose government existing pursuant to Chapter 190, Florida Statutes, , with an address of 475 West Town Place, Suite 114, St. Augustine, FL 320926972 Lake Gloria Blvd., Orlando, FL 32809, its successors and assigns, hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to an Xfinity Communities Service Agreement dated 12/1/2022 (the "Agreement"), pursuant to which the Grantee provides certain services described in the Agreement to the Property described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the property described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Distribution System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located at 605 Palencia Club Dr, St. Augustine in St. Johns County, FL, described as follows:

### LEGAL DESCRIPTION:

(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that the Distribution System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee, subject to the terms of the Services Agreement entered into between the Grantor and Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution System and shall have free access to said Distribution System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on the Property, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth (and any other improvements so impacted) so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical within 72 hours of disturbance. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Property.

*[signatures appear on following pages]*

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Sweetwater Creek Community Development District

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

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

By: \_\_\_\_\_

Name: Robert Lisotta

Title: Chairman, Board of Supervisors

GRANTEE

WITNESS/ATTEST:

Comcast Cable Communications Management, LLC

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

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

By: \_\_\_\_\_

Name: Amy Smith

Title: Regional Senior Vice President, Florida Region

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Robert Lisotta, the Chairman of the Sweetwater Creek Community Development District, on behalf of said entity. He/she is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
(Print Name)

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast Cable Communications Management, LLC, on behalf of said entity. He/She is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
(Print Name)

My Commission expires: \_\_\_\_\_

## LEGAL DESCRIPTION

## **Compensation Attachment**

1. Company agrees to pay Customer the Per Unit Compensation for the Number of Units listed on the Service Order.
2. If the units are not fully constructed as of the Effective Date, Customer agrees to provide Company with copies of certificates of occupancy, or temporary certificates of occupancy, for all units (collectively, "COs") promptly upon receipt by Customer. Customer agrees to promptly provide to Company a completed and accurate W-9 or such other form containing similar information Company reasonably requests (collectively, "W-9"). Customer shall promptly provide Company an updated W-9 if the information contained therein changes. Company will not owe Customer the Per Unit Compensation during any time when Customer has failed to provide to Company an accurate W-9.
3. Unless otherwise set forth in the Service Order, the Per Unit Compensation shall be payable by Company 90 days from the latter of (i) execution of the Service Order, (ii) receipt by Company of a completed W-9 or such other form containing similar information that Customer provides to Company (iii) where applicable, receipt by Company of the first CO. Customer hereby acknowledges that Company has no obligation to pay the Per Unit Compensation unless and until Customer provides the W-9 and, where applicable, the COs. Once paid, Company has no obligation to pay any portion of the Per Unit Compensation to any third party, even if Customer transfers, sells or otherwise conveys the Property to a third party.
4. In addition to any and all other remedies available to Company at law or in equity, in the event the Agreement is terminated for the uncured default of Customer, (i) this Compensation Attachment shall terminate immediately, (ii) Customer's right to receive the Per Unit Compensation shall terminate immediately and (iii) Customer shall refund to Company a portion of the Per Unit Compensation paid by Company up to the date of termination in an amount equal to the total Per Unit Compensation paid prior to the date of termination, in the first year of this Agreement prorated over 12 months.



## *ELEVENTH ORDER OF BUSINESS*

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

**WHEREAS**, the Board finds it is in the District’s best interests to set a public hearing to adopt the amended and restated rules, rates, fees, and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities.

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

**SECTION 1.** A Public Hearing will be held to adopt amended and restated rules, rates, fees, and charges of the District on April 6, 2023 at 4:00 p.m., at 625 Palencia Club Drive, St. Augustine, FL 32095.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 8th day of February, 2023.

**ATTEST:**

**SWEETWATER CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

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Secretary

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Chairman, Board of Supervisors

**EXHIBIT A**

Amended/Restated Amenity Rules

## SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: \_\_\_\_\_, 2023

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Sweetwater 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.**

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**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 (“Amenity Centers” or “Amenity Facilities”).

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

**3. Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

**4. Suspension and Termination of Rights.** The District, through its Board, District Manager, and Operation Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, 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 Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- 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 Policies);
- g. Treating the District’s staff, contractors, representatives, residents, 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, amenities management, contractors, representatives, residents, 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, 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 access to the District's Amenity Facilities 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, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

**5. Authority of District Manager and Operation Manager.** The District Manager, Operation Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Operation Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. 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.

**6. 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 actual 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).

**7. 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.

**8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during 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 if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspender.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. 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.

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

e. 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.

f. 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.

**9. 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 5, and the hearing shall be conducted in accordance with Section 8.

**10. 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.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, 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”), as referenced in Section 8(e). 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 8(f), 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.

**12. 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 the Amenity Facilities, 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 Amenity Facilities after expiration of a suspension imposed by the District.

**13. 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, paragraph, clause or provision.