

*Sweetwater Creek
Community Development District*

Agenda

April 6, 2023

AGENDA

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

March 30, 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 **Thursday, April 6, 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 February 8, 2023 Meeting
 - B. Financial Statements
 - C. Check Registers
 - 1. January
 - 2. February
- IV. Staff Reports
 - A. Landscape Team – Maintenance Report
 - B. District Counsel – Request for Lawyer-Client Session
 - C. District Engineer
 - 1. Report on Las Calinas Asphalt Inspection
 - 2. Ratification of Requisitions 72 & 73
 - 3. Consideration of Requisition 74
 - D. Field Manager
 - 1. Report

2. Proposals for Monument Repair

- E. District Manager
- F. Director of Amenities
- V. Public Hearing for the Purpose of Adopting Revised Suspension and Termination Rules and Amended and Restated Rules of Procedure; Resolution 2023-06
- VI. Updates on Capital Improvement Projects
 - A. Fitness Center (Supervisor Lisotta)
 - B. Pickleball Courts (Supervisor Smith)
 - C. Parks (Supervisor Usina; backup documentation provided by operations staff)
- VII. Consideration of Duval Landscape Maintenance Service Agreement for FY2023 (Backup documentation submitted by Supervisor Handler; This document is for Board consideration and has not been Board approved)
- VIII. Discussion of Benches (Supervisor Cervelli)
- IX. Discussion of Envera* (Supervisor Cervelli)
- X. Discussion of Petition Regarding Pedestrian Safety at Otero Point and Las Calinas Intersection (Supervisor Smith – backup documentation provided)
- XI. Discussion of North Entrance Guard House (Supervisors Usina and Smith; backup documentation provided by Supervisor Smith)
 - Speed Bumps
 - Placement of Scanner
 - Improved Camera System*
 - Break-Away Gate Poles
 - Crosswalk and Signage
- XII. Discussion of Fiscal Year 2024 Budget Process
- XIII. Other Business
- XIV. Supervisor Requests / Public Comment
- XV. Next Scheduled Meeting – Thursday, May 4, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XVI. Adjournment

* Note: In accordance with Sections 119.071(3)(a) and 281.301, *Florida Statutes*, a portion of the meeting may be closed to the public, as it relates to details of the District's

security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.

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 **Wednesday, February 8, 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, KVV
Erin Gunia	Director of Amenities
Chris Hall	Field Operations Manager, RMS
Daniel Todd	Account Manager, Duval Landscape
Mary Marchiano	Duval Landscape

The following is a summary of the discussions and actions taken at the February 8, 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 thanked the Board for the CPR class that was offered.

A resident read a statement on behalf of her neighbors stating, "When the Isle of Palencia on Rio Del Norte was developed, one of the aesthetics envisioned was a live oak tree lined street. The owners on the marsh side of the street with sidewalk medians consist of 42 homes. There are approximately 82 live oak trees on the sidewalk medians. This is an average of almost two live oak trees per home, give or take one or two. Just to give perspective, Rio Del Norte Road is 0.8

miles long and an average lot frontage is approximately 100-square feet. The last of the live oak trees built on Rio Del Norte ended up three to four post warranty years later with dead or clearly unhealthy trees requiring replacement due to installation negligence; 68 fit these descriptions. No remedy for our tree dilemma was found after two years of effort with neither the developer, DR Horton, their contract for landscape, or Sweetwater Creek CDD. At first account they had no remedy either as they said the developer's tree plan could not be altered except for a few alternatives similarly problematic in placement until we asked the question, can any street median trees be placed in our common area as an alternative, and the answer was yes, provided that we pay \$100 for a survey to mark utility lines. Since Sweetwater Creek owns the common areas around Rio Del Norte, we are once again asking for some help in mitigating a small amount of burden some owners will face in replacement of trees, root remediation, sidewalk curb and paver replacement. What we're proposing is an individual homeowner donation and paid planting of Sweetwater Creek approved trees in an irrigated portion of one of our common areas. This will leave us with more spacing in front of some homes."

A resident stated that some residents have started to hear wild boars again.

THIRD ORDER OF BUSINESS

Approval of the Consent Agenda

A. Minutes of the January 5, 2023 Meeting

There were no comments on the minutes.

B. Financial Statements

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

C. Check Register

A copy of the check register totaling \$55,860.40 was included in the agenda package.

On MOTION by Mr. Smith, seconded by Mr. Cervelli, with all in favor, the Consent Agenda was approved 5-0.

FOURTH ORDER OF BUSINESS Staff Reports

A. Landscape Team

1. Maintenance and Irrigation Reports

Copies of the landscape reports were included in the agenda package for the Board's review.

Mr. Todd stated that the palm trees in La Palma Park need to be trimmed. Mr. Smith added the quote to trim the Palm trees is \$7,000. Mr. Smith also added that the Crepe Myrtles have not been trimmed in several years and a lot of the Crepe Myrtles in Onda park are dying with some needing to be removed. A proposal to trim the Crepe Myrtles is quoted at \$4,436.28. Mr. Smith proposed setting up a schedule for tree trimmings in the future.

Mr. Usina suggested looking into companies that specialize in trimming trees to ensure the best price for such services.

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with Mr. Smith, Mr. Lisotta and Mr. Handler in favor and Mr. Usina and Mr. Cervelli opposed, the quotes for trimming the Palm and Crepe Myrtle trees were approved 3-2.
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Mr. Smith asked that a map of irrigation controller locations be provided.

2. Consideration of Proposal for Landscape and Irrigation Maintenance Services for Fitness Center, Competition Pool and Dog Park Areas

Mr. Handler informed the Board that Marshall Creek currently holds the contract for the fitness center, competition pool and dog park areas, and Duval has proposed Sweetwater Creek taking over the areas to avoid issues borne by two landscape contractors maintaining adjacent areas.

Ms. Kilinski stated that she has spoken to Marshall Creek's counsel regarding the potential of the change in contracts. The interlocal agreement allows for the districts to work together on transitioning those particular areas with a 60-day notice of termination, unless they are willing to transition it faster. The cost for maintenance of those areas is approximately \$25,000.

Mr. Lisotta stated he was not in favor of providing Duval any more work while they are in a probationary period. The motion below as made to table consideration of the proposal.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with Mr. Smith, Mr. Lisotta Mr. Usina and Mr. Cervelli in favor and Mr. Handler opposed, tabling consideration of the proposal to add new areas to the landscape contract was approved 4-1.
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Mr. Handler informed the Board that Duval replaced plants eaten by deer at their own expense.

Mr. Smith proposed adding pine straw in the areas in which the grass is dying due to too much shade under trees in an effort to save on irrigation. Mr. Lisotta asked for an estimated cost on the pine straw prior to considering approval.

B. District Counsel

Ms. Kilinski reminded the Board that at the last meeting the Board considered designating certain parks as safe spaces. At a Board of County Commissioners meeting, staff asked for authorization to revisit the related County ordinance. The County attorney disclosed that they were undergoing a review and modifications to the ordinance but did not elaborate. District staff will continue to work with the County on the issue.

Mr. Handler asked for an update on the grounded boat discussed in previous meetings. Ms. Kilinski responded that FWC sent representatives out to look at the boat and it has been red tagged.

C. District Engineer

1. Ratification of Requisitions 66 and 68

Mr. Oliver gave an overview of requisition numbers 66 and 68, noting they were signed between meetings to ensure timely processing to keep projects moving.

On MOTION by Mr. Smith, seconded by Mr. Cervelli, with all in favor, requisition numbers 66 and 68 were ratified 5-0.

2. Consideration of Requisitions 67, 69, 70 and 71.

Mr. Oliver gave an overview of requisitions 67, and 69 through 71.

On MOTION by Mr. Smith, seconded by Mr. Cervelli, with all in favor requisition numbers 67, 69, 70 and 71 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.

E. District Manager

Mr. Oliver noted he would provide an overview of the budget process for the upcoming fiscal year at the next meeting.

Mr. Handler asked for clarification on line items over budget for this fiscal year that were mentioned earlier in the meeting by Mr. Cervelli.

Mr. Oliver responded that the first line item over budget is landscape due to \$25,000 worth of ground dressings expensed in October. The second is the tree line item due to unexpected tree removals.

Mr. Usina asked that the tree line item be separated to create one for annual tree maintenance and another for emergency tree removals.

Mr. Cervelli forewarned that while the utilities line item is currently favorable, FP&L has been looking to push increases to consumers.

F. Director of Amenities

Ms. Gunia informed the Board that the gas heaters have been installed for the pool and provided updates on the fitness center renovations.

The following item was taken out of order of the agenda.

SIXTH ORDER OF BUSINESS

Updates on Capital Improvement Projects

A. Fitness Center

Mr. Lisotta reported that the rearrangement of the fitness equipment and purchase of new equipment has been received well.

Mr. Usina stated that he and Ms. Gunia have been discussing the need to update the security camera system to incorporate the pickleball courts, fitness center and parking lot outside the fitness center.

B. Pickleball Courts

Mr. Smith reported that there will be four pickleball courts side by side and noted that other than the paint colors, the aesthetic of the courts will match the tennis courts. A reservation system is also planned for usage of the courts.

C. Parks

Mr. Usina and Mr. Hall presented proposals totaling \$78,597.60 for installation of a full-size basketball court off Glorietta. Mr. Usina explained they're looking at a play structure and a swing to be installed towards Las Calinas, options for Onda Park, as well as locations to install a dog park. Mr. Usina asked for approval of funds to install a basketball court, play structure and a swing set in the Glorietta area. He will work with England Thims & Miller on finalizing details such as the survey and any necessary permits.

Ms. Kilinski noted agreements would be drafted for the projects.

Mr. Lisotta asked that more quotes for the basketball court be obtained due to the caveats highlighted in the proposals from Pro Sealed Asphalt.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, authorizing an amount not to exceed \$115,000 for installation of a basketball court, and a playground was approved 5-0.

FIFTH ORDER OF BUSINESS**Discussion of Updated Comcast Proposal**

Mr. Smith informed the Board there was a concern for how to protect the residents should damages occur while the utility lines are being installed, so language has been added to require a \$100,000 bond that would be posted in cash to an account that the District Manager would manage, however he stated that he believes it's a lot of risk for the homeowners. It was noted those changes have not yet been discussed with Comcast to see if they would approve the language.

Mr. Lisotta stated his preference for continuing to negotiate with Comcast.

Mr. Handler stated that he had concerns with fiber becoming antiquated and the number of problems installation could cause for the residents.

Mr. Usina commented that residents are consistently looking for other options for utility providers.

Mr. Cervilli commented on the issues he's had with Comcast in his business.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with Mr. Lisotta and Mr. Usina in favor, and Mr. Handler, Mr. Smith and Mr. Cervelli opposed, moving forward with continuing to negotiate with Comcast was not approved 2-3.

SEVENTH ORDER OF BUSINESS

Food Court Cooperation with Marshall Creek

Mr. Cervelli stated that because of his restaurant experience he was asked what could potentially be done with the pool. He has made some recommendations on the menu and the equipment that will be shared with Marshall Creek.

Ms. Gunia added that she and Ms. Belynda Tharpe are speaking with vendors and the Marshall Creek board as far as what direction they want to go in as far as updating the facility and equipment.

EIGHTH ORDER OF BUSINESS

Discussion on Envera

Mr. Cervelli expressed his concerns with Envera and the issues with the lack of response when assistance is needed at the gate.

Mr. Usina added that he would like to look into changing the recording used at the gate.

Mr. Hall added that he has requested a tag reader camera for the exit lane.

NINTH ORDER OF BUSINESS

Discussion of Final Asphalt Lift on Certain District Roads

Mr. Handler informed the Board that there is a question of whether Lennar finished the second asphalt lift on Las Calinas and Ensenada Drive prior to leaving the community.

Mr. Oliver stated that a Lennar representative came out to the community to investigate and confirmed the second lift was applied. The next step is to have the engineer investigate to get his opinion.

TENTH ORDER OF BUSINESS

Discussion of St. Johns River Water Management Matters

Ms. Kilinski reminded the Board that at the last meeting the Board received copies of correspondence from a resident to the HOA and St. Johns River Water Management District as it pertained to conservation easement impacts. Shortly before that meeting, counsel received a notice from the water management district that they reviewed the impacts and deemed them not to be a violation of the easement. She added since that time, there have been continued threats of litigation from the resident that complained originally. There is no claim against the District that District Counsel is aware of. A cease and desist was issued to the homeowner that impacted the

vegetation by the water management district and this District. She noted the District is not legally required to demand a replanting, however that is an option the District has.

Mr. Handler asked that an update be given at the next meeting should there be any change in information by that time.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-04, Setting a Public Hearing to Consider Adopting Revised Suspension and Termination Rules

Ms. Kilinski stated that the purpose of revising the suspension and termination rules is to ensure the rules generally match what Marshall Creek has adopted, and to include the ability to impose fines to the extent that there is property damage or vandalism that occurs as well as the ability to suspend privileges if those fines are not paid.

Mr. Usina stated that he would work with Ms. Gunia on obtaining quotes for an upgraded security system.

On MOTION by Mr. Smith, seconded by Mr. Usina, with all in favor, Resolution 2023-04, setting a public hearing for April 6, 2023 for the purpose of adopting revised suspension and termination of access rules was approved 5-0.

TWELFTH ORDER OF BUSINESS

Other Business

Mr. Usina asked if there is an update on the issue of a deposit paid to Sports Surfaces.

Mr. Oliver responded that he and Mr. Smith spoke with the President of Sports Surfaces after the last meeting who said that he would look into it. The next step would be small claims court.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, authorizing District Counsel to proceed with small claims court for the deposit made to Sports Surfaces was approved 5-0.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests / Public Comment

Supervisor Requests:

Mr. Lisotta asked staff to look into the request made earlier in the meeting for residents to install a tree in a common area at their expense.

Mr. Cervelli stated that he believes it's an HOA matter to decide how they want their street to look and the other residents on the street should be given an opportunity to provide their opinion on the request.

Public Comment:

A resident asked if the Board has considered sound barriers for pickleball.

Mr. Smith responded yes.

A resident asked why the CDD would consider the basketball court on Glorietta with the amount of traffic and noise it would create in the area.

Mr. Usina responded that there is only one basketball court and one playset in all of Sweetwater for all 746 homes. He also noted certain areas suggested such as by the school or by Publix are not owned by the District.

Multiple residents provided comments in favor of pursuing the Comcast agreement.

FOURTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – March 2, 2023 at
4:00 p.m. at 625 Palencia Club Drive, St.
Augustine, Florida 32095**

FIFTEENTH 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

Chairman/Vice Chairman

B.

Sweetwater Creek
Community Development District

Unaudited Financial Reporting
February 28, 2023



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Sweetwater Creek
Community Development District
Balance Sheet
February 28, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:					
Cash:					
Cash - Operating Account	\$ 164,434	\$ -	\$ 72,199	\$ -	\$ 236,633
Cash - Amenity Account	\$ 111,399	\$ -	\$ -	\$ -	\$ 111,399
Cash - Debit Card Account	\$ 2,762	\$ -	\$ -	\$ -	\$ 2,762
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 108,906	\$ -	\$ -	\$ 108,906
Revenue	\$ -	\$ 721,206	\$ -	\$ -	\$ 721,206
Prepayment	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenue	\$ -	\$ 20,344	\$ -	\$ -	\$ 20,344
Construction	\$ -	\$ -	\$ -	\$ 1,002,284	\$ 1,002,284
Prepaid Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Investment SBA	\$ 1,070,494	\$ -	\$ 181,429	\$ -	\$ 1,251,923
Investment - Custody	\$ 145,963	\$ -	\$ -	\$ -	\$ 145,963
Due From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Due From Capital	\$ 558	\$ -	\$ 17,100	\$ -	\$ 17,658
Due from Other	\$ 596	\$ -	\$ 1,733	\$ -	\$ 2,329
Total Assets	\$ 1,496,206	\$ 983,526	\$ 272,461	\$ 1,002,284	\$ 3,754,477
Liabilities:					
Accounts Payable	\$ 69,046	\$ -	\$ -	\$ -	\$ 69,046
Accrued Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Amenity	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 69,046	\$ -	\$ -	\$ -	\$ 69,046
Fund Balances:					
Assigned For Debt Service	\$ -	\$ 983,526	\$ -	\$ -	\$ 983,526
Assigned For Capital Reserves	\$ -	\$ -	\$ 272,461	\$ -	\$ 272,461
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 1,002,284	\$ 1,002,284
Unassigned	\$ 1,427,160	\$ -	\$ -	\$ -	\$ 1,427,160
Total Fund Balances	\$ 1,427,160	\$ 983,525.64	\$ 272,461	\$ 1,002,284	\$ 3,685,431
Total Liabilities & Fund Equity	\$ 1,496,206	\$ 983,526	\$ 272,461	\$ 1,002,284	\$ 3,754,477

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
<u>Revenues:</u>				
Assessments	\$ 1,665,410	\$ 1,596,036	\$ 1,596,036	\$ -
Fitness Center Revenue	\$ 1,400	\$ 583	\$ 845	\$ 262
Interest	\$ -	\$ -	\$ 6,086	\$ 6,086
Total Revenues	\$ 1,666,810	\$ 1,596,619	\$ 1,602,966	\$ 6,347
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 9,600	\$ 4,000	\$ 2,800	\$ 1,200
Engineering Fees	\$ 25,000	\$ 10,417	\$ 7,911	\$ 2,506
District Counsel	\$ 35,000	\$ 14,583	\$ 40,384	\$ (25,801)
Audit Fees	\$ 3,700	\$ -	\$ -	\$ -
Arbitrage	\$ 500	\$ 500	\$ 500	\$ -
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 5,000	\$ 2,083	\$ 2,083	\$ (0)
Trustee Fees	\$ 3,800	\$ 3,143	\$ 3,143	\$ -
District Management Fees	\$ 35,000	\$ 14,583	\$ 14,583	\$ -
Telephone	\$ 700	\$ 292	\$ 147	\$ 145
Postage	\$ 1,500	\$ 625	\$ 1,524	\$ (899)
Public Official Insurance	\$ 4,564	\$ 4,564	\$ 4,088	\$ 476
Copies (2)	\$ 1,000	\$ 417	\$ 1,512	\$ (1,096)
Miscellaneous	\$ 1,500	\$ 625	\$ 383	\$ 242
Legal Advertising	\$ 2,700	\$ 1,125	\$ 92	\$ 1,033
Information Technology	\$ 1,050	\$ 438	\$ 438	\$ -
Website Maintenance	\$ 800	\$ 333	\$ 333	\$ (0)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Cost Share Expense - Marshall Creek	\$ 40,000	\$ -	\$ -	\$ -
Total General & Administrative:	\$ 174,089	\$ 60,403	\$ 82,596	\$ (22,194)
<u>Operation and Maintenance</u>				
Electric	\$ 75,000	\$ 31,250	\$ 28,564	\$ 2,686
General Insurance	\$ 6,148	\$ 6,148	\$ 5,507	\$ 641
Landscape Maintenance (1)	\$ 346,000	\$ 144,167	\$ 146,365	\$ (2,198)
Landscape Improvements	\$ 80,000	\$ 33,333	\$ 12,036	\$ 21,297
Lake Maintenance	\$ 27,940	\$ 11,642	\$ 7,690	\$ 3,952
Fountain Maintenance	\$ 1,500	\$ 625	\$ -	\$ 625
Irrigation Repairs & Maintenance	\$ 22,000	\$ 9,167	\$ 9,517	\$ (350)
Storm Clean-Up	\$ 2,000	\$ 833	\$ -	\$ 833
Field Repairs & Maintenance	\$ 31,300	\$ 13,042	\$ 4,003	\$ 9,038
Tree Removals	\$ 12,540	\$ 12,540	\$ 13,718	\$ (1,178)
Streetlight Repairs	\$ 2,250	\$ 938	\$ -	\$ 938
Signage Repairs	\$ 1,500	\$ 625	\$ -	\$ 625
Holiday Decoration	\$ 5,000	\$ 2,083	\$ 362	\$ 1,721
Miscellaneous Field Supplies	\$ 1,000	\$ 417	\$ 960	\$ (543)
Guardhouse Maintenance	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Playground Repairs & Maintenance	\$ 2,500	\$ 1,042	\$ -	\$ 1,042
Total Field Operations:	\$ 619,178	\$ 268,892	\$ 228,723	\$ 40,170

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
Amenities Cost Share				
Administrative:				
Property & Casualty Insurance	\$ 26,520	\$ 26,520	\$ 24,779	\$ 1,741
Payroll - Salaried	\$ 82,160	\$ 34,233	\$ 34,233	\$ (0)
Payroll - Hourly	\$ 100,336	\$ 41,807	\$ 36,260	\$ 5,547
Payroll - Benefits	\$ 15,975	\$ 6,656	\$ 6,656	\$ (0)
Payroll Taxes	\$ 14,028	\$ 5,845	\$ 5,845	\$ (0)
Professional Services - Engineering	\$ 68,056	\$ 28,356	\$ 28,356	\$ 0
Professional Services - Information Technology	\$ 1,800	\$ 750	\$ 988	\$ (238)
Travel & Per Diem	\$ 150	\$ 63	\$ -	\$ 63
Training	\$ 200	\$ 83	\$ -	\$ 83
Licenses & Permits	\$ 400	\$ 167	\$ 25	\$ 142
Subscriptions & Memberships	\$ 500	\$ 208	\$ 135	\$ 74
Office Supplies	\$ 3,000	\$ 1,250	\$ 1,410	\$ (160)
Office Equipment	\$ 2,000	\$ 833	\$ 1,070	\$ (237)
Communication - Telephone/Internet/TV	\$ 12,000	\$ 5,000	\$ 4,478	\$ 522
Internet/Telephone - Guard House	\$ 5,400	\$ 2,250	\$ 2,253	\$ (3)
Field:				
Field Management Fees	\$ 84,000	\$ 35,000	\$ 35,000	\$ -
General Utilities	\$ 83,000	\$ 34,583	\$ 25,880	\$ 8,704
Refuse Removal	\$ 3,885	\$ 1,619	\$ 2,017	\$ (398)
Security	\$ 82,200	\$ 34,250	\$ 31,744	\$ 2,506
Janitorial Services	\$ 16,000	\$ 6,667	\$ 5,547	\$ 1,120
Operating Supplies - Spa & Paper	\$ 4,500	\$ 1,875	\$ 989	\$ 886
Operating Supplies - Uniforms	\$ 500	\$ 208	\$ -	\$ 208
Cleaning Supplies	\$ 15,000	\$ 6,250	\$ 1,882	\$ 4,368
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 10,000	\$ 10,250	\$ (250)
Gate Repairs & Maintenance	\$ 2,500	\$ 1,563	\$ 1,563	\$ -
Dog Park Repairs & Maintenance	\$ 11,650	\$ 4,854	\$ 165	\$ 4,690
Park Mulch	\$ 1,500	\$ 1,500	\$ 5,201	\$ (3,701)
Miscellaneous Field Supplies	\$ 6,100	\$ 2,542	\$ 1,569	\$ 973
Buildings Repairs & Maintenance	\$ 15,000	\$ 6,250	\$ 2,147	\$ 4,103
Pest Control	\$ 2,500	\$ 1,042	\$ 373	\$ 669
Pool Maintenance - Contract	\$ 20,321	\$ 8,467	\$ 8,446	\$ 21
Pool Repairs & Maintenance	\$ 10,000	\$ 4,167	\$ 418	\$ 3,749
Pool Chemicals	\$ 2,500	\$ 1,042	\$ 1,049	\$ (7)
Signage & Amenity Repairs	\$ 300	\$ 125	\$ -	\$ 125
Special Events	\$ 2,000	\$ 1,603	\$ 1,603	\$ -
Fitness:				
Professional Services - Outside Fitness	\$ 58,872	\$ 24,530	\$ 22,030	\$ 2,500
Fitness Equipment Repairs & Maintenance	\$ 7,000	\$ 2,917	\$ 4,015	\$ (1,099)
Fitness Equipment Rental	\$ 35,000	\$ 14,583	\$ 5,507	\$ 9,077
Miniature Golf Course Maintenance	\$ 750	\$ 313	\$ -	\$ 313
Miscellaneous Fitness Supplies	\$ 6,300	\$ 2,625	\$ 3,156	\$ (531)
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 2,667	\$ 1,570	\$ 1,097
Total Amenities Cost Share	\$ 834,302	\$ 365,262	\$ 318,608	\$ 46,654
Reserves				
Capital Reserve Transfer	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Reserves	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Expenditures	\$ 1,777,569	\$ 844,557	\$ 779,927	\$ 64,630
Excess Revenues (Expenditures)	\$ (110,759)		\$ 823,040	
Fund Balance - Beginning	\$ 110,759		\$ 604,121	
Fund Balance - Ending	\$ -		\$ 1,427,160	

(1) 2022 Bed Dressing Renewal

(2) Easment Violation Notices

Sweetwater Creek

Community Development District

Debt Service Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
Revenues:				
Special Assessments	\$ 741,613	\$ 718,734	\$ 718,734	\$ -
Prepayments	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 3,658	\$ 3,658
Total Revenues	\$ 741,613	\$ 718,734	\$ 722,392	\$ 3,658
Expenditures:				
Series 2019 - A1				
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	\$ -	\$ -	\$ -	\$ -
Series 2019 - A2				
Interest - 11/01	\$ 49,050	\$ 49,050	\$ 49,050	\$ -
Interest - 05/01	\$ 49,050	\$ -	\$ -	\$ -
Principal - 05/01	\$ 120,000	\$ -	\$ -	\$ -
Special Call - 05/01	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 741,100	\$ 138,050	\$ 158,050	\$ (20,000)
Other Sources/(Uses)				
Transfer In	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 513		\$ 564,342	
Fund Balance - Beginning	\$ 149,391		\$ 419,183	
Fund Balance - Ending	\$ 149,904		\$ 983,526	

Sweetwater Creek

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
Revenues:				
Capital Reserve Transfer In	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Interest	\$ -	\$ -	\$ 1,429	\$ 1,429
Cost Share - Marshal Creek	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 150,000	\$ 150,000	\$ 151,429	\$ 1,429
Expenditures:				
Capital Outlay	\$ 50,000	\$ 20,833	\$ 35,575	\$ (14,742)
Repair and Maintenance	\$ 50,000	\$ 20,833	\$ -	\$ 20,833
Other Current Charges	\$ 1,000	\$ 417	\$ 206	\$ 211
Total Expenditures	\$ 101,000	\$ 42,083	\$ 35,781	\$ 6,303
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 49,000	\$ 107,917	\$ 115,648	
Fund Balance - Beginning	\$ 183,587		\$ 156,813	
Fund Balance - Ending	\$ 232,587		\$ 272,461	

Sweetwater Creek

Community Development District Capital Projects Fund - Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 28, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/23	Thru 02/28/23	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 9,281	\$ 9,281
Total Revenues	\$ -	\$ -	\$ 9,281	\$ 9,281
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 150,371	\$ (150,371)
Total Expenditures	\$ -	\$ -	\$ 150,371	\$ (150,371)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ (141,090)	
Fund Balance - Beginning	\$ -		\$ 1,143,373	
Fund Balance - Ending	\$ -		\$ 1,002,284	

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments	\$ -	\$ 198,533	\$ 335,235	\$ 967,573	\$ 94,694	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,596,036
Fitness Center Revenue	\$ 275	-	570	-	-	-	-	-	-	-	-	-	845
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interest	\$ 820	\$ 918	\$ 728	\$ 1,372	\$ 2,249	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,086
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
													\$ -
Total Revenues	\$ 1,095	\$ 199,451	\$ 336,533	\$ 968,945	\$ 96,943	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,602,966
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 800	\$ -	\$ 800	\$ 800	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,800
Engineering Fees	\$ 1,071	\$ 3,678	\$ 846	\$ 745	\$ 1,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,911
District Counsel	\$ 6,160	\$ 9,673	\$ 7,577	\$ 8,551	\$ 8,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40,384
Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	500
Assessment Roll	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,083
Trustee Fees	\$ 3,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,143
District Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,583
Telephone	\$ -	\$ 25	\$ 54	\$ 19	\$ 49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	147
Postage	\$ 134	\$ 250	\$ 808	\$ 180	\$ 151	\$ -	\$ -	\$ 24	\$ -	\$ -	\$ -	\$ -	1,524
Public Official Insurance	\$ 4,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,088
Copies	\$ 126	\$ 306	\$ 785	\$ 154	\$ 142	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,512
Miscellaneous	\$ 200	\$ 21	\$ 31	\$ 13	\$ 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	383
Legal Advertising	\$ -	\$ 77	\$ -	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	92
Information Technology	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	438
Website Maintenance	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	333
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 21,884	\$ 18,018	\$ 14,388	\$ 13,949	\$ 14,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,596
<u>Operation and Maintenance</u>													
Electric	\$ 5,428	\$ 5,562	\$ 5,554	\$ 6,010	\$ 6,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28,564
General Insurance	\$ 5,507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,507
Landscape Maintenance	\$ 49,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	146,365
Landscape Improvements	\$ -	\$ -	\$ 400	\$ -	\$ 11,636	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	12,036
Lake Maintenance	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,690
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs & Maintenance	\$ 1,225	\$ 2,092	\$ 2,370	\$ 3,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,517
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Repairs & Maintenance	\$ 540	\$ 762	\$ 1,949	\$ 128	\$ 624	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,003
Tree Removals	\$ 7,842	\$ -	\$ 3,727	\$ 2,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,718
Streetlight Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Signage Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Holiday Decoration	\$ -	\$ 362	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	362
Miscellaneous Field Supplies	\$ 345	\$ -	\$ 615	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	960
Total Field Operations:	\$ 71,697	\$ 34,589	\$ 40,426	\$ 37,929	\$ 44,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 228,723

Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenities														
Administrative:														
Property & Casualty Insurance	\$	24,238	\$ -	\$ -	\$ -	\$ 541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24,779
Payroll - Salaried	\$	6,847	\$ 6,847	\$ 6,847	\$ 6,847	\$ 6,847	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	34,233
Payroll - Hourly	\$	7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	36,260
Payroll - Benefits	\$	1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,656
Payroll Taxes	\$	1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,845
Professional Services - Engineering	\$	5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	28,356
Professional Services - Information Technology	\$	150	\$ 150	\$ 150	\$ 150	\$ 388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	988
Travel & Per Diem	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Training	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Licenses & Permits	\$	-	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25
Subscriptions & Memberships	\$	27	\$ 27	\$ 27	\$ 27	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	135
Office Supplies	\$	11	\$ 493	\$ 41	\$ 690	\$ 174	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,410
Office Equipment	\$	-	\$ 112	\$ -	\$ 958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,070
Communication - Telephone/Internet/TV	\$	1,026	\$ 966	\$ 904	\$ 689	\$ 893	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,478
Internet/Telephone - Guard House	\$	448	\$ 448	\$ 448	\$ 334	\$ 576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,253
Cost Share Expense - Marshall Creek	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field:														
Field Management Fees	\$	7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	35,000
General Utilities	\$	4,334	\$ 4,567	\$ 4,919	\$ 6,264	\$ 5,795	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	25,880
Refuse Removal	\$	315	\$ 467	\$ 405	\$ 405	\$ 423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,017
Security	\$	7,110	\$ 6,432	\$ 6,067	\$ 12,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	31,744
Janitorial Services	\$	1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,547
Operating Supplies - Spa & Paper	\$	104	\$ 197	\$ 54	\$ 102	\$ 532	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	989
Operating Supplies - Uniforms	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Cleaning Supplies	\$	144	\$ 1,560	\$ -	\$ 39	\$ 139	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,882
Amenity Landscape Maintenance & Improvements	\$	2,000	\$ 2,250	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,250
Gate Repairs & Maintenance	\$	-	\$ -	\$ 1,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,563
Guardhouse Maintenance	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dog Park Repairs & Maintenance	\$	165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	165
Park Mulch	\$	-	\$ 5,201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,201
Playground Repairs & Maintenance	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Field Supplies	\$	1,037	\$ 53	\$ 284	\$ -	\$ 195	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,569
Buildings Repairs & Maintenance	\$	196	\$ 548	\$ 482	\$ 645	\$ 276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,147
Pest Control	\$	72	\$ 72	\$ 72	\$ 79	\$ 79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	373
Pools Maintenance - Contract	\$	1,524	\$ 1,524	\$ 1,524	\$ 1,953	\$ 1,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,446
Pools Repairs & Maintenance	\$	72	\$ -	\$ 346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	418
Pools Chemicals	\$	357	\$ -	\$ 277	\$ -	\$ 415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,049
Signage & Amenity Repairs	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Special Events	\$	-	\$ -	\$ -	\$ 1,603	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,603
Fitness:														
Professional Services - Outside Fitness	\$	4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	22,030
Fitness Equipment Repairs & Maintenance	\$	1,103	\$ 498	\$ 675	\$ 1,732	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,015
Fitness Equipment Rental	\$	513	\$ 513	\$ 1,522	\$ 513	\$ 2,444	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,507
Miniature Golf Course Maintenance	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Fitness Supplies	\$	762	\$ 53	\$ 635	\$ 910	\$ 796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,156
Capital Outlay - Machinery & Equipment	\$	-	\$ -	\$ -	\$ -	\$ 1,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,570
Total Amenities	\$	80,496	\$ 60,918	\$ 57,180	\$ 66,014	\$ 54,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	318,608
Reserves														
Capital Reserve Transfer	\$	-	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150,000
Total Reserves	\$	-	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150,000
Total Expenditures	\$	174,078	\$ 113,524	\$ 111,995	\$ 267,892	\$ 112,438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	779,927
Excess Revenues (Expenditures)	\$	(172,983)	\$ 85,927	\$ 224,538	\$ 701,053	\$ (15,496)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	823,040

Sweetwater Creek

Community Development District

Long Term Debt Report

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

SERIES 2019A-2, SPECIAL ASSESSMENT REVENUE BONDS	
INTEREST RATES:	3.560%, 4.020%
MATURITY DATE:	5/1/2038
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$110,550
RESERVE FUND BALANCE	\$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)
CURRENT BONDS OUTSTANDING	\$2,550,000

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%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2019 Debt Service Asmt</i>	<i>Total</i>
11/2/22	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)	\$0.00	\$1,403,295.14	\$967,573.15	\$435,721.99	\$1,403,295.14
02/01/23	INTEREST				\$3,190.38	\$3,190.38	\$2,199.77	\$990.61	\$3,190.38
02/21/23	7	\$141,700.74	(\$2,737.68)	(\$4,816.66)	\$0.00	\$134,146.40	\$92,494.05	\$41,652.35	\$134,146.40
							\$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		\$ 2,456,498.06	\$ (47,175.10)	\$ (97,743.51)	\$ 3,190.38	\$ 2,314,769.83	\$ 1,596,035.70	\$ 718,734.13	\$ 2,314,769.83

97.02%	Net Percent Collected
\$ 71,022.96	Balance Remaining to Collect

SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$ 8,032.00
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$ 4,293.70
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$ 8,090.00
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$ 6,250.00
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$ 4,495.00
1/6/20	6	Rick Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$ 46,000.00
1/6/20	7	Rick Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCrefD120 - 10% upon execution of the Agreement	\$ 11,500.00
2/6/20	8	East Coast Wells & Pump Service	Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor	\$ 2,137.00
2/6/20	9	Rick Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCrrfN120 - 10% Balance Upon Final Sign Off	\$ 11,500.00
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$ 6,790.80
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$ 35,240.00
2/24/20	12	Rick Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$ 46,000.00
2/26/20	13	Rick Arsenaault Certified Pool Consultant, Inc.	Invoice: SWCgtr220 - Gutter Grating Supports repaired	\$ 500.00
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$ 5,034.68
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 - Back Flow Testing	\$ 265.00
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$ 6,790.80
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$ 3,000.02
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffic Study & Certification Package	\$ 1,062.00
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$ 4,000.44
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$ 16,357.00
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$ 12,310.00
6/22/20	22	Yellowstone Landscape	Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$ 25,583.33
7/14/20	23	Hopping Green & Sams	Invoice: 113207, 113803, 114427, 115066 - Project Construction	\$ 1,053.50
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$ 1,458.00
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	\$ 24,722.16
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$ 7,888.00
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$ 559.00
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$ 2,644.28
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$ 258.00
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$ 1,075.00
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$ 5,034.00
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$ 58,703.67
2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$ 2,570.79
5/13/21	34	Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$ 2,570.78
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$ 3,444.73
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$ 210.00
3/8/22	37	England Thims & Miller	Invoice 0201371 - Engineer's Report	\$ 2,500.00
4/20/22	38	Invision Construction	Invoice #0001 Fitness Center Expansion Process	\$ 2,000.00
4/20/22	39	Basham & Lucas Desing Group Inc	Invoice #8851 Palencia Amenity & CDs	\$ 5,200.00
7/11/22	40	Basham & Lucas Desing Group Inc	Invoice #8929 Palencia Amenity & CDs	\$ 3,889.78
6/22/22	41	England Thims & Miller	Invoice #203006 Palencia Fitness Center Addition & Modification	\$ 3,750.00
6/22/22	42	KE Law Group PLLC	Invoice #2879 2019 Project Construction	\$ 217.00
7/11/22	43	Basham & Lucas Desing Group Inc	Invoice #8963 Palencia Amenity & CDs	\$ 13,600.00
8/8/22	44	KE Law Group PLLC	Invoice #2993 2019 Project Construction	\$ 344.50
8/8/22	45	England Thims & Miller	Invoice #203518 Palencia Fitness Center Addition & Modification	\$ 6,250.00
8/8/22	46	Basham & Lucas Desing Group Inc	Invoice #9014 Palencia Amenity & CDs	\$ 13,025.00
9/19/22	47	ECS Florida LLC	Palencia Fitness Center Addition Invoice #995173	\$ 3,500.00
9/19/22	48	England Thims & Miller	Invoice #204046 Palencia Fitness Center Addition & Modification	\$ 7,392.55
9/19/22	49	Basham & Lucas Desing Group Inc	Invoice #9028 Palencia Amenity & CDs	\$ 8,046.25
9/19/22	50	KE Law Group PLLC	Invoice #3599 2019 Project Construction	\$ 992.00
9/19/22	51	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$ 7,375.00
9/19/22	52	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$ 726.00
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
1/11/23	63	Sweetwater Creek CDD	Palencia Interior Renovation Change Order Id #PAL_002 Invision Construction Inc	\$ 13,315.00
1/11/23	64	England Thims & Miller	Invoice #205795 Palencia Fitness Center Addition & Modification	\$ 983.75
1/11/23	65	KE Law Group PLLC	Invoice #5089 2019 Project Construction	\$ 31.00
1/11/23	66	IT Systems of Jacksonville LLC	Invoice #1312 Deposit for New Audio System for Amenity Center	\$ 2,100.00
1/17/23	68	Bartram Trail Surveying Inc	Invoice #5651 Palencia Fitness Cneter Topographic Survey 1/4/23	\$ 3,080.00
2/14/23	67	Sweetwater Creek CDD	Invoice #1226 Mirrors for Fitness Room - Nassau Windows & Glass	\$ 5,300.00
2/14/23	69	England Thims & Miller	Invoice# 206344 Pickleball Courts Addition & Modifications	\$ 367.50
2/14/23	70	Sweetwater Creek CDD-Capital Reserve	Invoice# 01.10.2023 Anastasia Pool & Spa Inc Gas Heater Replacement for Pool and Invoice# PAL_004 Invision Construction Inc for Fitness Interior Renovation	\$ 16,218.00
2/14/23	71	Sweetwater Creek CDD	Invoice #1231 Nassau Windows & Glass Inc. Rain Glass installation for gym	\$ 850.00
2/28/23	73	Invision Construction	Final Payment per agreement for Palencia Interior Renovation	\$ 42,531.00
TOTAL				\$ 634,884.56
Project (Construction) Fund at 08/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 02/28/23				\$ 96,390.45
Requisitions Paid thru 02/28/23				\$ (634,884.56)
Remaining Project (Construction) Fund				\$ 1,002,283.85

C.

1.

Sweetwater Creek

Community Development District

Summary of Invoices

January 01, 2023 - January 31, 2023

Fund	Date	Check No.'s	Amount
General Fund			
	1/6/23	3786-3790	\$ 810.00
	1/11/23	3791-3792	450,000.00
	1/17/23	3793-3799	40,550.53
	1/25/23	3800-3807	42,625.32
			<hr/>
			\$ 533,985.85
Amenity Fund			
	1/6/23	2206-2208	\$ 8,047.48
	1/17/23	2209-2218	33,371.96
	1/25/23	2219-2222	6,580.43
			<hr/>
			\$ 47,999.87
Capital Reserve			
	1/6/23	18	\$ 15,000.00
	1/17/23	19-20	\$ 16,218.00
			<hr/>
			\$ 31,218.00
TOTAL			<hr/>
			\$ 613,203.72

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/06/23	00075	1/05/23 01052023	202301 310-51300-11000		*	200.00	
		1/5/23 BOARD MEETING		CHARLES USINA III			200.00 003786
1/06/23	00089	1/05/23 01052023	202301 310-51300-11000		*	200.00	
		1/5/23 BOARD MEETING		JOHN T SMITH			200.00 003787
1/06/23	00051	1/05/23 01052023	202301 310-51300-11000		*	200.00	
		1/5/23 BOARD MEETING		ROBERT LISOTTA			200.00 003788
1/06/23	00040	1/05/23 01052023	202301 310-51300-11000		*	200.00	
		1/5/23 BOARD MEETING		STEPHEN J HANDLER			200.00 003789
1/06/23	00093	12/01/22 12012022	202212 310-51300-49000		*	10.00	
		ROBERT LISOTTA COMM FEES		FLORIDA DIVISION OF ELECTIONS			10.00 003790
1/11/23	00079	1/11/23 01112023	202301 300-58100-10000		*	150,000.00	
		FY23 CAPITAL RSRV TRANSFR		STATE BOARD OF ADMINISTRATION			150,000.00 003791
1/11/23	00079	1/11/23 01112023	202301 300-15100-10000		*	300,000.00	
		GENERAL FUND EXCESS TXF		STATE BOARD OF ADMINISTRATION			300,000.00 003792
1/17/23	00086	12/20/22 18748	202212 320-53800-46200		*	24,273.00	
		DEC LANDSCAPE MAINTENANCE		DUVAL LANDSCAPE MAINTENANCE			24,273.00 003793
1/17/23	00093	12/14/22 12142022	202212 310-51300-49000		*	10.00	
		JOHN SMITH COMMISSION FEE		FLORIDA DIVISION OF ELECTIONS			10.00 003794
1/17/23	00063	11/30/22 76023	202211 320-53800-47000		*	1,538.00	
		NOV LAKE MAINTENANCE		FUTURE HORIZONS			1,538.00 003795
1/17/23	00029	1/01/23 140	202301 310-51300-34000		*	2,916.67	
		JAN MANAGEMENT FEES					
		1/01/23 140	202301 310-51300-35200		*	66.67	
		JAN WEBSITE ADMIN					
		1/01/23 140	202301 310-51300-35100		*	87.50	
		JAN INFORMATION TECH					

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
1/25/23	00090	11/14/22 3415524	202210 310-51300-48000	NOTICE QUAL PERIOD CANDID	*	77.32	
				CA FLORIDA HOLDINGS,LLC			77.32 003801
1/25/23	00042	9/30/22 9	202210 310-51300-31300	AMORT 2019A1 11/1 \$15K	*	100.00	
		9/30/22 9	202210 310-51300-31300	AMORT 2019A2 11/1 \$5K	*	100.00	
				DISCLOSURE SERVICES LLC			200.00 003802
1/25/23	00086	1/02/23 19100	202301 320-53800-46200	JAN LANDSCAPE MAINTENANCE	*	24,273.00	
				DUVAL LANDSCAPE MAINTENANCE			24,273.00 003803
1/25/23	00011	12/01/22 0205874	202211 310-51300-31100	NOV GENERAL SERVICES/MTG	*	333.13	
		1/09/23 0206349	202212 310-51300-31100	DEC GENERAL SERVICES/MTG	*	333.13	
				ENGLAND-THIMS & MILLER INC			666.26 003804
1/25/23	00063	12/28/22 76452	202212 320-53800-47000	DEC LAKE MAINTENANCE	*	1,538.00	
				FUTURE HORIZONS			1,538.00 003805
1/25/23	00084	1/22/23 5382	202212 310-51300-31500	DEC GENERAL COUNSEL/MEET	*	7,576.50	
				KE LAW GROUP PLLC			7,576.50 003806
1/25/23	00071	1/01/23 48	202301 320-53800-12100	JAN CONTRACT ADMIN	*	7,000.00	
		1/12/23 49	202212 320-53800-47301	DEC FIELD RPRS & MAINT	*	609.84	
		1/12/23 49	202212 320-53800-49000	DEC FIELD SUPPLIES	*	319.40	
				RIVERSIDE MANAGEMENT SERVICES			7,929.24 003807
TOTAL FOR BANK A						533,985.85	
TOTAL FOR REGISTER						533,985.85	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/06/23	00080	12/01/22 722244	202301 330-53800-48400	JAN GATE MONITORING	*	6,067.11	
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			6,067.11 002206
1/06/23	00019	1/01/23 13129561	202301 330-53800-52002	JAN POOL CHEMICALS	*	1,920.37	
				POOLSURE			1,920.37 002207
1/06/23	00042	1/01/23 343948	202301 330-53800-41000	MONITORING PHONE 1/1-3/31	*	60.00	
				VILLAGE KEY & ALARM INC			60.00 002208
1/17/23	00096	12/01/22 1144	202212 330-53800-44000	LEASE 10 INDOOR CYC BIKE	*	513.32	
				FRANK A FLORI DBA CHAIRMAN'S ENT			513.32 002209
1/17/23	00120	12/29/22 239	202212 340-53800-48200	REPAIR PEC/FLY & HELIX	*	675.00	
				CLEVER FITNESS			675.00 002210
1/17/23	00113	12/04/22 468	202212 330-53800-41000	SERVICE CALL	*	265.00	
				CRN JAX			265.00 002211
1/17/23	00005	12/22/22 41-25405	202212 330-53800-52200	MULTI FOLD TOWEL	*	54.11	
				DOWNEY'S JANITORIAL SUPPLIES			54.11 002212
1/17/23	00016	11/18/22 BB-15969	202211 330-53800-41000	FITNESS CENTER VOICE	*	110.85	
		11/18/22 BB-15969	202211 330-53800-41000	LAS CALINAS GUARDHOUSE	*	114.00	
				MARSHALL CREEK CDD			224.85 002213
1/17/23	00016	1/05/23 #LANDSCA	202212 330-53800-46200	DEC LANDSCAPING MAINT	*	2,000.00	
				MARSHALL CREEK CDD			2,000.00 002214
1/17/23	00016	12/01/22 12012022	202212 330-53800-12000	DEC PAYROLL SALARIED	*	6,846.67	
		12/01/22 12012022	202212 330-53800-13000	DEC PAYROLL HOURLY	*	7,252.00	
		12/01/22 12012022	202212 340-53800-34500	DEC PROFSERV OUT FITNESS	*	4,406.00	
		12/01/22 12012022	202212 330-53800-23000	DEC PAYROLL BENEFITS	*	1,331.25	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		12/01/22	12012022 202212 330-53800-21000 DEC PAYROLL TAXES		*	1,169.08	
		12/01/22	12012022 202212 330-53800-31100 DEC PROFSERV ENGINEERING		*	5,671.25	
		12/01/22	12012022 202212 330-53800-35200 DEC PROFSERV INFO TECH		*	150.00	
		12/01/22	12012022 202212 330-53800-46500 DEC PAYROLL JANITORIAL		*	1,109.33	
				MARSHALL CREEK CDD			27,935.58 002215
1/17/23	00019	12/01/22	13129561 202212 330-53800-52000 DEC POOL CHEMICALS		*	1,524.10	
				POOLSURE			1,524.10 002216
1/17/23	00104	12/09/22	47 202212 320-53800-47301 NOV FACILITY MAINTENANCE		*	762.30	
		12/09/22	47 202212 320-53800-49000 MAINTENANCE SUPPLIES		*	295.16	
		12/09/22	47 202301 320-53800-47301 NOV FACILITY MAINTENANCE		V	762.30-	
		12/09/22	47 202301 320-53800-49000 MAINTENANCE SUPPLIES		V	295.16-	
				RIVERSIDE MANAGEMENT SERVICES, INC			.00 002217
1/17/23	00042	12/02/22	400574 202212 330-53800-47800 REPLACE PANEL		*	180.00	
		12/02/22	400574 202212 330-53800-47800 REPLACE PANEL		V	180.00-	
				VILLAGE KEY & ALARM INC			.00 002218
1/25/23	00080	1/01/23	723391 202301 330-53800-48400 FEB GATE MONITORING		*	6,067.11	
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			6,067.11 002219
1/25/23	00106	11/23/22	8895 202211 330-53800-47800 FIRE EXTINGUISHER INSPECT		*	105.00	
				ST JOHN'S FIRE EQUIPMENT INC			105.00 002220
1/25/23	00041	11/14/22	19970903 202211 340-53800-34400 NOV PEST CONTROL SERVICES		*	71.66	
		12/12/22	20507259 202212 340-53800-34400 DEC PEST CONTROL SERVICES		*	71.66	
				TURNER PEST CONTROL LLC			143.32 002221
1/25/23	00042	9/19/22	399405 202209 330-53800-47800 9/19 PANEL REPAIR		*	260.00	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		11/15/22	400506 202211 330-53800-47800		*	185.00	
			PANEL REPAIR INSPECTION	VILLAGE KEY & ALARM INC			445.00 002222

TOTAL FOR BANK B						47,999.87	
TOTAL FOR REGISTER						47,999.87	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/06/23	00010	12/27/22 PL_003	202212 600-13100-10000		*	15,000.00	
		ADD ITEMS DOOR VENT PIPE		INVISION CONSTRUCTION INC			15,000.00 000018
1/17/23	00012	1/10/23 01102023	202301 600-13100-10000		*	11,028.00	
		GAS HEATER RPC-POOL		ANASTASIA POOL & SPA INC			11,028.00 000019
1/17/23	00010	1/09/23 PAL_004	202301 600-13100-10000		*	5,190.00	
		FITNESS INTERIOR RENOV		INVISION CONSTRUCTION INC			5,190.00 000020
TOTAL FOR BANK A						31,218.00	
TOTAL FOR REGISTER						31,218.00	

SWCC SWEETWATER CRK BPEREGRINO

2.

Sweetwater Creek

Community Development District

Summary of Invoices

February 01, 2023 - February 28, 2023

Fund	Date	Check No.'s	Amount
General Fund	2/6/23	3808-3809	\$ 2,149.99
	2/9/23	3810-3813	800.00
	2/10/23	3814	750,000.00
	2/17/23	3815-3818	11,385.01
			<hr/> \$ 764,335.00
Amenity Fund	2/6/23	2223-2229	\$ 60,288.04
	2/17/23	2230-2236	7,896.30
			<hr/> \$ 68,184.34
TOTAL			<hr/> \$ 832,519.34

AP300R
*** CHECK NOS. 003809-003818

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
SWEETWATER CREEK - GENERAL
BANK A GENERAL FUND

RUN 3/27/23

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/06/23	00086	1/13/23 19350	202301 320-53800-47302	RMVL 3 PINES 22 MEDIO DR	*	2,149.99	
							2,149.99 003809
DUVAL LANDSCAPE MAINTENANCE							
2/09/23	00075	2/08/23 02082023	202302 310-51300-31100	2/8/23 BOARD MEETING	*	200.00	
							200.00 003810
CHARLES USINA III							
2/09/23	00089	2/08/23 02082023	202302 310-51300-31100	2/8/23 BOARD MEETING	*	200.00	
							200.00 003811
JOHN T SMITH							
2/09/23	00051	2/08/23 02082023	202302 310-51300-11000	2/8/23 BOARD MEETING	*	200.00	
							200.00 003812
ROBERT LISOTTA							
2/09/23	00040	2/08/23 02082023	202302 310-51300-11000	2/8/23 BOARD MEETING	*	200.00	
							200.00 003813
STEPHEN J HANDLER							
2/10/23	00079	2/10/23 02102023	202302 300-15100-10000	GF EXCESS TRANSFER 323520	*	750,000.00	
							750,000.00 003814
STATE BOARD OF ADMINISTRATION							
2/17/23	00011	2/07/23	202301 310-51300-31100	JAN GENERAL SERVICES/MTG	*	437.50	
							437.50 003815
ENGLAND-THIMS & MILLER INC							
2/17/23	00029	2/01/23 141	202302 310-51300-34000	FEB MANAGEMENT FEES	*	2,916.67	
2/01/23	141	202302 310-51300-35200	FEB WEBISTE ADMIN	*	66.67		
2/01/23	141	202302 310-51300-35100	FEB INFO TECH	*	87.50		
2/01/23	141	202302 310-51300-31300	FEB DISSEM AGENT SERVICES	*	416.67		
2/01/23	141	202302 310-51300-49000	OFFICE SUPPLIES	*	3.88		
2/01/23	141	202302 310-51300-42000	POSTAGE	*	151.23		
2/01/23	141	202302 310-51300-42500	COPIES	*	141.60		
2/01/23	141	202302 310-51300-41000	TELEPHONE	*	48.52		
							3,832.74 003816
GOVERNMENTAL MANAGEMENT SERVICES							
SWCC SWEETWATER CRK BPEREGRINO							

AP300R
*** CHECK NOS. 003809-003818

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
SWEETWATER CREEK - GENERAL
BANK A GENERAL FUND

RUN 3/27/23

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
2/17/23	00071	2/01/23 50	202302 320-53800-12100	FEB CONTRACT ADMIN	*	7,000.00	
RIVERSIDE MANAGEMENT SERVICES							7,000.00 003817

2/17/23	00058	2/01/23 2023-05	202302 310-51300-49000	2022 GEN ELECTION COST	*	114.77	
VICKY OAKES, SUPERVISOR OF ELECTION							114.77 003818

TOTAL FOR BANK A						764,335.00	
TOTAL FOR REGISTER						764,335.00	

SWCC SWEETWATER CRK BPEREGRINO

AP300R
*** CHECK NOS. 002223-002236

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
SWEETWATER CREEK - POOL
BANK B AMENITY

RUN 3/27/23

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
2/06/23	00107	2/01/23 17918	202302 330-53800-45000	FITNESS EQUIPMENT INS	*	541.00	
							EGIS INSURANCE ADVISORS, LLC
							541.00 002223
2/06/23	00080	12/06/22 00057193	202212 330-53800-48300	CONTROL BOARD FOR ARM	*	1,027.78	
		12/06/22 00057274	202212 330-53800-48300	GATE LED CONTROL DEVICE	*	535.00	
							HIDDEN EYES LLC DBA ENVERA SYSTEMS
							1,562.78 002224
2/06/23	00016	1/01/23 01012023	202301 330-53800-12000	JAN PAYROLL-SALARIED	*	6,846.67	
		1/01/23 01012023	202301 330-53800-13000	JAN PAYROLL-HOURLY	*	7,252.00	
		1/01/23 01012023	202301 340-53800-34500	JAN OUTSIDE FITNESS	*	4,406.00	
		1/01/23 01012023	202301 330-53800-23000	JAN PAYROLL-BENEFITS	*	1,331.25	
		1/01/23 01012023	202301 330-53800-21000	JAN PAYROLL-TAXES	*	1,169.08	
		1/01/23 01012023	202301 330-53800-31100	JAN ENGINEERING	*	5,671.25	
		1/01/23 01012023	202301 330-53800-35200	JAN INFO TECHNOLOGY	*	150.00	
		1/01/23 01012023	202301 330-53800-46500	JAN JANITORIAL	*	1,109.33	
							MARSHALL CREEK CDD
							27,935.58 002225
2/06/23	00016	1/25/23 BB-16191	202212 330-53800-41000	COMCAST FITNESS CTR	*	110.85	
		1/25/23 BB-16191	202212 330-53800-41100	COMCAST GUARDHOUSE	*	114.00	
							MARSHALL CREEK CDD
							224.85 002226
2/06/23	00016	1/25/23 BB_COSTC	202301 330-53800-51000	12 POINSETTIAS OFFICE	*	167.88	
							MARSHALL CREEK CDD
							167.88 002227
2/06/23	00016	2/01/23 02012023	202302 330-53800-12000	FEB PAYROLL-SALARIED	*	6,846.67	
		2/01/23 02012023	202302 330-53800-13000	FEB PAYROLL-HOURLY	*	7,252.00	
		2/01/23 02012023	202302 340-53800-34500	FEB OUTSIDE FITNESS	*	4,406.00	
		2/01/23 02012023	202302 330-53800-23000	FEB PAYROLL-BENEFITS	*	1,331.25	

SWCC SWEETWATER CRK BPEREGRINO

AP300R
*** CHECK NOS. 002223-002236

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
SWEETWATER CREEK - POOL
BANK B AMENITY

RUN 3/27/23

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		2/01/23	02012023 202302 330-53800-21000		*	1,169.08	
			FEB PAYROLL-TAXES				
		2/01/23	02012023 202302 330-53800-31100		*	5,671.25	
			FEB ENGINEERING				
		2/01/23	02012023 202302 330-53800-35200		*	150.00	
			FEB INFO TECHNOLOGY				
		2/01/23	02012023 202302 330-53800-46500		*	1,109.33	
			FEB JANITORIAL				
				MARSHALL CREEK CDD			27,935.58 002228
2/06/23	00019	2/01/23	13129561 202302 330-53800-52002		*	1,920.37	
			FEB POOL CHEMICALS				
				POOLSURE			1,920.37 002229
2/17/23	00096	1/01/23	1150 202301 330-53800-44000		*	513.32	
			SPIN BIKE LEASE				
		2/01/23	1154 202302 330-53800-44000		*	513.20	
			SPIN BIKE LEASE				
				FRANK A FLORI DBA CHAIRMAN'S ENT			1,026.52 002230
2/17/23	00120	1/25/23	0260 202301 340-53800-48200		*	1,683.00	
			EQUIP REPLACEMENT/REPAIR				
				CLEVER FITNESS			1,683.00 002231
2/17/23	00005	1/23/23	41-25584 202301 330-53800-52200		*	73.06	
			PAPER TOWELS				
		1/23/23	41-25584 202301 330-53800-52100		*	38.58	
			CLEANING SUPPLIES				
		2/02/23	41-25656 202302 330-53800-52200		*	248.75	
			T.P. & PAPER TOWEL				
				DOWNEY'S JANITORIAL SUPPLIES			360.39 002232
2/17/23	00011	1/20/23	01202023 202301 330-53800-47800		*	276.90	
			OUTLET COVER GYM FLOOR				
				ERIN GUNIA			276.90 002233
2/17/23	00031	1/06/23	6919 202301 340-53800-49400		*	1,550.50	
			EGGS FOR EASTER EVENT				
				HOLIDAY GOO			1,550.50 002234
2/17/23	00016	2/07/23	BB-BU-01 202301 330-53800-47800		*	114.25	
			AC FILTERS				
		2/07/23	BB-BU-01 202301 330-53800-51200		*	24.48	
			VINSGUIR AB ROLLER				
		2/07/23	BB-BU-01 202301 330-53800-51200		*	305.85	
			INTERLOCKING RUBBER TILE				

SWCC SWEETWATER CRK BPEREGRINO

AP300R
*** CHECK NOS. 002223-002236

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER
SWEETWATER CREEK - POOL
BANK B AMENITY

RUN 3/27/23

PAGE 3

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		2/07/23	BB-BU-01 202301 330-53800-52000	POOL MAINTENANCE-CONTRACT	*	33.00	
		2/07/23	BB-BU-01 202301 340-53800-48200	TV CABLE WIRES	*	23.78	
		2/07/23	LANDSCAP 202301 330-53800-46200	JAN LANDSCAPE MAINTENANCE	*	2,000.00	
				MARSHALL CREEK CDD			2,501.36 002235
2/17/23	00038	11/18/22 100800	202211 340-53800-48200	FITNESS EQUIPMENT REPAIRS	*	239.98	
		11/18/22 100801	202211 340-53800-48200	FITNESS EQUIPMENT REPAIRS	*	257.65	
				SOUTHEAST FITNESS REPAIR			497.63 002236
				TOTAL FOR BANK B		68,184.34	
				TOTAL FOR REGISTER		68,184.34	

SWCC SWEETWATER CRK BPEREGRINO

FOURTH ORDER OF BUSINESS

A.



**DUVAL
LANDSCAPE
MAINTENANCE, LLC**

With

**Sweetwater Creek
Community Development
District**

**Monthly Reporting
March/April 2023**



DUVAL LANDSCAPE MAINTENANCE, LLC

Monthly Reporting March/April 2023

March started the summer season where mowing and detail will be done on a weekly basis, weather permitting and as needed.

Completed Projects since February's Meeting:

1. Trimming of grasses
2. Trimming of Canary Island Date Palms, Sylvester Date Palms, or Medjool Date Palms on March 3, 2023
3. Sod replacement across from 80 Torcido and two other locations on Torcido
4. Crepe Myrtle trimming
5. Flower rotation 1 of 4 for 2023, planted on March 7, 2022

In Progress:

1. Updated daily work schedule
2. Date of flower rotation 2 of 4 for 2023 (May 2023)
3. Determination of Property Line at Front Entrance
4. Sod repairs throughout community (see attached photos of locations of needed repairs)

Decisions Needed on the Following:

1. Scheduling of either Mulch or Pine Straw installation - Reference proposal numbers 24807, 24809 and 24849
2. Open Irrigation Proposals - Reference proposal numbers 19874, 21144 and 25085

Attachments:

1. Open Proposal Spreadsheet
2. Irrigation Wet Check Reports for February 2023 and March 2023

3. Irrigation Maps - Showing Controller Locations and Coverage Area
4. Pond Map and Location Descriptions

Important Information:

In an effort to improve communication and concerns within the CDD, Duval Landscape Maintenance Communication Portal can be used by all by entering a work order.

The website address is:

www.duvallandscape.com

Once on the site, please communicate with your Duval Landscape Team by placing a work order, in the green bubble, "Enter A Work Order". Add your name, phone number, email address, title (description of your request), description (description of what your concern is), location (type in Sweetwater Creek CDD), category (choose best option) and if possible, add an image, and add street address then hit "Submit Work Order Request". This work order system will allow communication between you and your Duval Team.

Thank you,

YOUR DUVAL TEAM

Mary Marchiano
Account Manager

Michael Wooldridge
Branch Manager

Joshua Boucher
Irrigation Manager

Torre Dunham
Fertilization





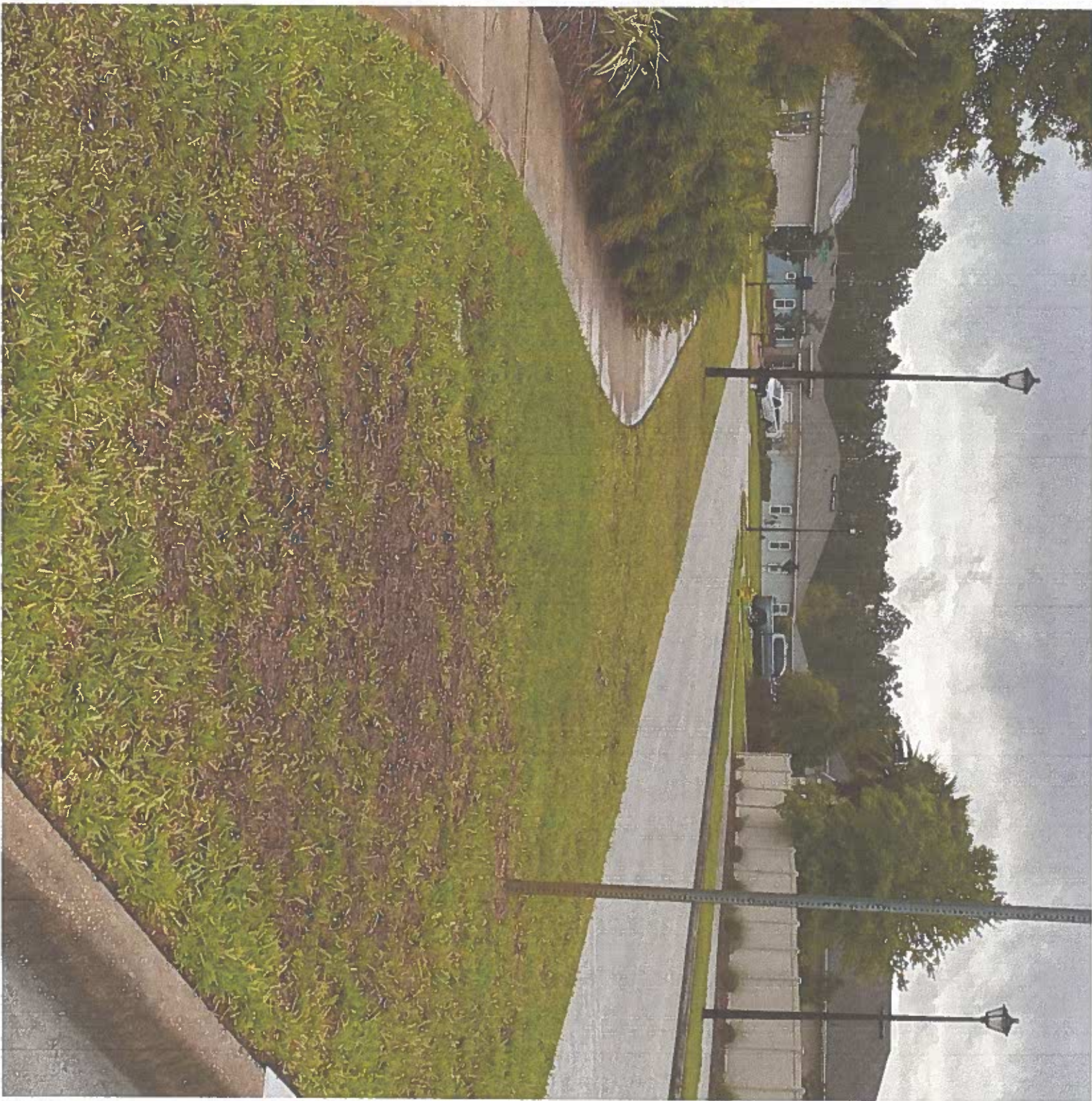
As you enter @ gate house
far left of exit road,
from street light to monument



Corner of Las Calinas
and ~~the~~ Otero Pt
between fire hydrant
and street light



Corner of
Las Calinas
and Calle
De Paz

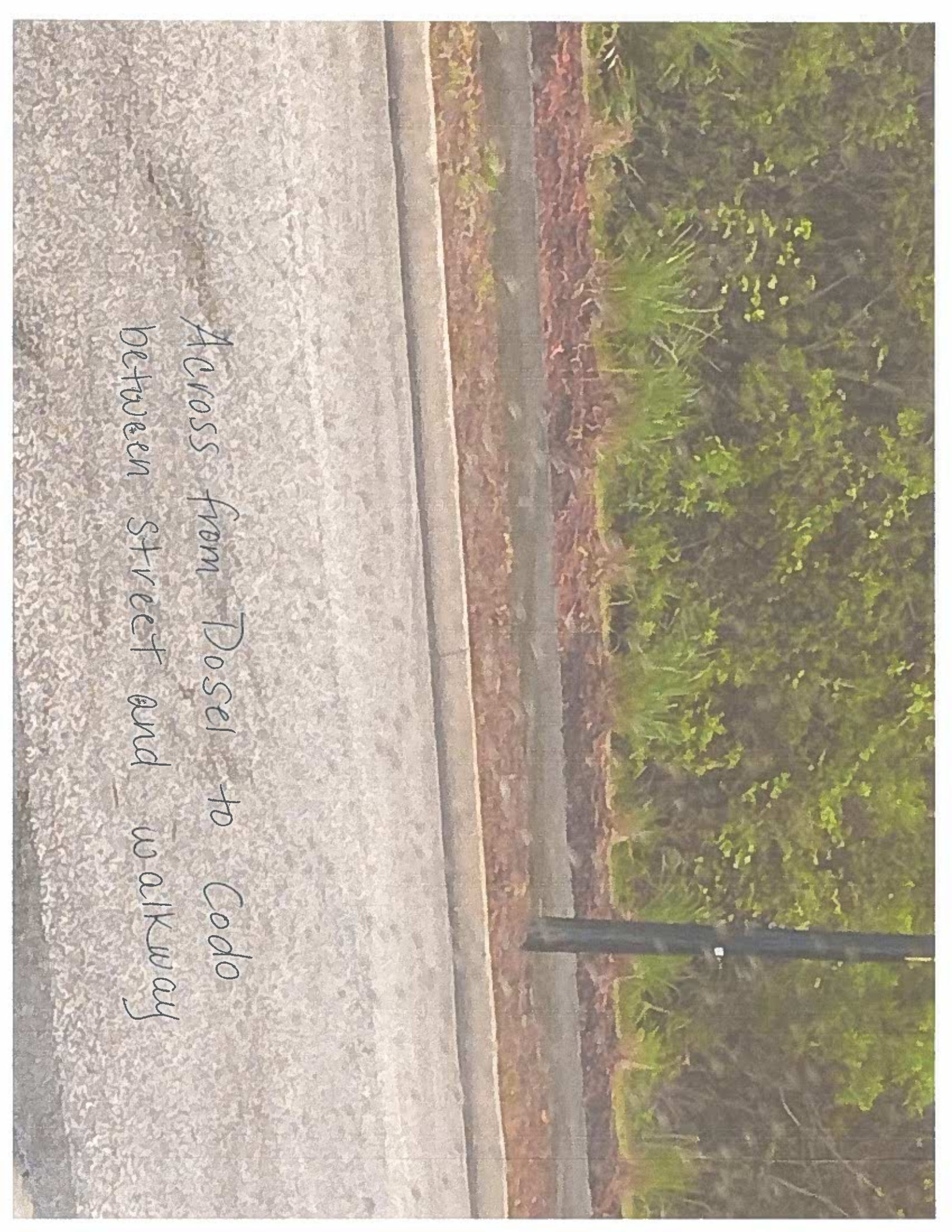


Corner
of
Las
Cavinas
and
Caja
Way



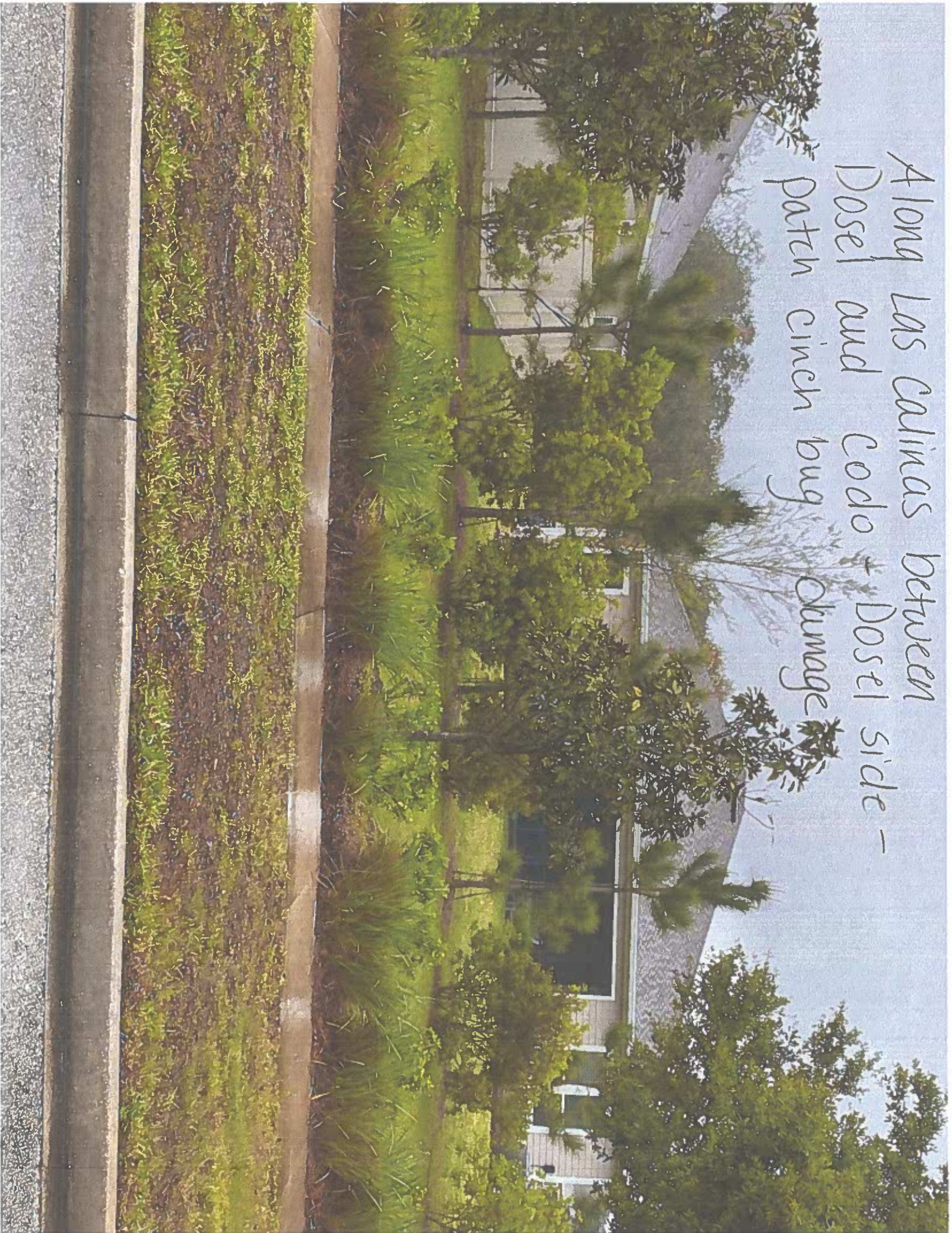
Across from Dose1
to Codo between street
and walkway



A photograph of a paved road with a concrete curb and a grassy area with trees in the background. The road is made of light-colored asphalt or concrete. A concrete curb runs along the edge of the road. To the right of the curb is a grassy area with some trees and bushes. The text is written in a cursive script across the road.

Across from Dosei to Codo
between street and walkway

Along Las Calinas between
Dose1 and Codo - Dose1 side -
patch cinch bug damage





Along Las Colinas between
Dorset and Gordo - Dorset
Side - patch much bug damage



On Las Calinas by
Pole # 355655551
Left side of street if going
to Roundabout
before Glorieta Drive



On Las Calikas on right
if leaving community
before Glorieta Drive

Corner of Glon'eta Drive
Left Side + Berm
(2 areas*)





2 areas

* Corner of Las Ealinas
and Ovalo Court



Ovalo Court
as you turn onto *
it from Las Calinas



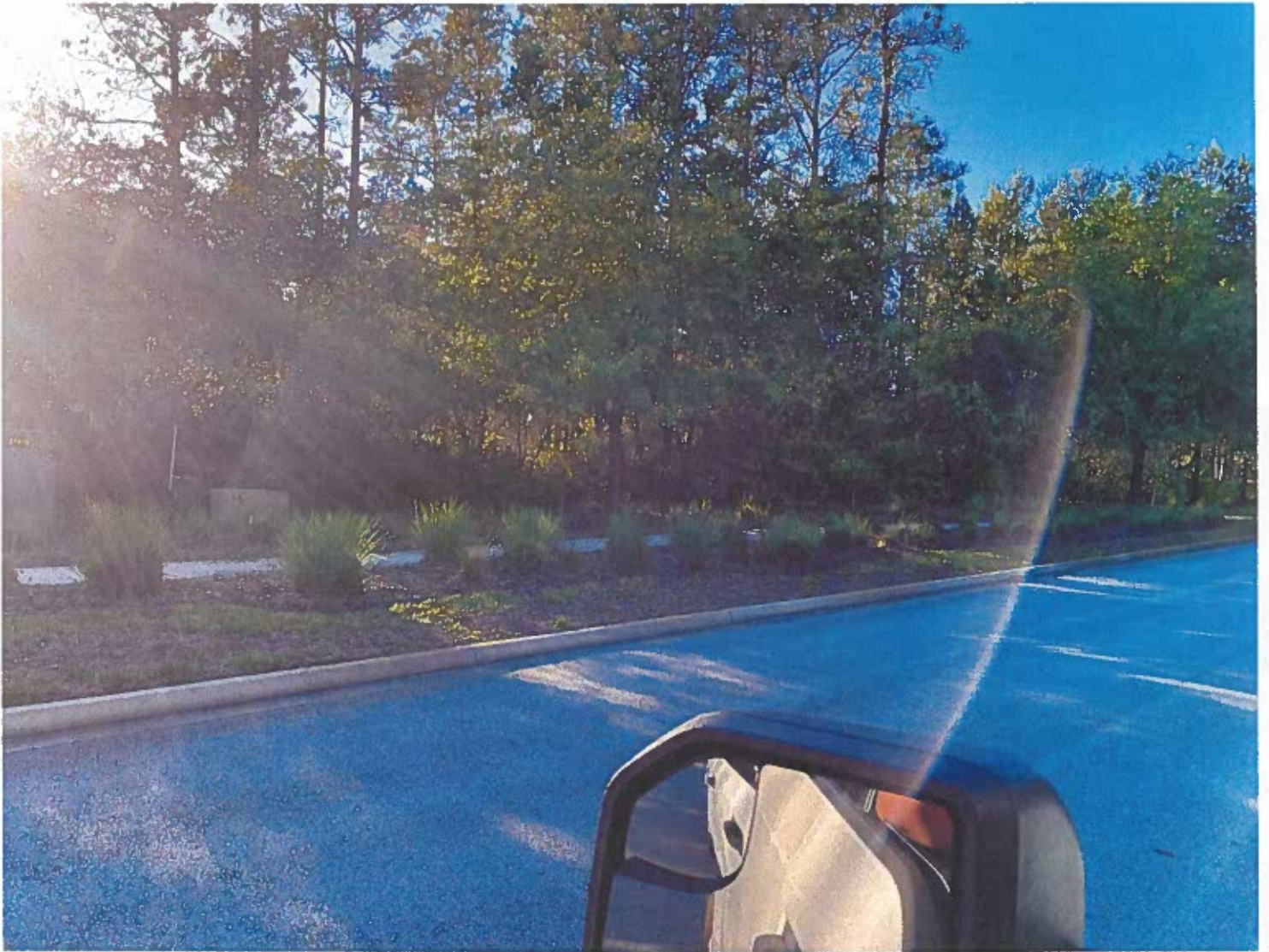
if leaving community
from Glorietta + Las Calinas
on Left before Roundabout





Medio Entrance
(right side)
@ Ensenada
between Stop Sign & 2nd Medio





Curbline ~~Entrance~~
on Ensenada
by Torcido / Medio
Entrance

Corner of
Rincon and
Ensenada





Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

Date	Proposal No.
02/24/23	24807

CUSTOMER

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

PROPERTY

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

Mulching of Common Areas.

DESCRIPTION

Mulch of Common Areas

Enhancement/Extra Services

Chocolate Brown Mulch

QTY

EXT PRICE

800.00

\$40,000.00

Total: \$40,000.00

By _____

Mary Marchiano

Date 2/24/2023

Duval Landscape Maintenance

By _____

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

Date	Proposal No.
02/24/23	24809

CUSTOMER

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

PROPERTY

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

Pine Straw for Common Areas

DESCRIPTION

Pine Straw of Common Areas

Enhancement/Extra Services

Pine straw - Installed - bales

QTY

EXT PRICE

4620.00

\$41,580.00

Total: \$41,580.00

By _____

Mary Marchiano

Date 2/24/2023

Duval Landscape Maintenance

By _____

Date

Sweetwater CDD



Duval Landscape Maintenance
7011 Business Park Blvd N
Jacksonville, FL 32256
www.duvallandscape.com

PROPOSAL

Date	Proposal No.
02/28/23	24849

CUSTOMER

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

PROPERTY

Sweetwater Creek CDD
605 Palencia Club Dr
St. Augustine, FL 32095

Pine Straw for Common Areas (In House)

DESCRIPTION

Pine Straw of Common Areas (In House)

Enhancement/Extra Services

Pinestraw - Installed - bales

Total:	\$36,740.00
---------------	--------------------

By _____

Mary Marchiano

Date 2/28/2023

Duval Landscape Maintenance

By _____

Date

Sweetwater Creek CDD



March 10, 2023
Sweetwater Creek CDD

Contract No. - 19874

ITEM	QTY	UNIT PRICE	TOTAL PRICE
5 HP Centrifugal Pump	1.00	\$5,000.00	\$5,000.00
2" Suction Flange	1.00	\$400.00	\$400.00
2" Galvanized union	1.00	\$100.00	\$100.00
2" Galvanized Fitting	4.00	\$50.00	\$200.00
Misc Irrigation Parts & Fittings	1.00	\$50.00	\$50.00
Irrigation Labor	4.00	\$100.00	\$400.00
			\$6,150.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$6,150.00
		\$0.00
		\$6,150.00

Sale	\$6,150.00
Sales Tax	\$0.00
Total	\$6,150.00

By _____
Joshua Boucher

Date 3/10/2023
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD



March 10, 2023

Contract No. - 21144

Sweetwater Creek CDD

Barbella Cir Centrifugal pump repair Aug 22

REPLACE MYERS QP-30 CENTRIFUGAL PUMP WITH A STA-RITE DHJ 5HP 230V 1PH CENTRIFUGAL

PUMP AND REPIPE SUCTION LINE . REPIPE DISCHARGE LINE AND REPLACE PRESSURE GAUGE .

INSTALL A THERMAL SENSOR AND 24V CUBE RELAY . WIRE IN THERMAL SENSOR AND CUBE RELAY . REWIRE MOTOR AND PRIME PUMP . TEST SYSTEM .

ITEM	QTY	UNIT PRICE	TOTAL PRICE
5hp Centrifugal Pump	1.00	\$5,000.00	\$5,000.00
2" Package for DH centrifugal pump	1.00	\$450.00	\$450.00
Normally open thermal sensor	1.00	\$450.00	\$450.00
24 Volt Cube Relay	1.00	\$250.00	\$250.00
4"x4" Electrical boxes	1.00	\$100.00	\$100.00
.25" Oil filled Pressure gauge	1.00	\$75.00	\$75.00
Misc Irrigation Parts & Fittings	1.00	\$250.00	\$250.00
Irrigation Labor	6.00	\$175.00	\$1,050.00
			\$7,625.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$7,625.00
		\$0.00
		\$7,625.00

Sale	\$7,625.00
Sales Tax	\$0.00
Total	\$7,625.00

By _____
Joshua Boucher

Date 3/10/2023

Duval Landscape Maintenance

By _____

Date _____

Sweetwater Creek CDD



March 10, 2023

Contract No. - 25085

Sweetwater Creek CDD

Flow sensors for the pump stations with 2 pumps. As of now we only have one pump that has flow sensors.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Flow sensor Hunter	5.00	\$350.00	\$1,750.00
Misc Irrigation Parts & Supplies	2.00	\$200.00	\$400.00
Irrigation Labor	6.00	\$100.00	\$600.00
			\$2,750.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$2,750.00
		\$0.00
		\$2,750.00

Sale	\$2,750.00
Sales Tax	\$0.00
Total	\$2,750.00

By _____
Joshua Boucher

Date 3/10/2023
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD

C.

1.

ENGLAND, THIMS & MILLER, INC.

14775 Old St. Augustine Rd.
Jacksonville, FL 32258
(904) 642-8990

INSPECTION REPORT

REFERENCE:	Palencia North – Las Calinas Blvd Sweetwater CDD	DATE:	3-17-23
ET&M No.		TIME:	10:00 A.M.
SUBJECT:	Asphalt Inspection	WEATHER:	Sunny 65°F

Observed:

An inspection was conducted to examine the condition of the asphalt throughout the Sweetwater CDD in the Palencia North Area. The pavement appears to be in good condition and all final lifts of asphalt are in place. There were a few items that may need to be addressed.

The following items were noted during today's visit:

1. The pavement on Las Calinas BLVD is in good shape and condition for the age of the roadway. However, there were a couple of areas of concern that were noted today. The first area is at the intersection of Batter Sea Drive and Las Calinas Boulevard. This area has some significant cracking and the potential for the asphalt to become displaced and create potholes is high. The recommendation would be to mill and replace 1 inch of the asphalt along this connection. This area is approximately 75 feet by 10 feet.

The second area is just southwest of the intersection of Esmeralda Road and Las Calinas Boulevard. This area has significant cracking and the potential for asphalt to become displaced and create potholes is high. The recommendation would be to mill and replace 1 inch of asphalt for the full width of the roadway. This area is approximately 300 feet long by 24 feet wide.

2. There are 4 manholes that are located between the guard shack and the round-about that should be addressed due to settling around the manholes. The roadway at the manhole at the intersection of Enrede Lane appears to be ok.

These manholes have a concrete ring around the lid that is under the asphalt. This is what is causing the cracking around the manhole tops. The asphalt is in good shape around the manholes but there has been some settling that has created the "dips or humps" at these locations. The recommendation to correct or improve the ride of the roadway would be to mill and replace 1 inch of asphalt 10 feet by 10 feet with the manhole in the center.

Jeff Brooks
Senior Project Representative



Las Calinas and Batter Sea Intersection



Las Calinas and Batter Sea Intersection



Las Calinas BLVD, west of Esmerelda RD



Las Calinas BLVD (left side), west of Esmerelda RD



Las Calinas BLVD (right side), west of Esmerelda RD

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: 72

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

(C) Amount Payable: \$770.00

(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 #5734 Palencia Fitness Center Topographic Survey 1/24/2023 and Invoice #5789 Palencia Fitness Center Topographic Survey 2/7/23.

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

The undersigned hereby certifies that:

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

OR

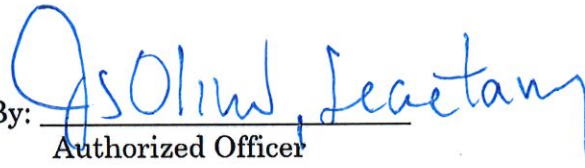
this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

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

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

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

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Authorized Officer

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

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



Consulting Engineer

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

Invoice

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

DATE	INVOICE #
2/17/2023	5789

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 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	0.1	3,850.00	1715-22-001	2/7/2023	385.00
				RECEIVED FEB 21 2023		
				Total Due		
				\$385.00		

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 #
1/31/2023	5734

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

P.O. NUMBER	PROJECT
	Palencia Fitness Center

ITEM	DESCRIPTION	QTY/HRS	RATE	JOB#	SERVICED	AMOUNT
Survey	Palencia Fitness Center *locate yard drains and roof drains	0.1	3,850.00	1715-22-001	1/24/2023	385.00
				RECEIVED FEB 07 2023		
Total Due					\$385.00	

**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: 73

(B) Name and address of Payee: Invision Construction Inc
11251 Business Park Blvd, Suite 4
Jacksonville FL 32256-2711

(C) Amount Payable: \$42,531.00

(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): Final Payment per agreement for Palencia 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



Invision Construction, Inc.

Printed: Feb 15, 2023

11251 Business Park Blvd Ste 4, Jacksonville, FL 32256-2711

Phone: 904-345-0515

CBC1261890

Owner Invoice

Job Information

Jim Oliver
1865 N Loop Pkway, St. Augustine, FL 32095

Invoice Title: Final Invoice

Invoice ID: PAL_005

Invoice Amount: \$42,531.00
Amount Paid: \$0.00

Pending

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: Mar 1, 2023
Balance Due: \$42,531.00

3.

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: 74

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

(C) Amount Payable: \$6275.00

(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 # 207105 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

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



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

March 01, 2023
Project No: 05010.24000
Invoice No: 0207105

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

Professional Services rendered through February 25, 2023

Task 01-05 Lump Sum Services

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1. Revised MDP	2,600.00	25.00	650.00	0.00	650.00
2. SJRWMD Minor Modification	2,400.00	25.00	600.00	350.00	250.00
3. Modify Engineering Plans	7,000.00	50.00	3,500.00	0.00	3,500.00
4. Regulatory Permitting/Approvals					
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	50.00	1,875.00	0.00	1,875.00
Total Fee	19,000.00		6,625.00	350.00	6,275.00
Total Fee				6,275.00	
Total this Task				\$6,275.00	

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
Total this Task			0.00

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
Total this Task			0.00

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

Total this Task 0.00

Invoice Total this Period \$6,275.00

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

D.

1.

4/6/2023

Sweetwater Creek

Community Development District

Field Operations Report



Paul Stratton

FIELD OPERATIONS MANAGER
RIVERSIDE MANAGEMENT SERVICES, INC.

Sweetwater Creek
Community Development District

Field Operations Report
April 6, 2023

To: The Board of Supervisors

From: Paul Stratton
Field Operations Manager

RE: Sweetwater Creek Operations Report – April 6, 2023

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

Completed Items



Installed a new Dog waste station
along Glorieta.

Project in Progress



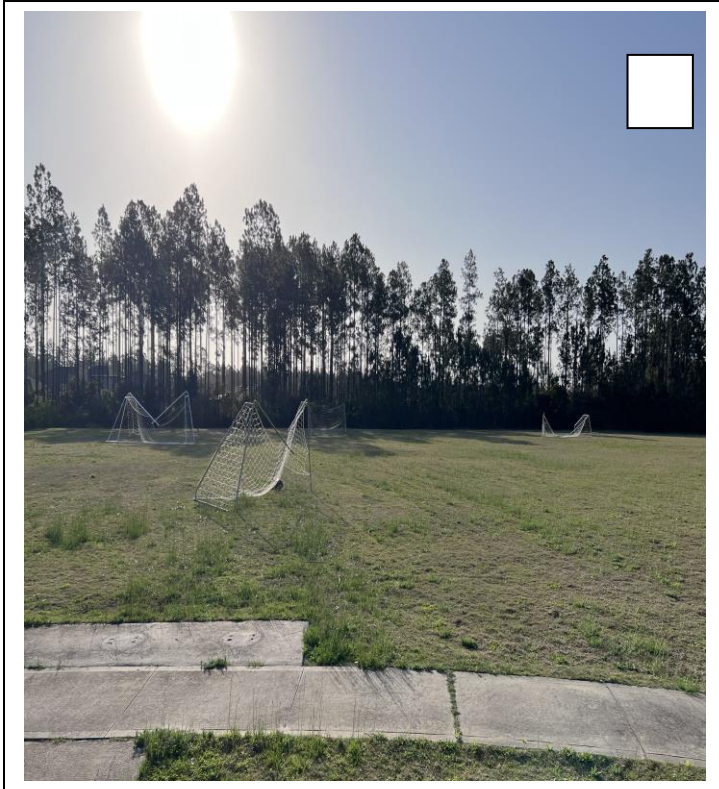
Installing metal lock boxes over
the Smart Controllers.

Completed Items



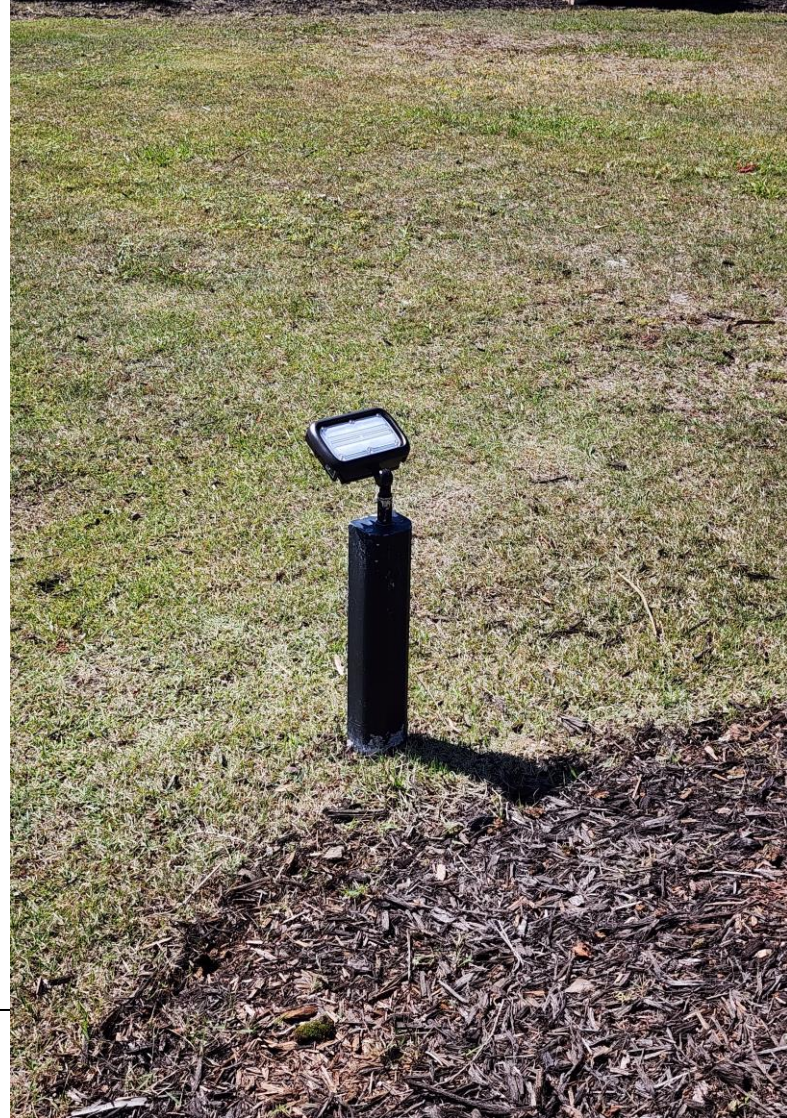
Installed speed bumps at the Las Calinas entrance gates.

Completed Items



Removed broken
soccer goals.

Completed Items



Repaired or replaced
several more lights at the

Project in Progress



Painting light and sign poles
throughout the district

Completed Items



Installed new cam locks in dog pot
receptacles in Amenity Center Dog
Park

Completed Items



Painted and repaired mailbox base
on Enrede Lane

Conclusion

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

pstratton@rmsnf.com

Respectfully,

Paul Stratton
Riverside Management Services



Action Items Report

Sweetwater Creek CDD

Action Items Reported on by:			Chris Hall / Paul Stratton
Action Items	Date	Initials	Comments
The annual flowers were replaced at Duval's expense	1/31/23	CH	Flowers were decimated by deer. Duval replaced and I spread deer repellent
Installed speed bumps at the entrance/exit gates	2/21/23	CH	
installed a dog waste station on Glorieta.	2/21/23	CH	
Removed tree debris and mattress off the side of Las Calinas		CH	
Repaired/replaced several more lights at La palma park	2/20/23	CH	This is an ongoing issue
Install cabinets to protect the new irrigation controllers.	In progress	CH	Ordered the controller cabinets and began installing over the irrigation controllers
Painting the decorative street light poles.	On going	CH	Prepping and painting the light pole throughout Sweetwater.
Sod where the trees were removed	2/15/23	CH	Duval added sod to this area.
The barrier gates continue to get hit and/or malfunction	2/21/23	CH	They have been repaired/ongoing issue
New parks, basketball court and dog park	1/30/23	CH	Working with Mr. Usina and several contractors for proposals
Crepe Myrtles Trimmed	3/22/23	PS	completed
Canary Island,Sylvester,Medjool Date Palms trimmed	3/16/23	PS	completed
Removed Stone and brick debris from damaged column	3/23/23	PS	completed
Installed new cam locks on Dog Waste Stations (2)	3/24/23	PS	completed
Repaired gate arm on exit side	3/27/23	PS	completed
Repaired gate arm on visitor entrance side	3/27/23	PS	completed
Worked on quotes for damaged monument	3/9/23	PS	will move forward with direction

2.



1702 Lindsey Rd
Jacksonville, Fl. 32221
Ph (904) 781-7060 Fax (904) 619-5011

CGC1523954 CMC1250093 CFC1428601 CCC1329086

Palencia HOA

Attn:Paul Stratton- Manager

3 20 23

Re;car damage repairs -1187 Las Calimas

All Weather Contractors is proposing the following services for the below mentioned prices. Any item not specifically mentioned is subject to a written change order.

- >remove all the damaged stones and bricks at the column hit by car at location
- >supply new stones and bricks to match the existing ones as close as possible
- >install all new stones and bricks in locations where damaged due to car
- >mortor all new stones and bricks to match the existing as close as possible
- >we cannot guarantee a perfect match due to the age but we will try our best
- >clean up job and haul away debris

Total Price \$8,935.00

Proposal Signed by_____ **Printed Name**_____

Thank you for your consideration

Scott Haines

C 904.402.6561

JOB	P Stratton	BID#	2002
ADDRESS	St Augustine, FL	DATE	3/23/2023
WORK	Brick & Stone	PREPARED BY	DeJuan M Palmer
		PHONE	904-392-4757
WORK INCLUDED		AMOUNT OF BID	
Demolition, repair brick and stone with matching colors		\$	2,000.00
		TOTAL	\$ 2,000.00

FIFTH ORDER OF BUSINESS

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE AND AMENDED RULES, RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 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, Chapters 190 and 120, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure and rules, rates, fees and charges to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure and Amended Rules, Rates, Fees and Charges, which relate to the District’s amenity facilities, attached hereto as **Composite Exhibit A** for immediate use and application after the conclusion of the public hearing on the same; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure and Amended Rules, Rates, Fees and Charges are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure and Amended Rules, Rates, Fees and Charges replace all prior versions of the Rules of Procedure and rules, rates, fees and charges, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules and rates, fees and charges in accordance with Chapter 190 and Chapter 120, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of April, 2023.

ATTEST:

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Composite Exhibit A:

Amended and Restated Rules of Procedure
Amended/Restated Amenity Rules

COMPOSITE EXHIBIT A

Amended and Restated Rules of Procedure
Amended/Restated Amenity Rules

**RULES OF PROCEDURE
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF APRIL 6, 2023

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Rule 1.0 General.

- (1) The Sweetwater Creek Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board; provided, however, for meeting cancellations, the

District Manager will endeavor to contact each individual Board member to confirm the desire to so cancel and take such information under advisement in making said determination. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at [904-940-5850]. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be submitted to staff for inclusion in the agenda at least eight days before the meeting/hearing/working and available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Any member of the Board may request a meeting agenda item and such agenda item will be on the next succeeding agenda so long as supporting material, if applicable, is provided at least eight days before the meeting/hearing/workshop. However, the District Manager, in consultation with the Chairperson or Vice Chairperson, if the Chairperson is unavailable, may reduce the number of agenda items if necessary to ensure orderly and efficient meetings. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section

190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the

District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;

- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;

- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;

- (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District,

the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice

shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request

for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the

District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
 - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and

- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective April 6, 2023, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SUSPENSION AND TERMINATION OF PRIVILEGES

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. Upon the Director of Amenities and Strategic Planning's assent, 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 suspendee.

- 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.

SIXTH ORDER OF BUSINESS

C.



138 Gentian Rd.
St Augustine, FL 32086
Phone (904)314-7576

DATE: 3/13/2023

CUSTOMER NAME : PAUL STRATTON-RIVERSIDE MANAGEMENT

DESCRIPTION	QUANTITY	TOTAL AMOUNT
94' of 10ft tall black chain link fence around basketball court		\$3,200
410' of black 2 Rail aluminum		\$9,020
		\$12,220
TOTAL:		Combined-\$12,000.00

Make all checks payable to Old City Fence- 138 Gentian Rd. St. Augustine, FL 32086
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

SEVENTH ORDER OF BUSINESS



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:

<u>MONTH</u>	<u>APPLICATION</u> (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

<u>MONTH:</u>	<u>APPLICATION</u> (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:

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

SERVICE SPECIFICATIONS:

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			
Annual Maintenance Price				\$22,872.56

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
	\$22,872.00	\$0.00	\$22,872.00

By _____

Daniel Todd

Date 1/31/2023

Duval Landscape Maintenance

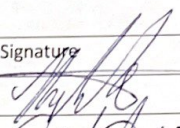
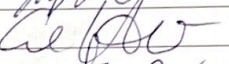
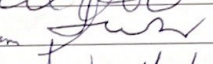
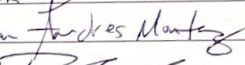

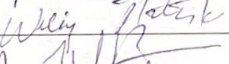
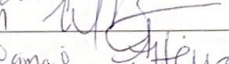
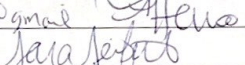
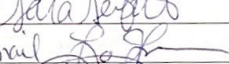
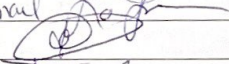
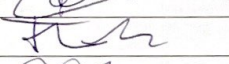
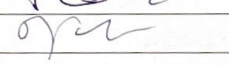
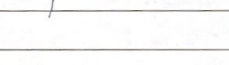

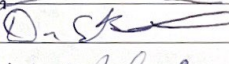
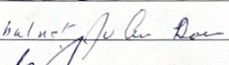
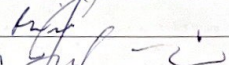
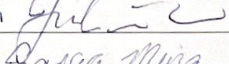
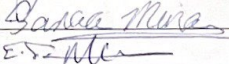
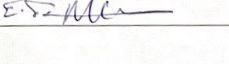

By _____

Date

Sweetwater CDD

TENTH ORDER OF BUSINESS

We, the below, are residents of Palencia North and live on Otero Point. We believe that pedestrian safety is an issue when crossing the street at the intersection of Otero Point and Las Calinas BLVD. We are requesting a crosswalk and pedestrian crossing sign be constructed to ensure the safety of pedestrians crossing the street, especially at high traffic times, and when school-age children are walking to the bus stop.

	Name	Physical Address	Email Address	Signature
1.	Mark Eckstein	225 Otero Point	markslovebrandy@gmail.com	
2.	Alain G. Hemmo	73 Otero Pt	hemmo.greysen@gmail.com	
3.	Sara Baez	36 Otero Pt	sarita-velisse@hotmail.com	
4.	Andres Montanez	36 Otero Pt	andres.montanez@gmail.com	
5.	RAYMOND STANTON	130 OTERO PT	RAYSTANTON@CARTAGE	
6.	Wesley Montoya	76 Otero Pt	wmlas8@att.net	
7.	Monica Bozelle	200 OTERO PT	moni8ch@gmail.com	
8.	Allie Hemmo	73 Otero Pt	brookedaylasphoto@gmail.com	
9.	Sara Seifert	112 Otero Pt	saramarlen@gmail.com	
10.	Laurie Green	58 Otero Pt	lauriegreen863@gmail.com	
11.	Toni-Ann Hewlett	189 Otero Pt	muccia710@gmail.com	
12.	Tom Schilling	45 Otero Pt	beeji137@gmail.com	
13.	William Derome	51 Otero Pt	bderome@att.net	
14.	Andrea Gunn Derome	51 Otero Point	g/mostrecords.com	
15.	Desiree Bardeaux	63 Otero Point	anniegunn@555@gmail.com	
16.		d.bardeaux@gmail.com		
17.	Jo-Ann Dorn	103 OTERO PT	dorn-david-j@sbcsglobal.net	
18.	Rebecca Wise	113 OTERO PT	frwise@hotmail.com	
19.	Frank Liu	137 Otero Pt	frankliu88@gmail.com	
20.	Sue Mina	140 Otero PT		
21.	Sam Mina	140 Otero PT	efm12437@gmail.com	

22.	Nicole Dunn	147 Otero Point	nicoledunn.dbs@gmail.com	UCSD
23.	Michael Landwehr	170 " "	m.l.k.821@yahoo.com	My
24.	Sara Ortwein	197 Otero Point	ortwein.sara@yahoo.com	See
25.	Glenda Reynolds	246 Otero Pt	glendasnurse53@net	Glenda Reynolds
26.	Douglas Ortwein	197 OTERO PT	WISO 202 @AOL.com	WISO 202
27.	Margaret Gurgan Aiello	222 Otero Pt	margslp@aol.com	Margaret
28.	Al Tacornal	222 Otero Pt	al-tacornal@aol.com	Al Tacornal
29.	Richard Mandelson	234 OTERO PT	rmendel2062@gmail.com	RM
30.	Beverly Mowry	210 Otero	nordylady@gmail.com	Beverly Mowry
31.	Ashley Sherman	167 Otero Pt.	ashsherm@att.net	Ashley Sherman
32.	Dan & Hal	160 Otero Pt	Doris L Hall	Dan & Hal
33.	Justin Lucker	121 Otero	JustinLucker@smallrentals.com	Justin Lucker
34.	Andrew Foster	124 Otero Pt	andfoster@comcast.net	Andrew Foster
35.	Veronica Sathen	215 Otero Pt	Veronica	Veronica
36.	CHASTON MALLEOD	237 Otero Pt	cmalleod777@gmail.com	Chaston Malleod
37.	Eric Kott	249 Otero Pt.	ekott41@gmail.com	Eric Kott
	Katie Picciano	178 Otero Pt.	picciano.honda@gmail.com	Katie Picciano

ELEVENTH ORDER OF BUSINESS

From: John Smith johnsmith.sccdd@gmail.com
Subject: Re: Sweetwater Creek CDD Quorum Request
Date: March 23, 2023 at 12:11 PM
To: Courtney Hogge chogge@gmsnf.com
Cc: John Smith johnsmith.sccdd@gmail.com, Jim Oliver joliver@gmsnf.com

Thanks Courtney I will attend.

I have an item for the agenda.

n.) Analysis for the North Entrance Guard house and the speed.bumps.

1. Speed bumps are not the problem or a solution
2. Proper placement for the inbound scanner should be moved several feet towards highway 1
3. Better camera recording system should be placed which we can do with off shelf digital loop cameras which record in low and contrasted license plate lighting to catch persons breaking the gate poles
4. Utilizing better breakaway poles so as to lower costs of incidents per gate.

n.) Addition of crosswalk and pedestrian signs for protection of children crossing at the northern entrance in the AM and Afternoon as drivers are AGGRESSIVELY passing around school bus and parents/children.

* I will bring diagram to meeting

Thanks for adding this agenda Item - I am sure others will have one as well.

Best regards
John