

*Sweetwater Creek  
Community Development District*

*Agenda*

*August 3, 2023*

## *AGENDA*

**Sweetwater Creek  
Community Development District**

475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
[www.SweetwaterCreekCDD.com](http://www.SweetwaterCreekCDD.com)

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July 27, 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, August 3, 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 July 6, 2023 Meeting
  - B. Financial Statements
  - C. Check Register
- IV. Staff Reports
  - A. Landscape Team
    - 1. Maintenance Report
    - 2. Proposal for Pine Straw at the Fitness Center
    - 3. Proposal for Landscape Improvements at the Corner of Las Calinas and Glorietta
    - 4. Proposal to Temporarily Move Main Line During Construction
  - B. District Counsel
  - C. District Engineer
    - 1. Ratification of Requisitions 96-98
    - 2. Update on Onda Park Drainage Survey

- D. Field Manager – Report
- E. District Manager – Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2024
- F. Director of Amenities
- V. Updates on Capital Improvement Projects
  - A. Pickleball Courts (Supervisor Smith)
    - 1. Ratification of Proposal from American Electrical Contracting for Installation of Light Poles
    - 2. Consideration of Change Order for Installation of Fans in Cabanas
  - B. Gravel Parking Lot Expansion (Supervisor Smith)
    - 1. Parking Lot
    - 2. Parking Lot vs Dog Park Transition
  - C. Parks (Supervisor Usina)
- VI. Consideration of Resolution 2023-09, Authorizing Board Designees to Execute Permits, Change Orders and Other District Documents
- VII. Update and Consideration of Interlocal Staffing Agreement and Discussion of Cost Sharing Methodology
- VIII. Public Hearings
  - A. Public Hearing for the Purpose of Adopting the Fiscal Year 2024 Budget
    - 1. Consideration of Resolution 2023-10, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2024
  - B. Public Hearing for the Purpose of Imposing Special Assessments
    - 1. Consideration of Resolution 2023-11, Imposing Special Assessments and Certifying an Assessment Roll
- IX. Other Business
- X. Supervisor Requests / Public Comment
- XI. Next Scheduled Meeting – Thursday, September 7, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- XII. Adjournment



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

### *THIRD ORDER OF BUSINESS*

*A.*

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

The regular meeting of the Board of Supervisors of the Sweetwater Creek Community Development District was held on **Thursday, July 6, 2023** at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida.

Present and constituting a quorum were:

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

Also present were:

Jim Oliver	District Manager, GMS
Jennifer Kilinski	District Counsel, KVV (by phone)
Erin Gunia	Director of Amenities
Paul Stratton	Field Operations Manager, RMS
Grace Kobitter	Kilinski   Van Wyk (by phone)
Howard McGaffney	GMS, LLC
Mary Marchiano	Duval Landscape

*The following is a summary of the discussions and actions taken at the July 6, 2023 Sweetwater Creek Community Development District's Regular Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Cervelli called the meeting to order at 4:00 p.m. Five Board members were physically present, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2023-08,  
Designating Officers**

It was noted Mr. Cervelli was appointed as Chair at the last meeting, however the remaining officers were not discussed. Mr. Lisotta nominated John Smith for Vice Chair. The balance of the slate of officers will remain the same.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, designating John Smith as Vice Chair was approved 5-0.

On MOTION by Mr. Smith, seconded by Mr. Usina, with all in favor, Resolution 2023-08 was approved 5-0.

#### **FOURTH ORDER OF BUSINESS**

#### **Approval of the Consent Agenda**

##### **A. Minutes of the June 1, 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 \$199,459.14 was included in the agenda package.

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

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

#### **Staff Reports**

##### **A. Landscape Team**

###### **1. Maintenance Report**

Ms. Marchiano provided an overview of the maintenance report, a copy of which was included in the agenda package.

###### **2. Fitness Center Proposal Options (Mulch, Pinestraw, Rock)**

Ms. Marchiano presented three proposals for landscape beds within the fence.

Mr. Lisotta asked that pictures of areas in which improvements are being proposed be included with the proposals that are submitted.

Ms. Marchiano also informed the Board that they may want to wait to do both sides at one time because one side is currently being torn up for the construction of the pickleball courts.

A few of the board members stated their preference for pinestraw so that it matches the rest of the community, however consideration of the proposal was tabled.

Ms. Marchiano also informed the Board Duval has fertilized the main roundabout islands and will do so again towards the end of the month. In addition, changing the turf to St. Augustine in those areas is being discussed.

## **B. District Counsel**

Ms. Kilinski updated the Board on a small claims court case with Sport Surfaces noting the mediation is scheduled for July 10<sup>th</sup>. Any negotiated settlement that is less than the full amount of deposit and attorney's fees would need to be approved by the Board at the August meeting.

Ms. Kilinski also informed the Board that there is no update on the derelict boat.

Next, Ms. Kilinski updated the Board on the status of the sexual offender ordinance that St. Johns County is scheduled to consider, stating that it is being updated to reflect the Florida Statutes definitions.

Lastly, Ms. Kilinski noted she would be sending the Board updates on the requirements for ethics training for CDD board members.

Mr. Usina asked if the strip of property between Battersea and the guard shack could be conveyed to the Las Calinas association or turned back over to the County.

Ms. Kilinski responded that if bond proceeds were used to construct that parcel and it's conveyed to a private party, it may violate the bond covenant. She added that staff could ask the county if they'd be willing to take the property over.

Mr. Cervelli stated that the homeowners on Rio Del Norte are still having an issue with the trees that are dying and would like to be relived of the responsibility for the trees going forward. They've asked who is responsible for sidewalk maintenance.

Ms. Kilinski stated that there are a few options. The plats need to be reviewed to determine sidewalk ownership. She will provide an update to the Board between meetings.

## **C. District Engineer**

### **1. Ratification of Requisitions 90-95**

Copies of requisition numbers 90 through 95 were included in the agenda package for the Board's review.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, requisition numbers 90 through 95 were approved 5-0.

## **2. Update on Onda Park Drainage Survey**

Mr. Lockwood explained that as a result of grading over time, a mound has formed in Onda Park that causes water to drain toward a homeowner's lot. There is a drainage ditch not shown on the survey that water may need to be redirected to through construction of a swale.

Mr. Usina asked that Mr. Lockwood put together a recommendation.

Mr. Smith asked that the property lines be included on the map for future reference.

## **3. Discussion of St. Johns County Sewer Main Upgrade**

Mr. McGaffney informed the Board that he and Mr. Oliver were notified by the County that they were going to begin surveying and have provided a map. The project is not scheduled to begin until the end of fall or early winter. Mr. Lockwood is getting up to speed on the project and can provide an update at the next meeting.

## **D. Field Manager**

### **1. Report**

A copy of the operations report was included in the agenda package for the Board's review.

### **2. Proposals for Tree Trimming**

Mr. Stratton presented proposals to trim the trees along Las Calinas and Ensenada ranging from \$13,225 to \$46,800. He noted Robert's is the company Duval Landscape uses. Mr. Cervelli stated that he has experience with Taylor's Tree Services.

On MOTION by Mr. Usina, seconded by Mr. Cervelli, with all in favor, the proposal from Taylor's Tree Services for tree trimming in the amount of \$13,395 was approved 5-0.

### **3. Quote for Benches**

It was noted five benches were approved at last month's meeting. No further action was needed on this item.

**E. District Manager**

There being nothing to report, the next item followed.

**F. Director of Amenities**

Ms. Gunia reported that she has had two more meetings with security companies for security cameras. Both are around \$16,000 and \$20,000 depending on the number of cameras needed and that would include a year of service.

Ms. Gunia also asked that the Board consider painting the trim when the fitness center is painted and provided pictures of areas that need to be touched up. She noted the painting of the ceiling could likely be delayed, and that was a large chunk of the proposals.

Mr. Cervelli stated that he would like confirmation of what is left in the bond fund and to prioritize where the money is going to go as there are multiple projects being considered including painting, pickleball court improvements, security system improvements and addition of a parking lot.

Mr. Smith stated the proposal for a gravel parking lot that will hold 15 additional cars has come in totaling \$18,000.

Mr. Usina suggested holding off on a parking lot until the park improvements have been made to see how much money is left and to see if the dog park is needed in that location. If not, it could be repurposed for parking.

On MOTION by Mr. Cervelli, seconded by Mr. Smith, with Mr. Handler and Mr. Smith in favor and Mr. Lisotta, Mr. Usina and Mr. Cervelli opposed, the change order from Hoffman Commercial Construction for adding a gravel parking lot was not approved 2-3.
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On MOTION by Mr. Smith, seconded by Mr. Handler, with all in favor, setting aside \$20,000 in bond funds to add a parking lot in the future was approved 5-0.
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The Board discussed the change order from Hoffman Construction to add a sidewalk from the front of the fitness center to the courts totaling \$8,512. Ms. Gunia noted the sidewalk could accommodate both the pickleball courts and the dog park and recommended approving the addition.



On MOTION by Mr. Smith, seconded by Mr. Lisotta, with Mr. Smith, Mr. Lisotta, Mr. Cervelli and Mr. Handler in favor and Mr. Usina opposed, the change order from Hoffman Construction to add a sidewalk totaling \$8,512 was approved 4-1.

Mr. Cervelli asked for the total cost of the pickleball project.

Mr. Smith responded that he has two out of four quotes anticipated for lighting that total \$13,454 and \$16,400. Around \$5,000 is projected for furniture.

Mr. McGaffney stated that \$452,000 has been spent on construction of the pickleball courts and \$40,000 is set aside for lighting.

Mr. Cervelli asked Mr. McGaffney and Mr. Usina to come back to the next meeting with a proposed plan for the parks.

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

#### **Discussion of Bond Money Project Priorities**

This item was discussed under the report for the Director of Amenities.

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

#### **Discussion on Improving Internal Communications and Directives**

Mr. Cervelli stated that there are five people on the board, each with a different opinion. He recommended having Mr. McGaffney be the channel for board / staff communication.

Mr. Lisotta suggested if it's not an emergency issue, and there is conflicting information, it be brought to a Board meeting to discuss. If it is an emergency, the Chair should be involved in making any necessary decision.

Mr. Handler suggested directing any issues to Mr. Stratton, who can contact Mr. McGaffney if the issue is outside his purview.

Mr. McGaffney stated if there is doubt on who should be responsible, both he and Mr. Stratton, or he and Ms. Gunia if it's an amenity issue, should be copied on the email and they will work it out.

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

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

##### **A. Pickleball Courts (Supervisor Smith)**

There being nothing further to discuss regarding the pickleball courts, the next item followed.

**B. Parks (Supervisor Usina)**

There being nothing further to discuss regarding the parks, the next item followed.

**C. Painting of Fitness Center (Supervisor Lisotta)**

Mr. Lisotta stated that the general cleanliness of the fitness center has been an issue, mostly of the floors. Ms. Gunia brought someone in for an evening; however, it was not cleaned to standard. He suggested seeking a quote for a one-time cleaning until the staffing discussions conclude.

Ms. Gunia stated that she would get it done.

Ms. Gunia added that at this point it is in the District's best interest to adequately address the use of the fitness center, garbage in the parking lot, landscaping, etc. and have someone assigned to the building as there is currently one employee responsible for the entire property. She suggested having a dedicated District employee onsite for responsiveness.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposal from Hoffman  
Construction for Adding a Gravel Overflow  
Parking Lot**

This item was discussed under the Director of Amenities report. No further action was needed.

**TENTH ORDER OF BUSINESS**

**Discussion of Amenity Staff Restructuring**

Mr. Cervelli noted that there is a staffing interlocal agreement that says that Marshall Creek is responsible for any shared staffing expenses. If Sweetwater Creek wants to control its own staffing and facilities, that agreement needs to be terminated and renegotiated. Mr. Cervelli added that he would like for Ms. Gunia to become a full-time Sweetwater Creek CDD employee, which would require giving a 60-day notice to Marshall Creek that ends the staffing agreement.

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with all in favor, issuing a 60-day notice to Marshall Creek to terminate the staffing agreement with the intent of renegotiating the agreement was approved 5-0.
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The following item was taken out of order of the agenda.

**THIRTEENTH ORDER OF BUSINESS      Discussion of the Fiscal Year 2024 Budget**

Mr. Oliver reminded the Board that the budget for Fiscal Year 2024 includes a 4.8% increase in assessments.

**ELEVENTH ORDER OF BUSINESS      Ratification of Engagement Letter with  
McDirmitt Davis for the Fiscal Year 2022  
Audit**

Mr. Oliver noted the engagement letter includes a cost of \$3,800, which is in line with the budget.

On MOTION by Mr. Smith, seconded by Mr. Usina, with all in favor, the engagement letter with McDirmitt Davis for the Fiscal Year 2022 audit was ratified 5-0.
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**TWELFTH ORDER OF BUSINESS      Acceptance of the Fiscal Year 2022 Audit  
Report**

Mr. Oliver noted that the Fiscal Year 2022 audit is a clean audit with a clean opinion letter from the auditor.

On MOTION by Mr. Smith, seconded by Mr. Cervelli, with all in favor, the Fiscal Year 2022 audit report was accepted 5-0.
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**FOURTEENTH ORDER OF BUSINESS      Other Business**

There being none, the next item followed.

**FIFTEENTH ORDER OF BUSINESS      Supervisor Requests / Public Comment**

There being none, the next item followed.

**SIXTEENTH ORDER OF BUSINESS      Next Scheduled Meeting – August 3, 2023 at  
4:00 p.m. at 625 Palencia Club Drive, St.  
Augustine, Florida 32095**

**SEVENTEENTH ORDER OF BUSINESS      Discussion of Security Matters**

This portion of the meeting was closed to the public in accordance with Sections 119.071(3)(a) and 281.301, Florida Statutes, as the Board discussed matters related to the security system plan. The closed session began at approximately 5:49 p.m. The public portion of the meeting resumed at approximately 6:01 p.m.

**EIGHTEENTH 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***  
***June 30, 2023***



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**Sweetwater Creek**  
**Community Development District**  
**Balance Sheet**  
**June 30, 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>
<b>Assets:</b>					
Cash:					
Cash - Operating Account	\$ 741,372	\$ -	\$ 206,182	\$ -	\$ 947,554
Cash - Amenity Account	\$ 148,485	\$ -	\$ -	\$ -	\$ 148,485
Cash - Debit Card Account	\$ 5,143	\$ -	\$ -	\$ -	\$ 5,143
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 108,813	\$ -	\$ -	\$ 108,813
Revenue	\$ -	\$ 151,234	\$ -	\$ -	\$ 151,234
Prepayment	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenue	\$ -	\$ 588	\$ -	\$ -	\$ 588
Construction	\$ -	\$ -	\$ -	\$ 911,968	\$ 911,968
Prepaid Expenses	\$ 6,103	\$ -	\$ -	\$ -	\$ 6,103
Investment SBA	\$ 2,380	\$ -	\$ 68,832	\$ -	\$ 71,212
Investment - Custody	\$ 202,107	\$ -	\$ -	\$ -	\$ 202,107
Due From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Due From Amenity Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Due From Capital Reserve Fund	\$ -	\$ -	\$ -	\$ 5,190	\$ 5,190
Due From Capital	\$ 3,731	\$ -	\$ -	\$ -	\$ 3,731
Due from Other	\$ 596	\$ -	\$ 1,733	\$ -	\$ 2,329
<b>Total Assets</b>	<b>\$ 1,109,917</b>	<b>\$ 393,704</b>	<b>\$ 276,747</b>	<b>\$ 917,158</b>	<b>\$ 2,697,527</b>
<b>Liabilities:</b>					
Accounts Payable	\$ 61,463	\$ -	\$ -	\$ -	\$ 61,463
Accrued Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Capital Project	\$ -	\$ -	\$ 5,190	\$ -	\$ 5,190
<b>Total Liabilities</b>	<b>\$ 61,463</b>	<b>\$ -</b>	<b>\$ 5,190</b>	<b>\$ -</b>	<b>\$ 66,653</b>
<b>Fund Balances:</b>					
Assigned For Debt Service	\$ -	\$ 393,704	\$ -	\$ -	\$ 393,704
Assigned For Capital Reserves	\$ -	\$ -	\$ 271,557	\$ -	\$ 271,557
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 917,158	\$ 917,158
Unassigned	\$ 1,048,454	\$ -	\$ -	\$ -	\$ 1,048,454
<b>Total Fund Balances</b>	<b>\$ 1,048,454</b>	<b>\$ 393,704.46</b>	<b>\$ 271,557</b>	<b>\$ 917,158</b>	<b>\$ 2,630,873</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 1,109,917</b>	<b>\$ 393,704</b>	<b>\$ 276,747</b>	<b>\$ 917,158</b>	<b>\$ 2,697,527</b>



**Sweetwater Creek**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending June 30, 2023**

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
<b><u>Revenues:</u></b>				
Assessments	\$ 1,665,410	\$ 1,665,410	\$ 1,650,619	\$ (14,791)
Fitness Center Revenue	\$ 1,400	\$ 1,050	\$ 1,825	\$ 775
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ 29,405	\$ 29,405
Interest	\$ -	\$ -	\$ 9,532	\$ 9,532
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 1,666,810</b>	<b>\$ 1,666,460</b>	<b>\$ 1,691,381</b>	<b>\$ 24,921</b>
<b><u>Expenditures:</u></b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 9,600	\$ 7,200	\$ 5,400	\$ 1,800
Engineering Fees	\$ 25,000	\$ 18,750	\$ 15,672	\$ 3,078
District Counsel	\$ 35,000	\$ 26,250	\$ 57,363	\$ (31,113)
Audit Fees	\$ 3,700	\$ 3,700	\$ 3,700	\$ -
Arbitrage	\$ 500	\$ 500	\$ 500	\$ -
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 5,000	\$ 3,750	\$ 3,750	\$ (0)
Trustee Fees	\$ 3,800	\$ 3,143	\$ 3,143	\$ -
District Management Fees	\$ 35,000	\$ 26,250	\$ 26,250	\$ -
Telephone	\$ 700	\$ 525	\$ 334	\$ 191
Postage	\$ 1,500	\$ 1,125	\$ 2,222	\$ (1,097)
Public Official Insurance	\$ 4,564	\$ 4,564	\$ 4,088	\$ 476
Copies (2)	\$ 1,000	\$ 750	\$ 2,723	\$ (1,973)
Miscellaneous	\$ 1,500	\$ 1,125	\$ 548	\$ 577
Legal Advertising	\$ 2,700	\$ 2,025	\$ 340	\$ 1,685
Information Technology	\$ 1,050	\$ 788	\$ 788	\$ -
Website Maintenance	\$ 800	\$ 600	\$ 600	\$ (0)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Cost Share Expense - Marshall Creek	\$ 40,000	\$ 40,000	\$ -	\$ 40,000
<b>Total General &amp; Administrative:</b>	<b>\$ 174,089</b>	<b>\$ 143,719</b>	<b>\$ 130,095</b>	<b>\$ 13,624</b>
<b><u>Operation and Maintenance</u></b>				
Electric	\$ 75,000	\$ 56,250	\$ 52,731	\$ 3,519
General Insurance	\$ 6,148	\$ 6,148	\$ 5,507	\$ 641
Landscape Maintenance (1)	\$ 346,000	\$ 259,500	\$ 243,457	\$ 16,043
Landscape Improvements	\$ 80,000	\$ 60,000	\$ 48,776	\$ 11,224
Lake Maintenance	\$ 27,940	\$ 20,955	\$ 13,842	\$ 7,113
Fountain Maintenance	\$ 1,500	\$ 1,125	\$ 1,206	\$ (81)
Irrigation Repairs & Maintenance	\$ 22,000	\$ 16,500	\$ 24,407	\$ (7,907)
Storm Clean-Up	\$ 2,000	\$ 1,500	\$ -	\$ 1,500
Field Repairs & Maintenance	\$ 31,300	\$ 23,475	\$ 7,317	\$ 16,158
Tree Removals	\$ 12,540	\$ 12,540	\$ 14,809	\$ (2,269)
Streetlight Repairs	\$ 2,250	\$ 1,688	\$ -	\$ 1,688
Signage Repairs	\$ 1,500	\$ 1,125	\$ -	\$ 1,125
Holiday Decoration	\$ 5,000	\$ 3,750	\$ 362	\$ 3,388
Miscellaneous Field Supplies	\$ 1,000	\$ 750	\$ 1,130	\$ (380)
Guardhouse Maintenance	\$ 2,500	\$ 1,875	\$ -	\$ 1,875
Playground Repairs & Maintenance	\$ 2,500	\$ 1,875	\$ -	\$ 1,875
<b>Total Field Operations:</b>	<b>\$ 619,178</b>	<b>\$ 469,056</b>	<b>\$ 413,545</b>	<b>\$ 55,510</b>

# Sweetwater Creek

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending June 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
<b>Amenities Cost Share</b>				
<b>Administrative:</b>				
Property & Casualty Insurance	\$ 26,520	\$ 26,520	\$ 24,779	\$ 1,741
Payroll - Salaried	\$ 82,160	\$ 61,620	\$ 61,620	\$ (0)
Payroll - Hourly	\$ 100,336	\$ 75,252	\$ 65,268	\$ 9,984
Payroll - Benefits	\$ 15,975	\$ 11,981	\$ 11,981	\$ (0)
Payroll Taxes	\$ 14,028	\$ 10,521	\$ 10,522	\$ (0)
Professional Services - Engineering	\$ 68,056	\$ 51,042	\$ 51,041	\$ 0
Professional Services - Information Technology	\$ 1,800	\$ 1,350	\$ 1,588	\$ (238)
Travel & Per Diem	\$ 150	\$ 113	\$ -	\$ 113
Training	\$ 200	\$ 150	\$ -	\$ 150
Licenses & Permits	\$ 400	\$ 300	\$ 375	\$ (75)
Subscriptions & Memberships	\$ 500	\$ 375	\$ 243	\$ 132
Office Supplies	\$ 3,000	\$ 2,250	\$ 1,947	\$ 303
Office Equipment	\$ 2,000	\$ 1,500	\$ 1,183	\$ 317
Communication - Telephone/Internet/TV	\$ 12,000	\$ 9,000	\$ 7,463	\$ 1,537
Internet/Telephone - Guard House	\$ 5,400	\$ 4,050	\$ 3,979	\$ 71
<b>Field:</b>				
Field Management Fees	\$ 84,000	\$ 63,000	\$ 63,000	\$ -
General Utilities	\$ 83,000	\$ 62,250	\$ 47,774	\$ 14,476
Refuse Removal	\$ 3,885	\$ 2,914	\$ 3,674	\$ (761)
Security	\$ 82,200	\$ 61,650	\$ 56,108	\$ 5,542
Janitorial Services	\$ 16,000	\$ 12,000	\$ 9,984	\$ 2,016
Operating Supplies - Spa & Paper	\$ 4,500	\$ 3,375	\$ 1,969	\$ 1,406
Operating Supplies - Uniforms	\$ 500	\$ 375	\$ 419	\$ (44)
Cleaning Supplies	\$ 15,000	\$ 11,250	\$ 6,631	\$ 4,619
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 18,000	\$ 17,839	\$ 161
Gate Repairs & Maintenance	\$ 2,500	\$ 1,563	\$ 1,563	\$ -
Dog Park Repairs & Maintenance	\$ 11,650	\$ 8,738	\$ 165	\$ 8,573
Park Mulch	\$ 1,500	\$ 1,500	\$ 5,201	\$ (3,701)
Miscellaneous Field Supplies	\$ 6,100	\$ 4,575	\$ 1,665	\$ 2,910
Buildings Repairs & Maintenance	\$ 15,000	\$ 11,250	\$ 4,169	\$ 7,081
Pest Control	\$ 2,500	\$ 1,875	\$ 609	\$ 1,266
Pool Maintenance - Contract	\$ 20,321	\$ 15,241	\$ 16,095	\$ (854)
Pool Repairs & Maintenance	\$ 10,000	\$ 7,500	\$ 4,014	\$ 3,486
Pool Chemicals	\$ 2,500	\$ 1,875	\$ 2,817	\$ (942)
Signage & Amenity Repairs	\$ 300	\$ 225	\$ -	\$ 225
Special Events	\$ 2,000	\$ 1,603	\$ 1,603	\$ -
<b>Fitness:</b>				
Professional Services - Outside Fitness	\$ 58,872	\$ 44,154	\$ 39,654	\$ 4,500
Fitness Equipment Repairs & Maintenance	\$ 7,000	\$ 5,250	\$ 4,959	\$ 291
Fitness Equipment Rental	\$ 35,000	\$ 26,250	\$ 16,702	\$ 9,548
Miniature Golf Course Maintenance	\$ 750	\$ 563	\$ -	\$ 563
Miscellaneous Fitness Supplies	\$ 6,300	\$ 4,725	\$ 3,435	\$ 1,290
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 4,800	\$ 1,570	\$ 3,230
<b>Total Amenities Cost Share</b>	<b>\$ 834,302</b>	<b>\$ 632,523</b>	<b>\$ 553,608</b>	<b>\$ 78,915</b>
<b>Reserves</b>				
Capital Reserve Transfer	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
<b>Total Reserves</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ 1,777,569</b>	<b>\$ 1,395,298</b>	<b>\$ 1,247,248</b>	<b>\$ 148,050</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (110,759)</b>		<b>\$ 444,133</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 110,759</b>		<b>\$ 604,321</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,048,454</b>	

(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 June 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
<b>Revenues:</b>				
Special Assessments	\$ 741,613	\$ 741,613	\$ 743,314	\$ 1,701
Prepayments	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 11,997	\$ 11,997
<b>Total Revenues</b>	<b>\$ 741,613</b>	<b>\$ 741,613</b>	<b>\$ 755,312</b>	<b>\$ 13,699</b>
<b>Expenditures:</b>				
<b>Series 2019 - A1</b>				
Interest - 11/01	\$ 89,000	\$ 89,000	\$ 89,000	\$ -
Special Call - 11/01	\$ -	\$ -	\$ 15,000	\$ (15,000)
Interest - 05/01	\$ 89,000	\$ 89,000	\$ 88,778	\$ 222
Principal - 05/01	\$ 345,000	\$ 345,000	\$ 345,000	\$ -
Special Call - 05/01	\$ -	\$ -	\$ -	\$ -
<b>Series 2019 - A2</b>				
Interest - 11/01	\$ 49,050	\$ 49,050	\$ 49,050	\$ -
Special Call - 11/1	\$ -	\$ -	\$ 5,000	\$ (5,000)
Interest - 05/01	\$ 49,050	\$ 49,050	\$ 48,963	\$ 88
Principal - 05/01	\$ 120,000	\$ 120,000	\$ 120,000	\$ -
Special Call - 05/01	\$ -	\$ -	\$ 20,000	\$ (20,000)
<b>Total Expenditures</b>	<b>\$ 741,100</b>	<b>\$ 741,100</b>	<b>\$ 780,791</b>	<b>\$ (39,691)</b>
<b>Other Sources/(Uses)</b>				
Transfer In	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 513</b>		<b>\$ (25,479)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 149,391</b>		<b>\$ 419,183</b>	
<b>Fund Balance - Ending</b>	<b>\$ 149,904</b>		<b>\$ 393,704</b>	

# Sweetwater Creek

## Community Development District

### Capital Reserve

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
<b>Revenues:</b>				
Capital Reserve Transfer In	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Interest	\$ -	\$ -	\$ 2,832	\$ 2,832
Insurance Proceeds	\$ -	\$ -	\$ 6,435	\$ 6,435
<b>Total Revenues</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 159,267</b>	<b>\$ 9,267</b>
<b>Expenditures:</b>				
Capital Outlay	\$ 50,000	\$ 37,500	\$ 35,575	\$ 1,925
Repair and Maintenance	\$ 50,000	\$ 37,500	\$ 8,560	\$ 28,940
Other Current Charges	\$ 1,000	\$ 750	\$ 388	\$ 362
<b>Total Expenditures</b>	<b>\$ 101,000</b>	<b>\$ 75,750</b>	<b>\$ 44,523</b>	<b>\$ 31,227</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 49,000</b>	<b>\$ 74,250</b>	<b>\$ 114,744</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 183,587</b>		<b>\$ 156,813</b>	
<b>Fund Balance - Ending</b>	<b>\$ 232,587</b>		<b>\$ 271,557</b>	

### Capital Reserve Study

	<u>General</u>	<u>Amenities</u>	<u>Combined</u>
<b>Description</b>	<b>FY 2023-Study (Pg. 17)</b>	<b>FY 2023-Study (Pg. 20)</b>	<b>Total - Study</b>
Reserves Beginning of Year	\$377,970	\$92,795	\$470,765
Contributions	\$186,100	\$61,700	\$247,800
Interest Income	\$7,302	\$ 1,927	\$9,229
Expenditures	(\$83,013)	\$ (20,565)	(\$103,578)
Anticipated Balance	\$488,359	\$135,857	\$624,216

### Capital Reserve Fund - Actuals

<b>Description</b>	<b>Actual</b>
Reserves Beginning of Year	\$ 156,813
Contributions	\$ 150,000
Interest Income	\$ 2,832
Expenditures	\$ (44,523)
Anticipated Balance	\$265,122

<b>Variance Reserve Study Vs Actual</b>	<b>(\$359,094)</b>
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# Sweetwater Creek

## Community Development District Capital Projects Fund - Series 2019

### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending June 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/23	Thru 06/30/23	Variance
<b>Revenues:</b>				
Interest Income	\$ -	\$ -	\$ 19,555	\$ 19,555
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,555</b>	<b>\$ 19,555</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 245,771	\$ (245,771)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 245,771</b>	<b>\$ (245,771)</b>
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ (226,216)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 1,143,373</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 917,158</b>	

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

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments	\$ -	\$ 198,533	\$ 335,235	\$ 967,573	\$ 94,694	\$ 13,271	\$ 1,268	\$ 28,462	\$ 11,583	\$ -	\$ -	\$ -	\$ 1,650,619
Fitness Center Revenue	\$ 275	\$ -	\$ 570	\$ -	\$ -	\$ 405	\$ 230	\$ -	\$ 345	\$ -	\$ -	\$ -	\$ 1,825
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,405	\$ -	\$ -	\$ -	\$ -	\$ 29,405
Interest	\$ 820	\$ 918	\$ 728	\$ 1,372	\$ 2,249	\$ 1,993	\$ 368	\$ 498	\$ 587	\$ -	\$ -	\$ -	\$ 9,532
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
<b>Total Revenues</b>	<b>\$ 1,095</b>	<b>\$ 199,451</b>	<b>\$ 336,533</b>	<b>\$ 968,945</b>	<b>\$ 96,943</b>	<b>\$ 15,669</b>	<b>\$ 1,866</b>	<b>\$ 58,365</b>	<b>\$ 12,515</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,691,381</b>
<b>Expenditures:</b>													
<b><u>General &amp; Administrative:</u></b>													
Supervisor Fees	\$ 800	\$ -	\$ 800	\$ 800	\$ 200	\$ -	\$ 800	\$ 800	\$ 1,200	\$ -	\$ -	\$ -	\$ 5,400
Engineering Fees	\$ 1,071	\$ 3,678	\$ 846	\$ 745	\$ 1,571	\$ 1,520	\$ 2,846	\$ 1,457	\$ 1,938	\$ -	\$ -	\$ -	\$ 15,672
District Counsel	\$ 6,160	\$ 9,673	\$ 7,577	\$ 8,551	\$ 8,424	\$ 4,646	\$ 6,495	\$ 5,838	\$ -	\$ -	\$ -	\$ -	\$ 57,363
Audit Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,700	\$ -	\$ -	\$ -	\$ 3,700
Arbitrage	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
Assessment Roll	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ 3,750
Trustee Fees	\$ 3,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,143
District Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ 26,250
Telephone	\$ -	\$ 25	\$ 54	\$ 19	\$ 49	\$ 37	\$ 42	\$ 59	\$ 50	\$ -	\$ -	\$ -	\$ 334
Postage	\$ 134	\$ 250	\$ 808	\$ 180	\$ 151	\$ 155	\$ 210	\$ 169	\$ 165	\$ -	\$ -	\$ -	\$ 2,222
Public Official Insurance	\$ 4,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,088
Copies	\$ 126	\$ 306	\$ 785	\$ 154	\$ 142	\$ 262	\$ 301	\$ 396	\$ 252	\$ -	\$ -	\$ -	\$ 2,723
Miscellaneous	\$ 200	\$ 21	\$ 31	\$ 13	\$ 119	\$ 26	\$ 111	\$ 15	\$ 13	\$ -	\$ -	\$ -	\$ 548
Legal Advertising	\$ -	\$ 77	\$ -	\$ -	\$ 15	\$ 248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340
Information Technology	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ -	\$ -	\$ -	\$ 788
Website Maintenance	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ -	\$ -	\$ -	\$ 600
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 21,884</b>	<b>\$ 18,018</b>	<b>\$ 14,388</b>	<b>\$ 13,949</b>	<b>\$ 14,158</b>	<b>\$ 10,381</b>	<b>\$ 14,292</b>	<b>\$ 12,220</b>	<b>\$ 10,806</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 130,095</b>
<b><u>Operation and Maintenance</u></b>													
Electric	\$ 5,428	\$ 5,562	\$ 5,554	\$ 6,010	\$ 6,010	\$ 5,679	\$ 6,091	\$ 6,166	\$ 6,231	\$ -	\$ -	\$ -	\$ 52,731
General Insurance	\$ 5,507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,507
Landscape Maintenance	\$ 49,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ 24,273	\$ -	\$ -	\$ -	\$ 243,457
Landscape Improvements	\$ -	\$ -	\$ 400	\$ -	\$ 11,636	\$ -	\$ 36,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,776
Lake Maintenance	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ 1,538	\$ -	\$ -	\$ -	\$ 13,842
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,206	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,206
Irrigation Repairs & Maintenance	\$ 1,225	\$ 2,092	\$ 2,370	\$ 3,830	\$ -	\$ 7,625	\$ 3,885	\$ 2,475	\$ 905	\$ -	\$ -	\$ -	\$ 24,407
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Repairs & Maintenance	\$ 540	\$ 762	\$ 1,949	\$ 128	\$ 1,538	\$ 825	\$ 737	\$ 839	\$ -	\$ -	\$ -	\$ -	\$ 7,317
Tree Removals	\$ 7,842	\$ -	\$ 3,727	\$ 2,150	\$ -	\$ -	\$ -	\$ 1,091	\$ -	\$ -	\$ -	\$ -	\$ 14,809
Streetlight Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holiday Decoration	\$ -	\$ 362	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 362
Miscellaneous Field Supplies	\$ 345	\$ -	\$ 615	\$ -	\$ -	\$ 170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,130
<b>Total Field Operations:</b>	<b>\$ 71,697</b>	<b>\$ 34,589</b>	<b>\$ 40,426</b>	<b>\$ 37,929</b>	<b>\$ 44,995</b>	<b>\$ 41,316</b>	<b>\$ 73,263</b>	<b>\$ 36,382</b>	<b>\$ 32,947</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 413,545</b>

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

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Amenities</b>													
<b>Administrative:</b>													
Property & Casualty Insurance	\$ 24,238	\$ -	\$ -	\$ -	\$ 541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24,779
Payroll - Salaried	\$ 6,847	\$ 6,847	\$ 6,847	\$ 6,847	\$ 6,847	\$ 6,847	\$ 6,847	\$ 6,847	\$ 6,847	\$ -	\$ -	\$ -	61,620
Payroll - Hourly	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ -	\$ -	\$ -	65,268
Payroll - Benefits	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ -	\$ -	\$ -	11,981
Payroll Taxes	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ -	\$ -	\$ -	10,522
Professional Services - Engineering	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ -	\$ -	\$ -	51,041
Professional Services - Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 388	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	1,588
Travel & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Licenses & Permits	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ -	375
Subscriptions & Memberships	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ -	\$ -	\$ -	243
Office Supplies	\$ 11	\$ 493	\$ 41	\$ 690	\$ 174	\$ 58	\$ 479	\$ -	\$ -	\$ -	\$ -	\$ -	1,947
Office Equipment	\$ -	\$ 112	\$ -	\$ 958	\$ -	\$ -	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -	1,183
Communication - Telephone/Internet/TV	\$ 1,026	\$ 966	\$ 904	\$ 689	\$ 893	\$ 776	\$ 659	\$ 776	\$ 774	\$ -	\$ -	\$ -	7,463
Internet/Telephone - Guard House	\$ 448	\$ 448	\$ 448	\$ 334	\$ 576	\$ 462	\$ 341	\$ 461	\$ 461	\$ -	\$ -	\$ -	3,979
Cost Share Expense - Marshall Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Field:</b>													
Field Management Fees	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ -	63,000
General Utilities	\$ 4,334	\$ 4,567	\$ 4,919	\$ 6,264	\$ 5,795	\$ 5,286	\$ 5,509	\$ 5,100	\$ 6,000	\$ -	\$ -	\$ -	47,774
Refuse Removal	\$ 315	\$ 467	\$ 405	\$ 405	\$ 423	\$ 414	\$ 414	\$ 414	\$ 414	\$ -	\$ -	\$ -	3,674
Security	\$ 7,110	\$ 6,432	\$ 6,067	\$ 6,067	\$ 6,067	\$ 6,067	\$ 6,127	\$ 6,067	\$ 6,103	\$ -	\$ -	\$ -	56,108
Janitorial Services	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ -	\$ -	\$ -	9,984
Operating Supplies - Spa & Paper	\$ 104	\$ 197	\$ 54	\$ 321	\$ 532	\$ 295	\$ 157	\$ -	\$ 308	\$ -	\$ -	\$ -	1,969
Operating Supplies - Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 419	\$ -	\$ -	\$ -	\$ -	419
Cleaning Supplies	\$ 144	\$ 1,560	\$ -	\$ 62	\$ 1,179	\$ 166	\$ 2,215	\$ 265	\$ 1,040	\$ -	\$ -	\$ -	6,631
Amenity Landscape Maintenance & Improvements	\$ 2,000	\$ 2,250	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,777	\$ 1,000	\$ 1,906	\$ 1,906	\$ -	\$ -	\$ -	17,839
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	\$ -	\$ -	\$ 96	\$ -	\$ -	\$ -	\$ -	1,665
Buildings Repairs & Maintenance	\$ 196	\$ 548	\$ 482	\$ 645	\$ 276	\$ 1,840	\$ 183	\$ -	\$ -	\$ -	\$ -	\$ -	4,169
Pest Control	\$ 72	\$ 72	\$ 72	\$ 79	\$ 79	\$ 79	\$ 79	\$ 79	\$ -	\$ -	\$ -	\$ -	609
Pools Maintenance - Contract	\$ 1,524	\$ 1,524	\$ 1,524	\$ 1,920	\$ 1,920	\$ 1,920	\$ 1,920	\$ 1,920	\$ 1,920	\$ -	\$ -	\$ -	16,095
Pools Repairs & Maintenance	\$ 72	\$ -	\$ 346	\$ 33	\$ -	\$ 525	\$ 2,884	\$ -	\$ 154	\$ -	\$ -	\$ -	4,014
Pools Chemicals	\$ 357	\$ -	\$ 277	\$ -	\$ 415	\$ 362	\$ 852	\$ -	\$ 554	\$ -	\$ -	\$ -	2,817
Signage & Amenity Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Special Events	\$ -	\$ -	\$ -	\$ 1,603	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,603
<b>Fitness:</b>													
Professional Services - Outside Fitness	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ -	\$ -	\$ -	39,654
Fitness Equipment Repairs & Maintenance	\$ 1,103	\$ 498	\$ 675	\$ 1,732	\$ 7	\$ 644	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	4,959
Fitness Equipment Rental	\$ 513	\$ 513	\$ 1,522	\$ 513	\$ 2,444	\$ 2,927	\$ 2,927	\$ 2,927	\$ 2,414	\$ -	\$ -	\$ -	16,702
Miniature Golf Course Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Fitness Supplies	\$ 762	\$ 53	\$ 635	\$ 910	\$ 796	\$ 115	\$ 99	\$ 64	\$ -	\$ -	\$ -	\$ -	3,435
Capital Outlay - Machinery & Equipment	\$ -	\$ -	\$ -	\$ -	\$ 1,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,570
<b>Total Amenities</b>	<b>\$ 80,496</b>	<b>\$ 60,918</b>	<b>\$ 57,180</b>	<b>\$ 60,188</b>	<b>\$ 61,107</b>	<b>\$ 59,677</b>	<b>\$ 60,921</b>	<b>\$ 55,758</b>	<b>\$ 57,362</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>553,608</b>
<b>Reserves</b>													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150,000
<b>Total Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>150,000</b>
<b>Total Expenditures</b>	<b>\$ 174,078</b>	<b>\$ 113,524</b>	<b>\$ 111,995</b>	<b>\$ 262,066</b>	<b>\$ 120,259</b>	<b>\$ 111,374</b>	<b>\$ 148,477</b>	<b>\$ 104,360</b>	<b>\$ 101,115</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>1,247,248</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (172,983)</b>	<b>\$ 85,927</b>	<b>\$ 224,538</b>	<b>\$ 706,879</b>	<b>\$ (23,317)</b>	<b>\$ (95,705)</b>	<b>\$ (146,611)</b>	<b>\$ (45,995)</b>	<b>\$ (88,600)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>444,133</b>

# Sweetwater Creek

## Community Development District

### Long Term Debt Report

SERIES 2019A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	2.000%, 2.125%, 2.250%, 2.375%, 2.500%, 2.950%, 3.170%	
MATURITY DATE:	5/1/2038	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$133,070	
RESERVE FUND BALANCE	\$133,070	
BONDS OUTSTANDING - 07/30/19		\$7,825,000
LESS: MAY 1, 2020		(\$330,000)
LESS: MAY 1, 2020 (SPECIAL CALL)		(\$15,000)
LESS: NOV 1, 2020 (SPECIAL CALL)		(\$40,000)
LESS: MAY 1, 2021		(\$340,000)
LESS: MAY 1, 2021 (SPECIAL CALL)		(\$40,000)
LESS: NOV 1, 2021 (SPECIAL CALL)		(\$15,000)
LESS: MAY 1, 2022		(\$340,000)
LESS: NOV 1, 2022 (SPECIAL CALL)		(\$15,000)
LESS: MAY 1, 2023		(\$345,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$6,345,000</b>

SERIES 2019A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATES:	3.560%, 4.020%	
MATURITY DATE:	5/1/2038	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$110,550	
RESERVE FUND BALANCE	\$108,813	
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)		(\$5,000)
LESS: MAY 1, 2023		(\$120,000)
LESS: MAY 1, 2023 (SPECIAL CALL)		(\$20,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$2,425,000</b>



**Sweetwater Creek**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts**  
**Fiscal Year 2023**

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

**ON ROLL ASSESSMENTS**

68.95%                      31.05%                      100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&amp;M Portion</i>	<i>2019 Debt Service 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
03/30/23	8	\$19,869.38	(\$392.79)	(\$229.70)	\$0.00	\$19,246.89	\$13,270.75	\$5,976.14	\$19,246.89
04/06/23	INTEREST	\$0.00	\$0.00	\$0.00	\$1,838.55	\$1,838.55	\$1,267.68	\$570.87	\$1,838.55
05/08/23	9	\$41,966.24	(\$842.43)	\$155.05	\$0.00	\$41,278.86	\$28,461.81	\$12,817.05	\$41,278.86
06/15/23	TAX CERTIFICATES	\$16,642.87	(\$342.84)	\$499.29	\$0.00	\$16,799.32	\$11,583.14	\$5,216.18	\$16,799.32
<b>TOTAL</b>		<b>\$ 2,534,976.55</b>	<b>\$ (48,753.16)</b>	<b>\$ (97,318.87)</b>	<b>\$ 5,028.93</b>	<b>\$ 2,393,933.45</b>	<b>\$ 1,650,619.08</b>	<b>\$ 743,314.37</b>	<b>\$ 2,393,933.45</b>

<b>100.34%</b>	<b>Net Percent Collected</b>
<b>\$ (8,140.66)</b>	<b>Balance Remaining to Collect</b>

# SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

## Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2020</b>				
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$ 8,032.00
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$ 4,293.70
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$ 8,090.00
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$ 6,250.00
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$ 4,495.00
1/6/20	6	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefC120 - 40% Deposit to start services	\$ 46,000.00
1/6/20	7	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefD120 - 10% upon execution of the Agreement	\$ 11,500.00
2/6/20	8	East Coast Wells & Pump Service	Invoices: 34271 & 34167 - Fixed Pump Motor & Replaced Bad Motor	\$ 2,137.00
2/6/20	9	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrffnl220 - 10% Balance Upon Final Sign Off	\$ 11,500.00
2/24/20	10	JLC Construction Inc.	Invoice: 1/20/2020 - Deposit for Perogola Replacement	\$ 6,790.80
2/26/20	11	Performance Painting Contractors, Inc.	Invoice: 9578 - Power Wash and Paint	\$ 35,240.00
2/24/20	12	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCrefF220 - 40% Commencement of Filling	\$ 46,000.00
2/26/20	13	Rick Arsenault Certified Pool Consultant, Inc.	Invoice: SWCgtr220 - Gutter Grating Supports repaired	\$ 500.00
3/17/20	14	Walter Carucci AE	Invoice: 1 - Services for Palencia Fitness Center from 11/11/19 thru 3/2/19	\$ 5,034.68
3/17/20	15	Bob's Backflow & Plumbing Services, Inc.	Invoice: 65745 - Back Flow Testing	\$ 265.00
3/23/20	16	JLC Construction Inc.	Invoice: 3/20/2020 - Final payment for Perogola Replacement	\$ 6,790.80
4/8/20	17	England Thims & Miller	Invoice: 0193131 Traffic Study & Certification Package	\$ 3,000.02
4/16/20	18	England Thims & Miller	Invoice: 0193703 Traffic Study & Certification Package	\$ 1,062.00
5/20/20	19	Fitness International Associates Corp	Invoice: 2904 Flooring	\$ 4,000.44
6/9/20	20	Beacon Electrical Contractors Inc	Invoice: 200503 - Electrical work	\$ 16,357.00
6/15/20	21	Sundancer Sign Graphics	Invoice: 2564 - Street Sign	\$ 12,310.00
6/22/20	22	Yellowstone Landscape	Invoice: JAX120765 & JAX 120768 - Onda Field Full Irrigation & Sod	\$ 25,583.33
7/14/20	23	Hopping Green & Sams	Invoice: 113207, 113803, 114427, 115066 - Project Construction	\$ 1,053.50
7/31/20	24	Duval Asphalt	Invoice: 21750 - Stripping - Layout Stripe Crosswalks	\$ 1,458.00
8/7/20	25	Yellowstone Landscape	Invoice: AJAX120768 - Onda Field Irrigation & Sod	\$ 24,722.16
9/10/20	26	Radarsign	Invoice: 10761 - Solar Powered	\$ 7,888.00
9/10/20	27	Hopping Green & Sams	Invoice: 116998 - Legal Services	\$ 559.00
9/14/20	28	Sweetwater Creek CDD	Invoice: 2940 & 2904 Deposit paid via credit card for flooring	\$ 2,644.28
10/21/20	29	Hopping Green & Sams	Invoice: 114427 - Legal services	\$ 258.00
10/29/20	30	Hopping Green & Sams	Invoice #117953 - Project Construction Legal Services	\$ 1,075.00
11/16/20	31	Clark Advisory Services, LLC	Services Rendered June 2020-October 2020	\$ 5,034.00
2/17/21	32	Yellowstone Landscape	Invoice #173437 - Irrigation Repairs	\$ 58,703.67
2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$ 2,570.79
5/13/21	34	Armstrong Fence Company	Invoice #20210547 Remaining balance for Vinyl Coated chain-link	\$ 2,570.78
5/13/21	35	Riverside Management Services	Invoice #13 Soccer Goals & Lacrosse Equipment	\$ 3,444.73
5/13/21	36	Hopping Green & Sams	Invoice: 121275 - Legal Services	\$ 210.00
3/8/22	37	England Thims & Miller	Invoice 0201371 - Engineer's Report	\$ 2,500.00
4/20/22	38	Invision Construction	Invoice #0001 Fitness Center Expansion Process	\$ 2,000.00
4/20/22	39	Basham & Lucas Desing Group Inc	Invoice #8851 Palencia Amenity & CDs	\$ 5,200.00
7/11/22	40	Basham & Lucas Desing Group Inc	Invoice #8929 Palencia Amenity & CDs	\$ 3,889.78
6/22/22	41	England Thims & Miller	Invoice #203006 Palencia Fitness Center Addition & Modification	\$ 3,750.00
6/22/22	42	KE Law Group PLLC	Invoice #2879 2019 Project Construction	\$ 217.00
7/11/22	43	Basham & Lucas Desing Group Inc	Invoice #8963 Palencia Amenity & CDs	\$ 13,600.00
8/8/22	44	KE Law Group PLLC	Invoice #2993 2019 Project Construction	\$ 344.50
8/8/22	45	England Thims & Miller	Invoice #203518 Palencia Fitness Center Addition & Modification	\$ 6,250.00
8/8/22	46	Basham & Lucas Desing Group Inc	Invoice #9014 Palencia Amenity & CDs	\$ 13,025.00
9/19/22	47	ECS Florida LLC	Palencia Fitness Center Addition Invoice #995173	\$ 3,500.00
9/19/22	48	England Thims & Miller	Invoice #204046 Palencia Fitness Center Addition & Modification	\$ 7,392.55
9/19/22	49	Basham & Lucas Desing Group Inc	Invoice #9028 Palencia Amenity & CDs	\$ 8,046.25
9/19/22	50	KE Law Group PLLC	Invoice #3599 2019 Project Construction	\$ 992.00
9/19/22	51	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$ 7,375.00
9/19/22	52	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$ 726.00
11/8/22	53	Bartram Trail Surveying	Invoice # 5394 Palencia Fitness Center Topographic Survey	\$ 2,900.00
11/8/22	54	England Thims & Miller	Invoice #204943 Palencia Fitness Center Addition & Modification	\$ 15,013.75
11/8/22	55	KE Law Group PLLC	Invoice #3955 2019 Project Construction	\$ 248.00
11/8/22	56	Heartline Fitness Systems	Deposit Invoice #151945 50% deposit on Fitness Equipment	\$ 7,498.94
11/8/22	57	Heartline Fitness Systems	Deposit Invoice #151948 50% deposit on Flooring Material	\$ 3,535.61
12/5/22	58	England Thims & Miller	Invoice #205415 Palencia Fitness Center Addition & Modification	\$ 1,486.25
12/5/22	59	Sweetwater Creek CDD-Capital Reserve	Studio 1+ Professional Design Services Inv #21.069 Palencia Fitness Club	\$ 10,375.00
12/13/22	60	KE Law Group PLLC	Invoice #4873 2019 Project Construction	\$ 168.00
12/13/22	61	Invision Construction	Invoice #PAL_001 Initial deposit per agreement	\$ 42,531.00
12/13/22	62	England Thims & Miller	Invoice #204510 Palencia Fitness Center Addition & Modification	\$ 10,120.00
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
3/14/23	72	Bartram Trail Surveying Inc	Invoice #5789 Palencia Fitness Cneter Topographic Survey 2/7/23	\$ 770.00
4/4/23	74	England Thims & Miller	Invoice# 207105 Pickleball Courts Addition & Modifications	\$ 6,275.00
4/24/23	75	Design 2 Wellness	Invoice #41744 - Strength Equipment for remodel	\$ 21,441.00
4/24/23	76	England Thims & Miller	Invoice# 207521 Pickleball Courts Addition & Modifications	\$ 9,617.50
4/24/23	77	IT Systems of Jacksonville LLC	Invoice #1319 Wire work for coax for cameras	\$ 3,055.00
4/24/23	78	Heartline Fitness Systems	Deposit Invoice #154186-F Final payment on Flooring Materials	\$ 3,827.85

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2/17/21	33	Armstrong Fence Company	Invoice #20210221 - Deposit for Vinyl Coated chain-link Ensenda Park	\$ 2,570.79
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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
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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
3/14/23	72	Bartram Trail Surveying Inc	Invoice #5789 Palencia Fitness Cneter Topographic Survey 2/7/23	\$ 770.00
4/4/23	74	England Thims & Miller	Invoice# 207105 Pickleball Courts Addition & Modifications	\$ 6,275.00
4/24/23	75	Design 2 Wellness	Invoice #41744 - Strength Equipment for remodel	\$ 21,441.00
4/24/23	76	England Thims & Miller	Invoice# 207521 Pickleball Courts Addition & Modifications	\$ 9,617.50
4/24/23	77	IT Systems of Jacksonville LLC	Invoice #1319 Wire work for coax for cameras	\$ 3,055.00
4/24/23	78	Heartline Fitness Systems	Deposit Invoice #154186-F Final payment on Flooring Materials	\$ 3,827.85

**SWEETWATER CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**Special Assessment Revenue Bonds, Series 2019**

Date	Requisition #	Contractor	Description	Requisition
4/24/23	79	Sweetwater Creek CDD	Deposit Invoice #151945-F Final payment for Fitness Equipment	\$ 7,498.93
4/24/23	80	Motley Electric	Invoice #266805595 Install Add'l wiring/reconfigure circuits for Treadmill	\$ 1,020.00
4/24/23	81	Feather & Bloom	Invoice #000714 Moss Wall & Painting for Zen Room	\$ 2,775.00
5/9/23	82	Kilinski/Van Wyk PLLC	Invoice# 6480 2019 Project Construction	\$ 1,485.50
5/9/23	83	Sweetwater Creek CDD	Invoice #1312 IT Systems Install amplifier and speakers.	\$ 2,100.00
5/9/23	84	Sweetwater Creek CDD	Invoice # PAL_003 Invision Construction Additional Electrical items, HV AC pipe dryer vent, door, hall storage, trimming, painting, flooring, and plumbing washer.	\$ 15,000.00
5/9/23	85	Invision Construction	Progress billing per agreement for Palencia Interior Renovation Change Order Id #PAL_004	\$ 5,190.00
5/15/23	86	England Thims & Miller	Invoice# 208098 Pickle ball Courts Addition & Modifications.	\$ 3,023.75
5/15/23	87	Heartline Fitness Systems	Remaining Balance Invoice# 154021-F Final payment for Resistance Wall Gym & Cable Caddy Complete Kit and Training Ropes.	\$ 1,290.90
5/15/23	88	Heartline Fitness Systems	Remaining Balance Invoice# 151948-F Final payment for Flooring Materials.	\$ 2,624.08
6/5/23	89	Kilinski/Van Wyk PLLC	Invoice# 6585 2019 Project Construction	\$ 1,179.00
6/5/23	90	Invision Construction	Change Order 4 Emergency Light Invoice #PAL_006	\$ 600.00
6/5/23	91	Feather & Bloom	Invoice #000725 Lighting install and custom hanging wood paneling for Zen Room	\$ 3,300.00
6/13/23	92	England Thims & Miller	Invoice# 208489 Pickle ball Courts Addition & Modifications.	\$ 5,855.00
6/13/23	93	Kilinski/Van Wyk PLLC	Invoice# 6846 2019 Project Construction	\$ 2,661.50
	94	England Thims & Miller	Invoice# 23159 Topography Survey for Onda Park	\$ 5,240.00
	95	Hoffman Commercial Construction LLC	Palencia Pickleball Courts Pay App 2304-1	\$ 16,412.00
	96	England Thims & Miller	Invoice# 208897 Pickle ball Courts Addition & Modifications.	\$ 2,076.25
	97	Kilinski/Van Wyk PLLC	Invoice# 7090 2019 Project Construction	\$ 2,719.50
	98	Hoffman Commercial Construction LLC	Palencia Pickleball Courts Pay App 2304-2	\$ 97,369.00
TOTAL				\$ 859,291.32
Project (Construction) Fund at 08/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 05/31/23				\$ 106,664.38
Outstanding Requisitions				\$ 123,816.75
Requisitions Paid thru 05/31/23				\$ (859,291.32)
Remaining Project (Construction) Fund				\$ 911,967.77
FUTURE CAPITAL PROJECTS (CONSTRUCTION)				
Hoffman Construction	Pickleball Court Construction			\$452,000.00
	Change Order #1-Hoffman-Sidewalk Addition-Approved 07/06/2023 BOS MTG.			\$8,512.00
American Electric	Pickleball-Court Lighting (Proposal 07/20/2023 American Electric)(Approved-Needs Ratified)			\$24,485.00
	Pickleball-Security Key Gate Entry (Projection, not actual)			\$3,500.00
	Pickleball-Furniture (Projection, not actual)			\$9,000.00
	Pickleball-Water Fountain/Cooler (Projection, not actual)			\$4,000.00
	Pickleball-Court Maintenance Equipment (Projection, not actual)			\$3,500.00
	Pickleball-Electrical Additions ( 3 timers, 3 circuits for 3 fans, purchase 3 fans for Cabana)			\$3,500.00
	Painting Fitness Center (07/06/2023 BOS MTG. Board agreed not to spend \$90,000)			\$40,000.00
Envera	Camera System (Pickleball and Fitness Center) (Projection, not actual)			\$10,407.11
	Park Enhancement Projects ( \$350,000 Budget - April 6, 2023 Mtg.)			
	Board approved Basketball Court and Playground equipment			\$115,000.00
	Remaining Budget for Parks, for projects not yet defined or approved			\$235,000.00
Due to Amenity Fund	Zen room purchases made with Debit Cards			\$3,730.89
England Thims & Miller	District Engineer Costs (Projection, not actual)			\$5,000.00
Kilinski/Van Wyk PLLC	District Counsel Costs (Projection, not actual)			\$5,000.00
TOTAL PROJECTED PROJECTS				\$922,635.00
PROJECTED REMAINING PROJECTS (CONSTRUCTION) FUNDS				(\$10,667)

*C.*

# Sweetwater Creek

## Community Development District

### Summary of Invoices

June 01, 2023 - June 30, 2023

Fund	Date	Check No.'s	Amount
General Fund			
	6/2/23	3855-3858	\$ 800.00
	6/9/23	3859-3863	70,310.88
	6/21/23	3864-3866	9,851.00
	6/27/23	3867-3868	400.00
	6/29/23	3869-3870	2,254.34
			<hr/>
			\$ 83,616.22
Amenity Fund			
	6/9/23	2273-2274	\$ 7,143.11
	6/21/23	2275-2278	9,576.25
	6/29/23	2279	<hr/>
			\$ 1,906.00
			<hr/>
			\$ 18,625.36
Capital Reserve			
	6/21/23	21	\$ 8,560.00
			<hr/>
			\$ 8,560.00
<b>TOTAL</b>			<hr/>
			<b>\$ 110,801.58</b>

AP300R  
\*\*\* CHECK NOS. 003855-003870

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

RUN 7/25/23

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
6/02/23	00075	6/01/23 06012023	202306 310-51300-11000		*	200.00	
		6/1/23 CDD BOARD MEETING		CHARLES USINA III			200.00 003855
6/02/23	00089	6/01/23 06012023	202306 310-51300-11000		*	200.00	
		6/1/23 CDD BOARD MEETING		JOHN T SMITH			200.00 003856
6/02/23	00051	6/01/23 06012023	202306 310-51300-11000		*	200.00	
		6/1/23 CDD BOARD MEETING		ROBERT LISOTTA			200.00 003857
6/02/23	00040	6/01/23 06012023	202306 310-51300-11000		*	200.00	
		6/1/23 CDD BOARD MEETING		STEPHEN J HANDLER			200.00 003858
6/09/23	00086	3/01/23 19983	202303 320-53800-46200		*	24,273.00	
		LANDSCAPE MAINTENANCE					
		4/01/23 20383	202304 320-53800-46200		*	24,273.00	
		LANDSCAPE MAITENANCE		DUVAL LANDSCAPE MAINTENANCE			48,546.00 003859
6/09/23	00011	5/04/23 0208064	202304 310-51300-31100		*	2,846.33	
		PROFESS SRVS THRU 4/29/23					
		5/31/23 0208449	202305 310-51300-31100		*	1,456.59	
		PROFESS SRVS THRU 5/27/23		ENGLAND-THIMS & MILLER INC			4,302.92 003860
6/09/23	00029	6/01/23 145	202306 310-51300-34000		*	2,916.67	
		JUN MANAGEMENT FEES					
		6/01/23 145	202306 310-51300-35200		*	66.67	
		JUN WEBSITE ADMIN					
		6/01/23 145	202306 310-51300-35100		*	87.50	
		JUN INFO TECH					
		6/01/23 145	202306 310-51300-31300		*	416.67	
		JUN DISSEM AGENT SRVCS					
		6/01/23 145	202306 310-51300-49000		*	13.16	
		OFFICE SUPPLIES					
		6/01/23 145	202306 310-51300-42000		*	164.78	
		POSTAGE					
		6/01/23 145	202306 310-51300-42500		*	252.15	
		COPIES					
		6/01/23 145	202306 310-51300-41000		*	49.78	
		TELEPHONE		GOVERNMENTAL MANAGEMENT SERVICES			3,967.38 003861

SWCC SWEETWATER CRK BPEREGRINO

AP300R  
\*\*\* CHECK NOS. 003855-003870

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

RUN 7/25/23

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/09/23	00094	5/17/23 6584	202304 310-51300-31500		*	5,167.25	
		APR GENERAL COUNSEL					
		5/17/23 6586	202304 310-51300-31500		*	1,327.33	
		APR CLAIMS COURT LAWSUIT					
				KILINSKI VAN WYK, PLLC			6,494.58 003862
6/09/23	00071	6/01/23 59	202306 320-53800-12100		*	7,000.00	
		JUN CONT ADMINISTRATION					
				RIVERSIDE MANAGEMENT SERVICES			7,000.00 003863
6/21/23	00086	5/30/23 21318	202305 320-53800-47300		*	1,950.00	
		#26010 LIFT STAT CYC RPR					
		5/30/23 21319	202305 320-53800-47300		*	525.00	
		#26280 RIO DEL NORTE RPR					
				DUVAL LANDSCAPE MAINTENANCE			2,475.00 003864
6/21/23	00063	5/31/23 78733	202305 320-53800-47000		*	1,538.00	
		MAY LAKE MAINTENANCE					
				FUTURE HORIZONS			1,538.00 003865
6/21/23	00094	6/06/23 6845	202305 310-51300-31500		*	5,026.00	
		MAY GENERAL COUNSEL					
		6/06/23 6847	202305 310-51300-31500		*	812.00	
		MAY CLAIMS COURT LAWSUIT					
				KILINSKI VAN WYK, PLLC			5,838.00 003866
6/27/23	00089	6/27/23 08222022	202306 310-51300-11000		*	200.00	
		8/22/23 CHECK REISSUE					
				JOHN T SMITH			200.00 003867
6/27/23	00051	6/27/23 02092023	202306 310-51300-11000		*	200.00	
		2/9/23 CHECK REISSUE					
				ROBERT LISOTTA			200.00 003868
6/29/23	00086	5/30/23 21320	202305 320-53800-47302		*	1,090.52	
		TREE REMOVAL					
		6/19/23 21828	202306 320-53800-47300		*	325.00	
		PRESSURE SWITCH					
				DUVAL LANDSCAPE MAINTENANCE			1,415.52 003869
6/29/23	00071	6/20/23 60	202305 320-53800-47301		*	733.38	
		MAY FACILITY MAINTENANCE					
		6/20/23 60	202305 320-53800-47301		*	105.44	
		MAINTENANCE SUPPLIES					
				RIVERSIDE MANAGEMENT SERVICES			838.82 003870
				TOTAL FOR BANK A		83,616.22	
				SWCC SWEETWATER CRK BPEREGRINO			



AP300R  
\*\*\* CHECK NOS. 003855-003870

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

RUN 7/25/23

PAGE 3

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
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TOTAL FOR REGISTER						83,616.22	
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SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/09/23	00080	5/01/23 727639	202306 330-53800-48400	JUN GATE MONITORING	*	6,103.11	
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			6,103.11 002273
6/09/23	00014	4/27/23 H480-87	202304 330-53800-52100	DISINFECT WIPES	*	1,040.00	
				LLOYD'S EXERCISE EQUIPMENT LLC			1,040.00 002274
6/21/23	00080	6/01/23 728687	202306 300-15500-10000	JUL MONITORING SRVCS	*	6,103.11	
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			6,103.11 002275
6/21/23	00016	5/15/23 BB-17097	202305 330-53800-41000	FIT CNTR - BUS VOICE EDGE	*	116.91	
		5/15/23 BB-17097	202305 330-53800-41100	LAS CALINAS GUARDHOUSE	*	120.06	
		6/14/23 LANDSCAP	202304 330-53800-46200	APR LANDSCAPE SRVCS	*	1,000.00	
		6/15/23 BB-17328	202306 330-53800-41000	FIT CNTR - BUS VOICE EDGE	*	116.91	
		6/15/23 BB-17328	202306 330-53800-41100	LAS CALINAS GUARDHOUSE	*	120.06	
				MARSHALL CREEK CDD			1,473.94 002276
6/21/23	00019	6/01/23 13129561	202306 330-53800-52000	JUN POOL CHEMICALS	*	1,920.37	
				POOLSURE			1,920.37 002277
6/21/23	00041	5/18/23 61726700	202305 340-53800-34400	MAY PEST CONTROL	*	78.83	
				TURNER PEST CONTROL LLC			78.83 002278
6/29/23	00119	6/01/23 21438	202306 330-53800-46200	JUN CLUBHOUSE/DOG PARK	*	1,906.00	
				DUVAL LANDSCAPING MAINTENANCE			1,906.00 002279
TOTAL FOR BANK B						18,625.36	
TOTAL FOR REGISTER						18,625.36	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/21/23	00006	6/13/23 16110	202306 600-58400-61000		*	8,560.00	
		MONUMENT RPR - CAR DAMAGE		ALL WEATHER CONTRACTORS, INC			8,560.00 000021
-----							
						TOTAL FOR BANK A	8,560.00
						TOTAL FOR REGISTER	8,560.00

## *FOURTH ORDER OF BUSINESS*

*A.*

*1.*



**DUVAL  
LANDSCAPE  
MAINTENANCE, LLC**

With

**Sweetwater Creek  
Community Development  
District**

**Monthly Reporting  
August 2023**



# **DUVAL LANDSCAPE MAINTENANCE, LLC**

## **Monthly Reporting Augusts 2023**

### **In Progress:**

1. Sod repairs throughout the community, see attached spreadsheet for completed areas. Additional repairs are scheduled for the first two weeks of August.
2. Scheduling of the next flower rotation, 3 of 4.

### **Completed:**

1. Debris Removal from Pond 12 and 13 (Proposal No. 27266).
2. Two fertilization applications (granular and liquid) to Roundabout.
3. Fertilization application to common areas.

### **Discussion regarding proposals:**

1. Proposal for pine straw for the pool deck. See Proposal No. 26858 along with current pictures of pool deck pine straw.
2. Proposal for missing shrubs, pinestraw and sod on the right side of the berm at the entrance to Glorieta Drive, Proposal No. 27285. See attached photo of the current area.
3. Proposal for Amenity/Fitness Center reroute of mainline. See Proposal No. 27443.

### **Attachments:**

1. Irrigation Report and Irrigation Wet Check Reports for July 2023.



Thank you,

**YOUR DUVAL TEAM**

**Mary Marchiano**  
**Account Manager**

**Michael Wooldridge**  
**Branch Manager**

**Joshua Boucher**  
**Irrigation Manager**

**Torre Dunham**  
**Fertilization**

Sod Repair Areas	Completed - Yes/Date	Anticipated Date of Repair
Entrance Island at Gate House	Yes	First two weeks of August 2023
As you enter at Gate House, far left of the exit road, from street to monument		
Corner of Las Calinas and Otero Point between fire hydrant and street light	Yes	
Corner of Las Calinas and Enrede at Stop Sign on Left of Las Calins side of road as you enter community		
Corner of Las Calinas and Calle de Paz		
Corner of Las Calinas and Ceja Way		
Across from Dosel to Codo between street and walkway	Yes 7/14/23	
Along Las Calinas between Doseal and Codo and Dosel Side (patch cinch bug damage)	Yes 7/14/23	
Along Las Calinas between Dosel and Codo, Dosel Side patch cinch bug damage	Yes 7/14/23	
On Las Calinas by Pole 355655551 - left side of street if going to Roundabout before Glorieta Drive	Yes 7/14/23	
On Las Calinas on right if leaving community before Glorieta Drive	Yes 7/14/23	
Corner of Glorieta Drive Left Side and Bern (2areas)		First two weeks of August 2023
Corner of Las Calinas and Ovalo Court (2 areas)		First two weeks of August 2023
Ovalo Court as you turn onto it from Las Calinas		First two weeks of August 2023
If leaving the community from Glorieta and Las Calinas, on left before roundabout (cinch bug damage)		First two weeks of August 2023
At speed limit sign on ensenada		First two weeks of August 2023
Medio Entrance (right side) at Ensenada between Stop Sign and Medio	Yes 6/8/23	
Medio Entrance (left side) at Ensenada between sidewalk and 25 mph sign	Yes 6/8/23	
Curblin on Ensenada by Torcidio/Medio Entrance	Yes 6/8/23	
Corner of Rincon and Ensenada	Yes 6/8/23	
Torcide (3 areas) sod died once already from lack of irrigation	Yes 7/14/23	

## **Sweetwater Creek CDD**

### **July 2023 Monthly Irrigation Inspection Report**

Checked all controllers except for the soccer field.

The Soccer Field controller is off until the Supervisors tells us to turn the pump on or the Supervisors figure out a new water source.

All controllers are working as intended.

We have two proposals for the middle lift station controller (controller 4) and round about controller (controller 3). Controller 4 has multiple zones that are taking a few minutes to turn on or shut off. These need to be repaired so we can have accurate timing per zones. The second proposal is for controller 3. There are 3 zones with issues of pressure. These valves need to be replaced.

All other repairs are on the inspection reports.

New sod on Torcido and right of Codo court are on a daily program. All flowers are back down to three times a week to ensure there is no fungus growth.

Your Duval Irrigation Team



July 14, 2023  
Sweetwater Creek CDD

Contract No. - 27265

Repair slow to open and close valves on middle controller. These valves are causing issues with run times

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Electrical Valve	5.00	\$225.00	\$1,125.00
Slip fix	5.00	\$75.00	\$375.00
Misc Irrigation Supplies & Materials	100.00	\$1.00	\$100.00
Irrigation Labor	4.00	\$100.00	\$400.00
			<b>\$2,000.00</b>

### WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$2,000.00
		<b>\$0.00</b>
		<b>\$2,000.00</b>



Sale	\$2,000.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$2,000.00</b>

By \_\_\_\_\_  
Joshua Boucher

Date 7/14/2023  
Duval Landscape Maintenance

By \_\_\_\_\_

Date \_\_\_\_\_  
Sweetwater Creek CDD



July 14, 2023  
Sweetwater Creek CDD

Contract No. - 27264

Replace low pressure valves on Round about controller

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Electrical Valve	3.00	\$225.00	\$675.00
Slip fix	3.00	\$85.00	\$255.00
Misc Irrigation Supplies & Materials	100.00	\$1.00	\$100.00
Irrigation Labor	4.00	\$100.00	\$400.00
			<b>\$1,430.00</b>

### WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$1,430.00
		<b>\$0.00</b>
		<b>\$1,430.00</b>



Sale	\$1,430.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$1,430.00</b>

*Approved*

By \_\_\_\_\_  
Joshua Boucher

Date 7/14/2023  
Duval Landscape Maintenance

By \_\_\_\_\_

Date \_\_\_\_\_  
Sweetwater Creek CDD









# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater		
Location	Right lake		Location	Right lake		Location	Middle lift station		
Type	RB		Size			Technician	Preston		
Rain Gauge	Y	N	Source	Meter	Well	Date	7/11/2023		
Power on	Y	N				Program	A	B	C
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM
Valve Type			PRV	Y	N	Run Times	5H	7H	1H
Coverage	Good		MV	Y	N	Days of Week	S	M	T W Th F S

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

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



**Duval Landscape**  
MAINTENANCE





# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater			
Location		Lft Round		Location		Left of roundabout		Location		Left of roundabout	
Type		RB		Size				Technician		Preston	
Rain Guage		Y	N	Source		Meter	Well	Date		7/11/2022	
Power on		Y	N					Program		A	B
General Information		Backflow				Start Times		10:00 PM			
Valve Type		PRV		Y	N	Run times		2H20M			
Coverage		Good		MV	Y	N	Days of Week		S	M	T
									W	Th	F
										S	

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



**Duval Landscape**  
MAINTENANCE

[illegible]





# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater		
Location	Right of circle		Location	Right of circle		Location	Right of round about		
Type	RB		Size			Technician	Preston		
Rain Guage	Y	N	Source	Meter	Well	Date	7/11/2023		
Power on	Y	N				Program	A	8	C
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM
Valve Type			PRV	Y	N	Run Times	4H30M	8H10M	20M
Coverage	Good		MV	Y	N	Days of Week	S	M	T W Th F S

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

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



**Duval Landscape**  
MAINTENANCE





# Duval Landscape

MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater						
Location	Right lake		Location	Right lake		Location	Torcido controller						
Type	RB		Size			Technician	Preston						
Rain Guage	Y	N	Source	Meter	Well	Date	6/14/2023						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM	10:00 PM	8:00 PM				
Valve Type			PRV	Y	N	Run times	3H10M	3H20M	30M				
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones	
1																			No wire	
2	s	x	x											x					Island Parking Lot	
3	s	x	x											1	x				Entry island left curb	
4						1														
5	r	x	x												x				Woodline back of clubhouse	
6	r	x	x												x				Dog park Rt Clubhouse	
7																				
8																				
9	s	x	x												x				Parking island palm island	
10						1														
11																				
12	s	x	x												x				Park	
13	s	x	x												x				Park	
14	s	x	x												x				Ensanada Flowers	
15	s	x	x							1				1	x				Ensanada Curb	
16	s	x	x												x				Ensanada Medio-across st	
17	s	x	x												x				Ensanada Across st	
18	s	x	x												x				Torcido shrubs 80-140	
19	s	x	x												x				Torcido turf 80-end	
20	s	x	x												x				Torcido shrubs 140-end	
21	r	x	x												x				Park	



Duval Landscape



# Duval Landscape

MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater											
Location		Lake bank	Location			Location		Brasilia + Glorieta Drive											
Type		RB	Size			Technician		Joshua Boucher											
Rain Guage		Y	N	Source		Meter	Well	Date		7/11/2023									
Power on		Y	N				Program		A	B	C								
General Information			Backflow			Start Times		10:00 PM											
Valve Type			PRV		Y	N	Run times		2H40M										
Coverage		Good	MV		Y	N	Days of Week		S	M	T	W	Th	F	S				
Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					Left corner of brasilia
2	s	x	x	x										x					Btw curb and sidewalk lft brasilia
3	r	x	x											x					Back curb left of brasilia
4	s	x	x											x					Right corner of brasilia
5	r	x	x											x					Back of sidewalk right side
6	s	x	x											x					Btw curb and sidewalk Right
7	r	x	x											x					Back of sidewalk right side



**Duval Landscape**  
MAINTENANCE





# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater		
Location	Right corner		Location	Right corner		Location	Rincon dr and ensenada		
Type	RB		Size			Technician	Preston		
Rain Gauge	Y	N	Source	Meter	Well	Date	7/12/2023		
Power on	Y	N				Program	A	B	C
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM
Valve Type			PRV	Y	N	Run times	6H	6H	20M
Coverage	Good		MV	Y	N	Days of Week	S	M	T W Th F S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1	s	x	x											x					Across from Park right
2	s	x	x											x					Right of rincon
3	s	x	x											x					Around controller
4	s	x	x											x					BTW curb and sidewalk left side
5	s	x	x											x					Right side ensanada 1/2 way
6	s	x	x											x					Right side ensanada 3/4 way
7	s	x	x											x					Right side ensanada end
8	s	x	x	x										x					Ensanada/ Rincon right side flowers
9	s	x	x	x										x					Ensanada/Rincon Left side flowers
10	s	x	x											x					Rincon 300-248
11	s	x	x											x					Rincon 238-202
12	s	x	x							1				2	x				Rincon 190*150
13	s	x	x											x					Rincon 130-88
14	s	x	x											x					Rincon 78-clock
15	r	x	x											x					Rincon Pond clock-98
16	r	x	x											x					Rincon pond 108-290
17	r	x	x											x					Rincon pond to ensanada
18	r	x	x											x					Ensanada Pond at clock
19	s	x	x											x					Ensanada left side at park
20	s	x	x											x					Ensanada left side 1/4 way
21	s	x	x											x					Ensanada left side 1/2 way
22	s	x	x											x					Ensanada left side 3/4 way
23	s	x	x											x					Ensanada left side end
24	r	x	x											x					Park lift station

25	r	x	x									1			x				Park right side
26	r	x	x												x				Park left side
27	s	x	x												x				Park beds
28	s	x	x												x				Around park
29	s	x	x												x				Between 78-62
30	s	x	x												x				Between 228-214
31																			



**Duval Landscape**  
MAINTENANCE





# Duval Landscape

MAINTENANCE

## Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	Sweetwater entry						
Location	Front sign		Location	Front sign		Location	Las colinas						
Type	ICC2		Size	5hp		Technician	Joshua						
Rain Guage	Y	N	Source	Meter	Well	Date	7/11/2023						
Power on	Y	N				Program	A	B	C				
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM				
Valve Type			PRV	Y	N	Run Times	5H20M	5Hrs	40Mins				
Coverage	Good		MV	Y	N	Days of Week	S	M	T	W	Th	F	S

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones	
1	s	x	x											x					SW/ Curb at clock	
2	r	x	x											x					SW/ Woodline at clock	
3	s	x	x	x										x					Oltero SW/ Curb	
4	r	x	x	x										x					Oltero shrubs SW/ Curb exit side	
5	s	x	x											x					Island past guard gate	
6	s	x	x	x										x					Entry island	
7	s	x	x											x					Exit side beds outside gate	
8	s	x	x											x					Curb S/W Exit side	
9	r	x	x									1		x					Lipizzon both sides	
10	s	x	x											x					Left of lipizzon Curb S/W	
11	s	x	x											x					Curb S/W Middle exit side	
12		x	x											x						
13	s	x	x											x					S/W End exit side	
14	r	x	x											x					Back S/W Both sides at bend	
15	s	x	x											x					Curb at bend	
16	s	x	x											x					S/W curb middle entry side	
17	r	x	x											x					Esmeralda Back S/W Entry	
18	s	x	x							1				1	x				Esmeralda S/W curb Entry	
19	r	x	x											x					Esmeralda Both sides entry	
20	s	x	x											2	x				Lift station	
21	s	x	x											x					Esmeralda to lift entry side	
22	s	x	x											x					Before gate entry side	
23	s	x	x											x					Entry curb	

[illegible]





# Duval Landscape MAINTENANCE

## Irrigation Technical Inspection Report

<b>Irrigation Controller</b>			<b>Point of Connection</b>			<b>Site Name</b>		<b>Del norte</b>								
<b>Location</b>		<b>Lift station</b>		<b>Location</b>		<b>Lift station</b>		<b>Location</b>		<b>Rio Del norte</b>						
<b>Type</b>		<b>Hunter</b>		<b>Size</b>		<b>5hp</b>		<b>Technician</b>		<b>Preston</b>						
<b>Rain Guage</b>		<b>Y</b>	<b>N</b>	<b>Source</b>		<b>Meter</b>	<b>Well</b>	<b>Date</b>		<b>7/11/2023</b>						
<b>Power on</b>		<b>Y</b>	<b>N</b>					<b>Program</b>		<b>A</b>	<b>B</b>	<b>C</b>				
<b>General Information</b>				<b>Backflow</b>				<b>Start Times</b>		<b>10:00 P</b>	<b>12:00 P</b>					
<b>Valve Type</b>				<b>PRV</b>		<b>Y</b>	<b>N</b>	<b>Run Time</b>		<b>1H40M</b>	<b>30Min</b>					
<b>Coverage</b>		<b>Good</b>		<b>MV</b>		<b>Y</b>	<b>N</b>	<b>Days of Week</b>		<b>S</b>	<b>M</b>	<b>T</b>	<b>W</b>	<b>Th</b>	<b>F</b>	<b>S</b>

Zone	Head Type	Turf	Shrub	Flowers	Lateral Line Break	Zone Not Responding	Valve Leaking	Zone not Shutting Down	4" Spray	6" Spray	12" Spray	4" Rotor	Fixed Riser	Cleaned/Replaced Nozzle	Adjusted Spray Pattern	Straightened	Capped	Raised/Lowered	Locations of Zones
1																			
2	r	x	x												x				Island back of Del norte
3	s	x	x	x										2	x				Both sides at stop sign
4	r	x	x	x											x				Right side back of sidewalk
5	r	x	x												x				Island at mailboxes

2.



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

## PROPOSAL

Date	Proposal No.
06/23/23	26858

### 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

Installation of Pine Straw for the Amenity Center/Fitness Center Pool Area only.

DESCRIPTION	QTY	EXT PRICE
<b>Pine Straw for Pool Deck Area - Amenity Center/Fitness Center</b>		
Enhancement/Extra Services		
Pinestraw - Installed - bales	100.00	\$1,785.66

**Total: \$1,785.66**

By \_\_\_\_\_

Mary Marchiano

Date 6/23/2023

Duval Landscape Maintenance

By \_\_\_\_\_

Date

Sweetwater Creek CDD





Fitness Center Pool Deck





Fitness Center Pod Deck



3.





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

**PROPOSAL**

Date	Proposal No.
07/18/23	27285

**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

Addition of shrubs that have been removed from berm along Las Calinas at Glorieta (right side of the entrance to the street).

Addition of pine straw to bed.

Prep areas for sod replacement add new sod in area between berm and sidewalk along berm on Las Calinas at Glorieta (right side of the entrance to the street).

DESCRIPTION	QTY	EXT PRICE
<b>Replacement of Shrubs and Sod - Glorieta Berm (right side as you enter street)</b>		
Enhancement/Extra Services		
Viburnum - 7 gal installed	18.00	\$1,459.35
Pinestraw - Installed - bales	20.00	\$357.12
St Augustine Sod Pallet - Sod installed - pallet	3.00	\$2,705.62
Irrigation Service/Repairs		
IRRIGATION MODIFICATION	1.00	\$500.00

<b>Total:</b>	<b>\$5,022.09</b>
---------------	-------------------

By

Mary Marchiano

Date 7/18/2023

Duval Landscape Maintenance

By

Date

Sweetwater Creek CDD











4.



July 24, 2023  
Sweetwater Creek CDD

Contract No. - 27443

Reroute mainline on top of ground to ensure water to valves in the amenity center.

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Pipe	400.00	\$2.50	\$1,000.00
Multi strand wire	400.00	\$2.00	\$800.00
Misc Irrigation Supplies & Materials	100.00	\$1.00	\$100.00
Irrigation Labor	8.00	\$100.00	\$800.00
			<b>\$2,700.00</b>

### WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$2,700.00
		<b>\$0.00</b>
		<b>\$2,700.00</b>

<b>Sale</b>	\$2,700.00
<b>Sales Tax</b>	\$0.00
<b>Total</b>	<b>\$2,700.00</b>

By \_\_\_\_\_  
Joshua Boucher

Date 7/24/2023  
\_\_\_\_\_  
Duval Landscape Maintenance

By \_\_\_\_\_  
\_\_\_\_\_  
Sweetwater Creek CDD

*C.*

*1.*

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

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

(A) Requisition Number: 96

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

(C) Amount Payable: \$2,076.25

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 208897 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

July 06, 2023  
Project No: 05010.24000  
Invoice No: 0208897

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

**Professional Services rendered through July 1, 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	100.00	2,600.00	2,600.00	0.00
2. SJRWMD Minor Modification	2,400.00	100.00	2,400.00	2,400.00	0.00
3. Modify Engineering Plans	7,750.00	90.3226	7,000.00	7,000.00	0.00
<b>4. Regulatory Permitting/Approvals</b>					
a. SJC DRC Submittal & Cons. Plan App.	3,250.00	100.00	3,250.00	3,250.00	0.00
5. Code Landscape & Tree Mitigation	3,750.00	100.00	3,750.00	3,750.00	0.00
Total Fee	19,750.00		19,000.00	19,000.00	0.00
<b>Total Fee</b>					<b>0.00</b>
<b>Total this Task</b>					<b>0.00</b>

Task 06 Bidding Services

	Current	Prior	To-Date
Total Billings	0.00	4,999.90	4,999.90
Contract Limit			5,000.00
Remaining			.10
<b>Total this Task</b>			<b>0.00</b>

Task 07 CEI Services

**Professional Personnel**

	Hours	Rate	Amount
Senior Engineer			
Lockwood, Scott	6/3/2023	.50	205.00
			102.50

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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32226 • Tel 904-642-8990 • Fax 904-640-6485  
CA-00022884 LC-0000318

Lockwood, Scott	6/17/2023	.50	205.00	102.50	
Lockwood, Scott	6/24/2023	1.75	205.00	358.75	
Totals		2.75		563.75	
<b>Total Labor</b>					<b>563.75</b>

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	563.75	1,121.35	1,685.10	
Contract Limit			5,000.00	
Remaining			3,314.90	
		<b>Total this Task</b>		<b>\$563.75</b>

---

Task	XP	Expenses		
<b>Consultants</b>				
		Chehayeb & Associates, Inc.	1,500.00	
		<b>Total Consultants</b>	<b>1,500.00</b>	<b>1,500.00</b>
<b>Expenses</b>				
		Mileage	12.50	
		<b>Total Expenses</b>	<b>1.0 times</b>	<b>12.50</b>
			<b>Total this Task</b>	<b>\$1,512.50</b>
		<b>Invoice Total this Period</b>		<b><u>\$2,076.25</u></b>

# Chehayeb & Associates, Inc.

3702 Azeele Street ♦ Tampa, FL 33609  
(813) 876-1415

June 20, 2023

Invoice No. 23-58-1

England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258

RE: Palencia Fitness Center  
Pickleball Courts  
St. Johns County, FL

Attn: Scott Lockwood  
Phone: (904) 265-3163  
email: [lockwoods@etminc.com](mailto:lockwoods@etminc.com)

05-010-23

---

*To Invoice You for Professional Services as Described Below:*

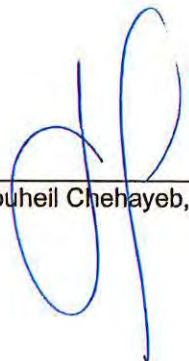
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## Electrical Engineering Services

### LIGHTING DESIGN FOR 4 PICKLEBALL COURTS

Base Fee Per Proposal Dated May 4, 2023      \$1,500.00

This Invoice	\$1,500.00
--------------	------------

  
Souheil Chehayeb, P.E.

**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: 97

(B) Name and address of Payee: Kilinski/Van Wyk PLLC  
PO BOX 6386  
Tallahassee FL 32314

(C) Amount Payable: \$2,719.50

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 7090 2019 Project Construction

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

The undersigned hereby certifies that:

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

OR

☐ 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





**KILINSKI | VAN WYK**

## Kilinski | Van Wyk, PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

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

### SWTCDD-05

## INVOICE

Invoice # 7090  
Date: 07/18/2023  
Due On: 08/17/2023

### SWEETWATER CREEK CDD - 2019 PROJECT CONSTRUCTION

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	GK	06/01/2023	Begin preparing contract documents for installation and construction pickleball courts.	1.60	\$265.00	\$424.00
Service	GK	06/02/2023	Complete preparing contract documents for installation and construction pickleball courts.	2.70	\$265.00	\$715.50
Service	JK	06/02/2023	Review general conditions, supplemental conditions, bond forms and agreement for construction and transmit for comments on same; compile exhibits; finalize same; confer re: geotech and transmit same	2.10	\$310.00	\$651.00
Service	JK	06/05/2023	Review correspondence re: pickleball agreement correspondence and updates to same	0.30	\$310.00	\$93.00
Service	GK	06/05/2023	Update Pickleball Court Construction documents.	0.40	\$265.00	\$106.00
Service	JK	06/06/2023	Update pickleball construction contract; transmit same	0.20	\$310.00	\$62.00
Service	GK	06/06/2023	Update Pickleball Court Construction documents regarding timeline for completion.	0.40	\$265.00	\$106.00
Service	JK	06/06/2023	Finalize pickleball agreement and COI request; transmit same	0.40	\$310.00	\$124.00
Service	JK	06/07/2023	Update pickleball agreement, combine plans and update bond forms; transmit	0.40	\$310.00	\$124.00

same						
Service	GK	06/07/2023	Confer with County Attorney regarding status of revisions to Ordinance 2009-36.	0.20	\$265.00	\$53.00
Service	JK	06/09/2023	Update/transmit pickleball agreement; confer re: status of plans	0.20	\$310.00	\$62.00
Service	GK	06/23/2023	Review Notice to Owner/Notice to Contractor and prepare response to the same.	0.40	\$265.00	\$106.00
Service	JK	06/29/2023	Confer with ETM re: retainage allowance and contract terms; review NTO and review response to same; confer re: pay app process	0.30	\$310.00	\$93.00
Total						\$2,719.50

## Detailed Statement of Account

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7090	08/17/2023	\$2,719.50	\$0.00	\$2,719.50
Outstanding Balance				\$2,719.50
Total Amount Outstanding				\$2,719.50

Please make all amounts payable to: Kilinski | Van Wyk, PLLC

Please pay within 30 days.



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

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(A) Requisition Number: 98

(B) Name and address of Payee: Hoffman Commercial Construction LLC  
6919 Distribution Ave S Unit #5  
Jacksonville FL 32256

Wire instructions:

(C) Amount Payable: \$97,369.00

(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): Palencia Pickleball Courts Pay App 2304-2.

(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.

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**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



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF THREE

PAGES

TO OWNER: Sweetwater Creek Community Development PROJECT: Palencia Pickleball Courts  
C/O Scott Lockwood 1879 N. Loop Parkway  
England-Thims & Miller St. Augustine, FL 32095

APPLICATION NO: 2304 2

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR

PERIOD TO: 7/15/2023

FROM CONTRACTOR: ARCHITECT: England-Thims & Miller, Inc.  
Hoffman Commercial Construction, LLC 14775 Old St. Augustine Rd.  
6919 Distribution Ave S - Unit #5 Jacksonville, FL  
Jacksonville, FL 32256

CONTRACT DATE: 6/9/2023

CONTRACT FOR: Construction

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

- |   |            |
|---|------------|
| 1. ORIGINAL CONTRACT SUM  | \$ 452,000 |
| 2. Net change by Change Orders  | \$ -       |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                                      | \$ 452,000 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ 119,769 |
| 5. RETAINAGE:   |            |
| a. 5% % of Completed Work (Column D + E on G703)                          | \$ 5,988   |
| b. 5% % of Stored Material (Column F on G703)                             | \$ -       |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)              | \$ 5,988   |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ 113,781 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ 16,412  |
| 8. CURRENT PAYMENT DUE  | \$ 97,369  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ 338,219 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Paul Hoffman

Date: 7/15/2023

State of: Florida

County of: Duval

Subscribed and sworn to before me

Notary Public:

My Commission expires:

11/30/25

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

SOV  
Palencia Pickleball Courts  
Schedule of Values

2304 2  
7/15/2023

DESCRIPTION	SCHEDULE OF VALUES	PREVIOUS APPL	WORK IN PLACE	STORED MATERIAL	TOTAL COMPLETED TO DATE	%	BALANCE TO FINISH
1 GENERAL CONDITIONS	\$ 35,520	1,776	8,525	0	10,301	29%	25,219
2 GENERAL REQUIREMENTS-DUMPSTER, E	\$ 12,600	0	3,654	0	3,654	29%	8,946
3 MOBLIZATION	\$ 7,200	7,200	0	0	7,200	100%	0
4 PREVENTATION, CONTROLS OF EROSION	\$ 2,100	0	2,100	0	2,100	100%	0
5 STORMWATER PPP	\$ 200	0	200	0	200	100%	0
6 CLEARING AND GRUBBING	\$ 20,700	0	20,700	0	20,700	100%	0
7 EARTHWORK	\$ 29,100	0	26,190	0	26,190	90%	2,910
8 STORM DRAINAGE	\$ 72,600	0	10,890	0	10,890	15%	61,710
9 PAVING AND DRAINAGE AS-BUILTS	\$ 2,400	0	0	0	0	0%	2,400
10 RETAINING WALL	\$ 17,000	0	17,000	0	17,000	100%	0
11 PICKLEBALL COURTS	\$ 115,300	0	0	0	0	0%	115,300
12 SEED AND MULCH	\$ 2,000	0	0	0	0	0%	2,000
13 FENCING	\$ 32,500	0	0	0	0	0%	32,500
14 SOUND FENCING	\$ 2,680	0	0	0	0	0%	2,680
16 CONCRETE SIDEWALKS AND FOUNDATIC	\$ 11,500	0	0	0	0	0%	11,500
17 IRRIGATION REPAIRS	\$ 800	0	0	0	0	0%	800
18 COURT SHADE STRUCTURE	\$ 14,400	0	0	0	0	0%	14,400
20 PLUMBING	\$ 2,900	0	0	0	0	0%	2,900
21 ELECTRICAL	\$ 15,000	0	0	0	0	0%	15,000
22 BUILDERS RISK / GEN LIAB.INS -FIXED	\$ 700	700	0	0	700	100%	0
23 BUILDING PERMITS	\$ 1,300	0	1,300	0	1,300	100%	0
24 P&P BOND	\$ 7,600	7,600	0	0	7,600	100%	0
25 HCC FEE AND OVERHEAD	\$ 45,900	0	11,934	0	11,934	26%	33,966
<b>TOTAL</b>	<b>\$ 452,000</b>	<b>17,276</b>	<b>102,493</b>	<b>0</b>	<b>119,769</b>	<b>26%</b>	<b>332,231</b>



**CONTRACTOR'S  
CONDITIONAL WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT  
(PAYMENT BY CHECK)**

The undersigned lienor, in consideration of the progress payment in the amount of \$ 97,369 and conditioned upon payment of check number \_\_\_\_\_ issued to the undersigned by Sweetwater Creek CDD in said amount, waives and releases its lien right to claim a lien for labor, services, or materials furnished to \_\_\_\_\_ on the job of Palencia Pickleball Courts to the following described property:

Palencia Pickleball Courts

1879 N. Loop Parkway

St. Augustine, FL 32095

HCC Project # 2304

Owner's Project # \_\_\_\_\_

This waiver and release does not cover any retention of labor, services, or materials furnished after the date specified:

Dated On: 7/15/2023

Lienor's Name: Hoffman Comerical Constructon, LLC

Address: 6919 Distribution Ave S #5

Jacksonville, Florida 32256

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

Printed Name: Paul Hoffman

STATE OF FLORIDA, COUNTY OF Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 7/11/2023

BY: Paul Hoffman

( X ) WHO IS PERSONALLY KNOWN TO ME OR

( ) WHO HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION AND

WHO ( ) DID ( X ) DID NOT TAKE AN OATH.

Carol Fluster

NOTARY PUBLIC

CAROL FLUSTER

Notary Name Typed or Printed

HH 203343  
COMMISSION NO.



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.  
10/1/1996



2.



TOPO SURVEY  
PROVIDED BY ETM  
SURVEYORS, INC.

*D.*

8/3/2023

# *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  
July 6th, 2023

To: The Board of Supervisors

From: Paul Stratton  
Field Operations Manager

RE: Sweetwater Creek Operations Report – August 3rd, 2023

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



Proposal to paint bollards at Las Calinas & Antolin Way  
-Paint color needed if approved



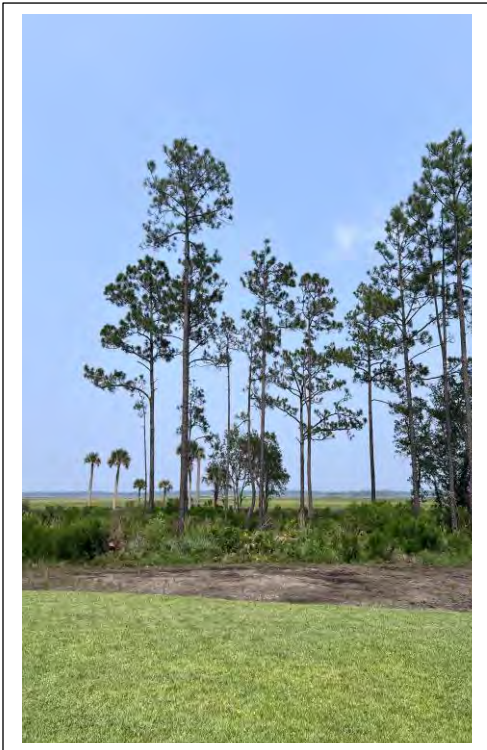
## Completed Items



Removed Dead Shrubberty Around  
Pond 11 and 12

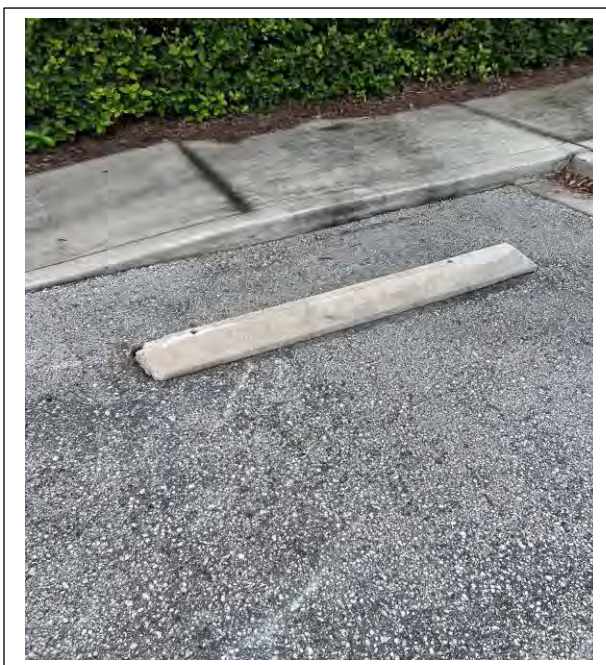


## Completed Items



8 Dead trees dropped behind  
residence on Rio Del Norte

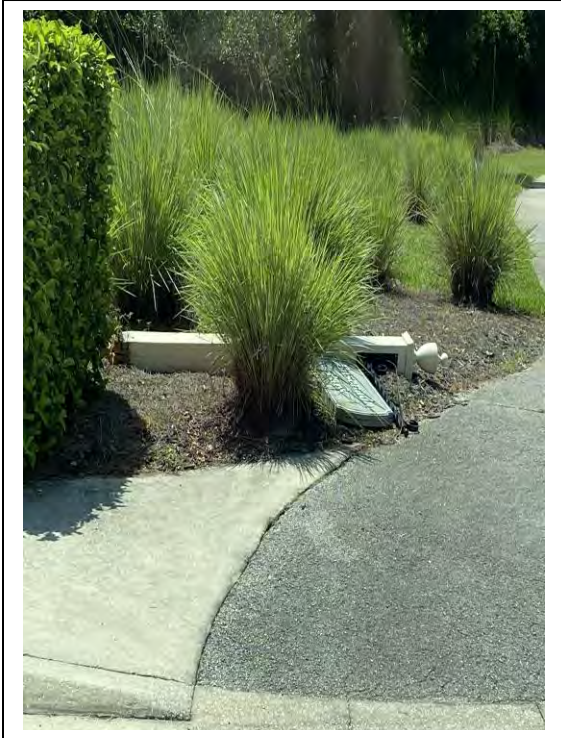
## Completed Items



Placed parking bumper at Ensenada  
Park

## Completed Items

□



## Replaced Rotted Post



## On Going



Repaired or replaced  
several more lights at the  
park



## Project in Progress



Painting light and sign poles  
throughout the district

## Projects in Progress



Installing metal lock boxes over  
the Smart Controllers.

## Conclusion

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

[pstratton@rmsnf.com](mailto:pstratton@rmsnf.com)

Respectfully,

Paul Stratton  
Riverside Management Services





*E.*

**BOARD OF SUPERVISORS MEETING DATES  
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024**

The Board of Supervisors of the Sweetwater Creek Community Development District will hold their regular meetings for Fiscal Year 2024 at 625 Palencia Club Drive, St. Augustine, FL 32095 at 4:00 p.m. on the first Thursday of each month, unless otherwise indicated as follows:

**October 26, 2023 (\*Fourth Thursday)  
December 7, 2023  
January 4, 2024  
February 1, 2024  
March 7, 2024  
March 21, 2024 – Budget Workshop Only  
April 4, 2024  
May 2, 2024  
June 6, 2024  
July 18, 2024 (\*Third Thursday)  
August 1, 2024  
September 5, 2024**

*FIFTH ORDER OF BUSINESS*

*A.*



*1.*

# AMERICAN ELECTRICAL Contracting, Inc.



9016 Philips Highway – Jacksonville, FL 32256

Office (904) 737-7770 • Fax (904) 737-1099

EC13010299

John Smith  
[Johnsmith.sccdd@gmail.com](mailto:Johnsmith.sccdd@gmail.com)  
770-841-4800

Date: July 20, 2023

To: Sweetwater Creek CDD  
1865 N Loop Pkwy  
St Augustine, Florida 32095

Project: Pickleball Lighting

## **-PROPOSAL-**

*American Electrical Contracting, Inc.* proposes to furnish all labor and materials to complete the following scope of work:

### **Pickleball Lighting:**

1. Provide and install (6) new 24' overall length, 20' mounting height direct burial fiberglass poles per diagram provided by customer. Provide and install new wiring inside poles for new lighting fixtures.
2. Provide and install (8) new 600w LED 5000K 120-277v 84,000 lumen light fixtures and slip fitter brackets and (2) two-fixture 180-degree pole topper brackets on new poles.
3. All wiring, conduit, circuits and control devices to supply electrical to poles to be FURNISHED AND INSTALLED BY OWNER.
4. All trenching to be backfilled, no additional landscape replenishment included.
5. All new fixtures to be 120-277v.
6. No new lighting circuits included.
7. Bucket truck included.
8. Work to be completed during normal business hours, Monday-Friday.
9. American Electrical Contracting assumes no liability for access to private property.

**TOTAL QUOTATION: \$24,485.00**

## **THANK YOU FOR THE OPPORTUNITY TO SUBMIT THIS PROPOSAL**

### Note:

- To the extent that additional work is performed, or materials delivered at the Owner's request which is not the subject of a signed change order, American Electrical shall be entitled to recover the costs thereof, plus 25%.
- Customer/Owner agrees to have any and all inspections, that may be required, completed within 180 days of commencement. Customer/Owner understands and agrees to pay a \$25.00 re-inspection fee on day 181. This fee will also be assessed every 180 days thereafter, indefinitely. If a collection agent is required to collect this fee, customer/owner agrees to pay all collection costs incurred, in addition to the outstanding fee.
- Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the base contract.
- The onsite representative for the customer or contractor is deemed to be authorized to request and approve extras and alterations to scope of work and payment by the customer or contractor for said work.
- **American Electrical Contracting, Inc. may withdraw this proposal if not accepted within 15 days.**
- American Electrical Contracting, Inc. shall have the right to stop work for nonpayment within terms upon 10 days written notification.
- Customer agrees to pay the cost of collection, including all collection, bankruptcy and appellate attorney's fees, court cost and filing fees, upon customer's default of contract.
- Labor warranty covers one year on original installation.

● Page 2

July 20, 2023

- Warranty and warranty claims shall be invalid unless all work, both contract and change orders, have been paid in full.
- Materials warranty is by the manufacture of the product. Lamps and bulbs are warranted for 30 days.
- Any payment not paid by the 10th day will be subject to an interest rate, which is equal to the maximum allowed by Florida statute.
- **The payment terms of the company are PAYMENT DUE UPON SERVICE RENDERED. Interest in the maximum amount permitted by law will be charged on overdue amounts and any judgements obtained. We accept all major credit cards, checks and cash. Non-payment will cause American Electrical Contracting, Inc. to commence legal action to collect monies due. Customer will also be liable for all attorney fees, collection costs, filing fees and court costs. If payment is not received within 60 DAYS of invoice date, customer authorizes and acknowledges AEC to enforce non-payment of work completed by placing a lien on owner's property for the value of materials, labor, and work provided on all delinquent accounts under Florida Statutes § 713.02 and § 713.06.**

The prices and conditions above are satisfactory and are hereby accepted. American Electrical Contracting, Inc. is authorized to perform the work as proposed.

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

*Ryan Piersall*  
**American Electrical  
Contracting, Inc.**

2.



# HOFFMAN

Commercial Construction, LLC

JuLY 17, 2023

Re: Palencia Pickleball Courts

Mr. John Smith  
Sweetwater Creek CDD

Dear Mr. Smith:

Please find our Change Order Proposal to the Palencia Pickleball project.  
Change Order Proposal –Additional electrical for fan at each cabana.  
Total 3. Each cabana to get a GFCI outlet in the ceiling area for fan to plug into and a 60-minute timer switch. We will tie into existing outlet that we have in our scope. Fan and the mounting of fan is by owner.  
(See attached backup)

Change Order Lump Sum Amount of

**\$2,150.00**

Sincerely,



Paul Hoffman

ACCEPTED: \_\_\_\_\_

Date: \_\_\_\_\_

## COP ELEC FOR FANS

7/18/2023

[illegible]



## **Radiant Electric, Inc.**

P.O. Box 600830  
Jacksonville, Fl. 32260  
Ph: 904-268-2655  
Fax: 904-268-2625

### **Proposed Change Order**

Date: 7/13/23

Proposed Change Order # 1

**Job name**

Palencia - Pickle ball Courts

**Contractor/Owner:**

Hoffman Commercial Construction, LLC

**Radiant Electric, Inc** proposes to provide the labor necessary to accomplish the following work as listed below as a change order. Based on an email sent to us on 6/30/23.

- Electrical for fan in each cabana. Total of 3. Each cabana will get a GFCI outlet in ceiling area for fan to plug into and a 60 minute timer switch. Will tie into the existing outlet that we already have in our scope. **Fan and the mounting of the fan is by others**.....Adder \$1,920.00 ✓

- No** →
- Provide a 120 volt 20 amp circuit to the center cabana for water cooler/Ice Machine. Includes a GFCI outlet. Tie circuit to existing panel.....Adder \$1,160.00

**The cost for this additional scope of work is: ....Total Adder ~~\$3,080.00~~ \$1,920**

Written or verbal authorization to proceed with this change order becomes a part of the existing contract. Please process all paperwork to execute the above adjustment to the contract amount.

**Please sign, fax or email back to our office.**

**Signature:**

**Date:** \_\_\_\_\_

**Submitted by: Eddie Granger**

*B.*



July 25, 2023

Re: Palencia Fitness Parking

Mr. John Smith  
Sweetwater Creek CDD

Dear Mr. Smith:

Please find our Proposal for the Palencia Fitness Parking.  
Change Order Proposal –Asphalt Millings in Overflow Parking lot  
Strip 5,000 sf of existing grass 3”-4” deep and remove from site.  
Install 5,000 sf of 4” Asphalt Millings for overflow parking.

Lump Sum Amount of **\$18,570**

Sincerely,

ACCEPTED: \_\_\_\_\_

Paul Hoffman

Date: \_\_\_\_\_



**4-K Construction, Inc**

PO Box 17363  
6927 Distribution Ave. South  
Jacksonville FL 32245  
904-292-0339

License: CUC1225069

**Change Order**

Order#: 1

Order Date: 06/28/2023

**To:** Hoffman Commercial Construction, LLC  
6919 Distribution Avenue South  
Suite 5  
Jacksonville, FL 32256

**Project:** 2307  
Palencia Pickleball Courts  
Palencia Fitness Center  
1865 N. Loop Parkway  
St Augustine,, FL 32095

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

**Ordered By:**

**Customer Order:**

Specifications Attached ☐

Description of Work	Amount
Add Gravel Parking	16,580.00

**Notes**

This price is inclusive of the labor, material & equipment to add a 5000 sf gravel parking lot for overflow

Includes - stripping 3"-4" of existing grass. and removing stripping.

Install 5,000 SF of 4" gravel.

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Requested Amount of Change**

**16,580.00**

# ESTIMATE

AL Dirtworks, LLC  
5128 Gracewood Ln  
Saint Augustine, FL 32092

AL.Dirtworks2022@gmail.com  
+1 (904) 826-5667



## Sweetwater Creek CDD

Bill to  
Sweetwater Creek CDD

Estimate details  
Estimate no.: 1015  
Estimate date: 07/20/2023

Product or service		Amount
1. Gravel Parking Lot Option 1	-Removal of 5,000 square feet of sod/turf with haul off and disposal.	\$10,775.00
	-Install 5,000 square feet of 57 Stone gravel at 4" of depth. This includes compaction of installed material.	
Total		\$10,775.00
Note to customer		
Sweetwater Creek CDD Attention Board of Supervisors 475 West Town Place, Suite 114 St. Augustine, Florida 32092		

# ESTIMATE

AL Dirtworks, LLC  
5128 Gracewood Ln  
Saint Augustine, FL 32092

AL.Dirtworks2022@gmail.com  
+1 (904) 826-5667



## Sweetwater Creek CDD

Bill to  
Sweetwater Creek CDD

Estimate details  
Estimate no.: 1016  
Estimate date: 07/25/2023

Product or service		Amount
1. Gravel Parking Lot Option 2		\$10,325.00
	-Removal of 5,000 square feet of sod/turf with haul off and disposal.	
	-Install 5,000 square feet of Asphalt Millings at 4" of depth. This includes compaction of installed material	
Total		\$10,325.00
Note to customer		
Sweetwater Creek CDD Attention Board of Supervisors 475 West Town Place, Suite 114 St. Augustine, Florida 32092		

*SIXTH ORDER OF BUSINESS*

## RESOLUTION 2023-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON, VICE CHAIRPERSON OR DISTRICT OFFICER PROJECT DESIGNEE THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, CHANGE ORDERS NOT EXCEEDING TWENTY-FIVE THOUSAND AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, various recreational improvements; and

**WHEREAS**, in connection with the development and re-development of various public improvements in the District, District signatures and authorizations may be required, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, conveyance and dedication of certain interests in real and personal property, including, but not limited to easements, deeds and bills of sale for infrastructure improvements, and change orders for previously approved District improvement projects (together, the "**District Authorizations**"); and

**WHEREAS**, to facilitate the efficient development of the District improvements, the District desires to authorize the Chairperson, the Vice Chairperson and the District Officer **Project Designee**, which shall mean the Board member appointed by the Board as the point of contact or subject area representative for any particular project, to approve and execute the District Authorizations necessary to finalize the development of one or more District project(s) ("**Project Authority**"); and

**WHEREAS**, the Project Authority shall be subject to District Manager, District Engineer and District Counsel agreeing that each such proposed District Authorization is legal, consistent with Board direction and necessary for the development of the Improvements and delay in obtaining prior Board approval is unnecessary or will cause delay, disruption and additional costs that are adverse to the District's best interests; and

**WHEREAS**, the Board of Supervisors finds that granting such Project Authority is in the best interests of the District so that the development of the District projects and improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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



**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. DELEGATION OF AUTHORITY.** The Chairperson, the Vice Chairperson and the District Officer Project Designee is hereby authorized to sign, accept, or execute the District Authorizations as defined above and as applicable. The Vice Chairperson, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such District Authorizations signed by the Project Designee. Such authority shall be subject to the District Manager, District Engineer and District Counsel's review and approval pursuant to the provisions of this Resolution.

**SECTION 3. CHANGE ORDER AUTHORITY.** The authority so granted by this Resolution includes execution of change orders for projects approved by the Board of Supervisors at a publicly noticed meeting, up to ten percent (10%) of the total Project budget for each change order, but only to the extent that the Project Designee, in consultation with District Manager, District Engineer and District Counsel, determine that such change order is reasonably related to the District Board's approval and delaying the approval of such change order for the next District Board meeting would result in delay, disruption and additional District costs that are adverse to the District's best interests.

**SECTION 4. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect until October 1, 2024 unless extended or earlier repealed by affirmative vote of the Board.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of August, 2023.

ATTEST:

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

## *SEVENTH ORDER OF BUSINESS*

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

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

(This space reserved for Clerk)

## ACKNOWLEDGMENT OF INTERLOCAL AGREEMENTS

This **ACKNOWLEDGMENT OF INTERLOCAL AGREEMENTS** (the "**Acknowledgment**") is made as of October 28, 2021, by and between the **MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of government located in St. Johns County, Florida ("**Marshall Creek**") and the **SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government located in St. Johns County, Florida ("**Sweetwater Creek**") (collectively referred to herein as the "**Districts**").

## RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tallahassee, FL 32314  
Attn: District Counsel

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

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

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

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

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

*[Signature pages follow]*



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

Attest:

K. Hollis  
Signature  
Katie Hollis  
Print Name

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Howard Hoffman  
Signature  
HOWARD HOFFMAN  
Print Name  
CHAIR  
Title  
10/28/2021  
Date

Attest:

Ernesto J. Torres  
Signature  
ERNESTO J. Torres  
Print Name

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Robert J. Lisotta  
Signature  
ROBERT J LISOTTA  
Print Name  
CHAIR  
Title  
10.7.21  
Date

**Exhibit A: Reciprocal Usage Agreement**  
**Exhibit B: Staffing Services Agreement**

# EXHIBIT A

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

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

### **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 1**

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

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

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

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

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

## **SECTION 2**

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

## **SECTION 3**

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

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

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

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

#### **SECTION 4**

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

#### **SECTION 5**

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

#### **SECTION 6**

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

#### **SECTION 7**

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

#### **SECTION 8**

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

#### **SECTION 9**

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



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

#### SECTION 10

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

#### SECTION 11

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

#### SECTION 12

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

To Marshall Creek:

Marshall Creek Community Development District  
475 W. Town Place, S  
St. Augustine, Florida  
Attn: District Manager

C/O SEVEN TRAIL SERVICES  
175 HAMPTON POINT DR, SUITE #4  
ST. AUGUSTINE, FL 32092

To Sweetwater Creek:

Sweetwater Creek Cor  
14785-4 St. Augustine  
Jacksonville, Florida 3  
Attn: District Manager

12051 CORPORATE BLVD  
ORLANDO, FL 32817

#### SECTION 13

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

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

#### **SECTION 14**

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

**[Remainder of page intentionally left blank]**

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

**MARSHALL CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

By: 

Chairman

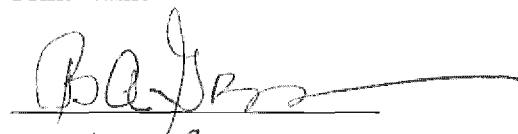
Witness:

April Day-Wolff

April Day-Wolff

Print Name

Witness:



BETH A. GROSSMAN

Print Name

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

**SWEETWATER CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

By: [Signature]  
Chairman

Witness: [Signature]  
Jill Cupps  
Print Name

Witness: [Signature]  
Wesley Haber  
Print Name

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



# EXHIBIT B

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

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

### RECITALS

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

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

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

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

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

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

2. **PROVISION OF STAFFING SERVICES.**

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

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

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

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

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

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

**6. COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Attest:

**MARSHALL CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

Howard Entner  
Signature  
Howard Entner  
Printed Name  
Chairman  
Title

Attest:

**SWEETWATER CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Jill Burns  
Jill Burns

R. Lisa Twa  
Signature  
R. Lisa Twa  
Printed Name  
BOARD CHAIR  
Title

## **EXHIBIT A**

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

#### **Purpose**

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

#### **Amenity Staff Composition**

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

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

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

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

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

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

## **EXHIBIT B**

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

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



*EIGHTH ORDER OF BUSINESS*

## **Approved Budget**

**Fiscal Year 2024**



## **Sweetwater Creek Community Development District**

**August 3, 2023**



# **Sweetwater Creek Community Development District**

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**Sweetwater Creek  
Community Development District**

**General Fund**

<b>Description</b>	<b>Adopted Budget FY 2023</b>	<b>Actuals Thru 6/30/23</b>	<b>Projected Next 3 Months</b>	<b>Total Thru 9/30/23</b>	<b>Approved Budget FY 2024</b>
<b>REVENUES</b>					
Assessments	\$ 1,665,410	\$ 1,650,619	\$ 14,791	\$ 1,665,410	\$ 1,724,315
Fitness Center Revenue	\$ 1,400	\$ 1,825	\$ 435	\$ 2,260	\$ 2,000
Cost Sharing - Marshall Creek Revenue	\$ -	\$ 29,405	\$ -	\$ 29,405	\$ -
Interest	\$ -	\$ 9,532	\$ 1,761	\$ 11,293	\$ 5,000
Carry Forward Surplus	\$ 110,759	\$ -	\$ -	\$ -	\$ 51,387
<b>TOTAL REVENUES</b>	<b>\$ 1,777,569</b>	<b>\$ 1,691,381</b>	<b>\$ 16,987</b>	<b>\$ 1,708,369</b>	<b>\$ 1,782,702</b>
<b>EXPENDITURES</b>					
<b><u>General and Administrative</u></b>					
Supervisor Fees	\$ 9,600	\$ 5,400	\$ 2,400	\$ 7,800	\$ 9,600
Engineering Fees	\$ 25,000	\$ 15,672	\$ 4,710	\$ 20,382	\$ 20,000
District Counsel	\$ 35,000	\$ 57,363	\$ 28,681	\$ 86,044	\$ 55,000
Audit Fees	\$ 3,700	\$ 3,700	\$ -	\$ 3,700	\$ 3,800
Arbitrage	\$ 500	\$ 500	\$ -	\$ 500	\$ 500
Assessment Roll	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 5,000
Dissemination	\$ 5,000	\$ 3,750	\$ 1,250	\$ 5,000	\$ 5,300
Trustee Fees	\$ 3,800	\$ 3,143	\$ 657	\$ 3,800	\$ 3,800
District Management Fees	\$ 35,000	\$ 26,250	\$ 8,750	\$ 35,000	\$ 42,500
Telephone	\$ 700	\$ 334	\$ 177	\$ 511	\$ 742
Postage	\$ 1,500	\$ 2,222	\$ 827	\$ 3,049	\$ 3,000
Public Official Insurance	\$ 4,564	\$ 4,088	\$ -	\$ 4,088	\$ 4,497
Copies	\$ 1,000	\$ 2,723	\$ 1,066	\$ 3,789	\$ 4,100
Miscellaneous	\$ 1,500	\$ 548	\$ 45	\$ 593	\$ 1,500
Legal Advertising	\$ 2,700	\$ 340	\$ 1,500	\$ 1,840	\$ 2,000
Information Technology	\$ 1,050	\$ 788	\$ 263	\$ 1,050	\$ 1,425
Website Maintenance	\$ 800	\$ 600	\$ 200	\$ 800	\$ 1,000
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Cost Share Expense - Marshall Creek	\$ 40,000	\$ -	\$ -	\$ -	\$ 20,000
<b>Subtotal General and Administrative</b>	<b>\$ 174,089</b>	<b>\$ 130,095</b>	<b>\$ 50,526</b>	<b>\$ 180,621</b>	<b>\$ 183,939</b>
<b><u>Operations and Maintenance</u></b>					
<b><u>Utilities</u></b>					
Electric	\$ 75,000	\$ 52,731	\$ 18,693	\$ 71,424	\$ 75,000
<b><u>Other Physical Environment</u></b>					
General Insurance	\$ 6,148	\$ 5,507	\$ -	\$ 5,507	\$ 6,058
Landscape Maintenance	\$ 346,000	\$ 243,457	\$ 72,819	\$ 316,276	\$ 291,276
Landscape Improvements	\$ 80,000	\$ 48,776	\$ 31,224	\$ 80,000	\$ 50,000
Mulch	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Lake Maintenance	\$ 27,940	\$ 13,842	\$ 4,614	\$ 18,456	\$ 22,000
Fountain Maintenance	\$ 1,500	\$ 1,206	\$ -	\$ 1,206	\$ 1,500
Irrigation Repairs & Maintenance	\$ 22,000	\$ 24,407	\$ 9,000	\$ 33,407	\$ 39,000
Storm Clean-Up	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
Field Repairs & Maintenance	\$ 31,300	\$ 7,317	\$ 17,043	\$ 24,360	\$ 26,000
Tree Removals	\$ 12,540	\$ 14,809	\$ -	\$ 14,809	\$ 14,000
Palm Tree Trimming	\$ -	\$ -	\$ -	\$ -	\$ -
Crepe Myrtle Trimming	\$ -	\$ -	\$ -	\$ -	\$ -
New Trees/Replacement Trees	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Flower Replacement (add'l to contract rotation)	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlight Repairs	\$ 2,250	\$ -	\$ -	\$ -	\$ 2,250
Signage Repairs	\$ 1,500	\$ -	\$ 700	\$ 700	\$ 1,000
Holiday Decoration	\$ 5,000	\$ 362	\$ 4,638	\$ 5,000	\$ 5,000
Miscellaneous Field Supplies	\$ 1,000	\$ 1,130	\$ 2,120	\$ 3,250	\$ 3,500
Guardhouse Maintenance	\$ 2,500	\$ -	\$ 500	\$ 500	\$ 2,500
Playground Repairs & Maintenance	\$ 2,500	\$ -	\$ 500	\$ 500	\$ 2,500
<b>Subtotal Field Operations</b>	<b>\$ 619,178</b>	<b>\$ 413,545</b>	<b>\$ 160,850</b>	<b>\$ 574,395</b>	<b>\$ 593,584</b>

**Sweetwater Creek  
Community Development District**

**General Fund**

Description	Adopted Budget FY 2023	Actuals Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Approved Budget FY 2024
<b>Amenities</b>					
<u>Administrative</u>					
Property & Casualty Insurance	\$ 26,520	\$ 24,779	\$ -	\$ 24,779	\$ 37,581
Payroll - Salaried	\$ 82,160	\$ 61,620	\$ 20,540	\$ 82,160	\$ 86,268
Payroll - Hourly	\$ 100,336	\$ 65,268	\$ 21,756	\$ 87,024	\$ 91,375
Payroll - Benefits	\$ 15,975	\$ 11,981	\$ 3,994	\$ 15,975	\$ 16,775
Payroll Taxes	\$ 14,028	\$ 10,522	\$ 3,507	\$ 14,029	\$ 14,730
Professional Services - Engineering	\$ 68,056	\$ 51,041	\$ 17,014	\$ 68,055	\$ 71,457
Professional Services - Information Technology	\$ 1,800	\$ 1,588	\$ 450	\$ 2,038	\$ 1,890
Travel & Per Diem	\$ 150	\$ -	\$ -	\$ -	\$ 200
Training	\$ 200	\$ -	\$ -	\$ -	\$ 400
Licenses & Permits	\$ 400	\$ 375	\$ -	\$ 375	\$ 400
Subscriptions & Memberships	\$ 500	\$ 243	\$ 81	\$ 323	\$ 500
Office Supplies	\$ 3,000	\$ 1,947	\$ 1,053	\$ 3,000	\$ 3,000
Office Equipment	\$ 2,000	\$ 1,183	\$ 817	\$ 2,000	\$ 2,500
Communication - Telephone/Internet/TV	\$ 12,000	\$ 7,463	\$ 4,165	\$ 11,627	\$ 12,000
Internet/Telephone - Guard House	\$ 5,400	\$ 3,979	\$ 1,385	\$ 5,363	\$ 5,821
<u>Field</u>					
Field Management Fees	\$ 84,000	\$ 63,000	\$ 21,000	\$ 84,000	\$ 89,040
General Utilities	\$ 83,000	\$ 47,774	\$ 16,949	\$ 64,723	\$ 75,000
Refuse Removal	\$ 3,885	\$ 3,674	\$ 1,269	\$ 4,943	\$ 5,200
Security	\$ 82,200	\$ 56,108	\$ 18,309	\$ 74,417	\$ 60,000
Janitorial Services	\$ 16,000	\$ 9,984	\$ 3,328	\$ 13,312	\$ 13,978
Operating Supplies - Spa & Paper	\$ 4,500	\$ 1,969	\$ 1,500	\$ 3,469	\$ 4,000
Operating Supplies - Uniforms	\$ 500	\$ 419	\$ -	\$ 419	\$ 500
Cleaning Supplies	\$ 15,000	\$ 6,631	\$ 4,369	\$ 11,000	\$ 12,500
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 17,839	\$ 5,718	\$ 23,557	\$ 29,500
Gate Repairs & Maintenance	\$ 2,500	\$ 1,563	\$ 937	\$ 2,500	\$ 2,500
Dog Park Repairs & Maintenance	\$ 11,650	\$ 165	\$ 11,485	\$ 11,650	\$ 6,000
Park Mulch	\$ 1,500	\$ 5,201	\$ -	\$ 5,201	\$ 5,000
Miscellaneous Field Supplies	\$ 6,100	\$ 1,665	\$ 2,335	\$ 4,000	\$ 4,100
Buildings Repairs & Maintenance	\$ 15,000	\$ 4,169	\$ 5,000	\$ 9,169	\$ 15,000
Pest Control	\$ 2,500	\$ 609	\$ 1,015	\$ 1,624	\$ 1,800
Pool Maintenance - Contract	\$ 20,321	\$ 16,095	\$ 5,761	\$ 21,856	\$ 25,349
Pool Repairs & Maintenance	\$ 10,000	\$ 4,014	\$ 250	\$ 4,264	\$ 3,000
Pool Chemicals	\$ 2,500	\$ 2,817	\$ 1,920	\$ 4,737	\$ 3,800
Signage & Amenity Repairs	\$ 300	\$ -	\$ 150	\$ 150	\$ 300
Special Events	\$ 2,000	\$ 1,603	\$ 397	\$ 2,000	\$ 2,000
<u>Fitness</u>					
Professional Services - Outside Fitness	\$ 58,872	\$ 39,654	\$ 13,218	\$ 52,872	\$ 55,515
Fitness Equipment Repairs & Maintenance	\$ 7,000	\$ 4,959	\$ 2,041	\$ 7,000	\$ 7,000
Fitness Equipment Rental	\$ 35,000	\$ 16,702	\$ 9,295	\$ 25,997	\$ 35,000
Miniature Golf Course Maintenance	\$ 750	\$ -	\$ -	\$ -	\$ 500
Miscellaneous Fitness Supplies	\$ 6,300	\$ 3,435	\$ 400	\$ 3,835	\$ 6,300
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 1,570	\$ 3,730	\$ 5,300	\$ 6,400
<b>Subtotal Amenities</b>	<b>\$ 834,302</b>	<b>\$ 553,608</b>	<b>\$ 205,137</b>	<b>\$ 758,745</b>	<b>\$ 814,179</b>
<b>Reserves</b>					
Capital Reserve Transfer	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 191,000
<b>Subtotal Reserves</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>\$ 191,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,777,569</b>	<b>\$ 1,247,248</b>	<b>\$ 416,513</b>	<b>\$ 1,663,761</b>	<b>\$ 1,782,702</b>
<b>EXCESS REVENUES/(EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ 444,133</b>	<b>\$ (399,526)</b>	<b>\$ 44,608</b>	<b>\$ -</b>

*Sweetwater Creek*  
*Community Development District*

GENERAL FUND BUDGET  
FISCAL YEAR 2024

**REVENUES:**

Assessments

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year.

Fitness Center Revenue

The onsite fitness center provides various services that are fee based. Trainer will provide \$5 fee for each session to the district.

Interest

The District will have excess funds invested in custody accounts with US Bank and State Board of Administration. The amount is based upon the estimated average balance of funds available during the fiscal year.

Carry Forward Surplus

Funding remaining from the previous year that will be applied to expenses in the current year.

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**EXPENDITURES:**

**Administrative:**

Supervisors Fees

Chapter 190, Florida Statutes, allows each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount for the fiscal year is based upon five supervisors attending 12 monthly meetings.

Engineering Fees

The District's Engineer, England-Thims & Miller, will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

District Counsel

The District's Legal Counsel, Kilinski Van Wyk PLLC, provides general legal services to the District. Among these services are attendance at and preparation for monthly Board meetings, review of operating and maintenance contracts, review of agreements and resolutions, etc.

Audit Fees

The District is required by Florida Statutes to have an independent certified public accounting firm to conduct an annual audit of its financial records.

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2019 Special Assessment Revenue Bonds. The District has contracted with GNP Services, Inc. to calculate the arbitrage rebate liability and submit a report to the District.



# *Sweetwater Creek*

## *Community Development District*

GENERAL FUND BUDGET  
FISCAL YEAR 2024

### Assessment Roll

The District has contracted with Governmental Management Services to maintain the assessment roll and annually certify for collection a Non-Ad Valorem assessment for operating and debt service expenses, calculate, collect, record and transmit prepaid assessments, maintain the District's lien book along with various other responsibilities.

### Dissemination

The District is required to prepare an annual disclosure report in accordance with the Continuing Disclosure Agreement and Rule 15(c)(2)-12(b)(5) promulgated by Securities and Exchange Commission. The annual report is filed on the Municipal Securities Rulemaking Board (EMMA) website.

### Trustee Fees

The District pays monthly fees plus reimbursable expenses to US Bank as Trustee for the District Series 2019A Special Assessment Revenue Bonds.

### District Management Fees

The District has contracted with Governmental Management Services, LLC to provide management, accounting and recording secretary services. These services include, but not limited to, advertising, recording, and transcribing of Board meetings, administrative services, budget preparation, financial reporting, and assisting with annual audits.

### Telephone

Represents expense for telephone and conference calls that are reimbursable by the district.

### Postage

Represents the expense of mailing of correspondence, payables and overnight deliveries, that are considered reimbursable by the district.

### Public Officials Insurance

The District's public officials' liability insurance coverage is provided by Florida Insurance Alliance who specializes in providing insurance coverage to governmental agencies.

### Copies

Represents the expense of printing of agenda packages and copying correspondence, that are considered reimbursable by the district.

### Miscellaneous

This represents any administrative expense that cannot be otherwise categorized.

### Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices and public hearings, bidding etc. for the District based on statutory guidelines.

# *Sweetwater Creek*

## *Community Development District*

GENERAL FUND BUDGET  
FISCAL YEAR 2024

### Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

### Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. contracted with Governmental Management Services, LLC.

### Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

### Cost Share Expense – Marshall Creek

The District has an interlocal agreement with Marshall Creek Community Development District for shared facilities with certain costs, net of off-setting revenues. The net is then allocated based upon the proportionate number of platted units in each District.

### Field Operations:

#### Utilities:

#### Electric Services

The District has the following electric accounts with Florida Power & Light Company for general purposes. Additional streetlights may be added as phases are initiated.

Description	Monthly	Annually
661 Ensenada Drive # IRR	\$111	\$1,332
Street Lights # PALENCIA	\$4,455	\$53,463
166 Torcido Blvd # IRR	\$42	\$504
166 Pantano Vista Way # FOUNTAIN	\$313	\$3,756
1504 Las Calinas Blvd # IRR	\$154	\$1,848
43 Privado Court # LITE	\$32	\$384
537 Ensenada Drive # IRR	\$38	\$456
2036 Las Calinas Blvd # IRR	\$65	\$780
97 Onda Ln #IRR	\$74	\$888
1329 Las Calinas Blvd # IRR	\$88	\$1,056
1802 N Loop Parkway # LGT	\$12	\$144
499 Ensenada Drive # IRR	\$12	\$144
633 Glorieta Dr # IRR	\$18	\$216
2064 Las Calinas Blvd # IRR	\$22	\$264
336 Rio Del Norte Road # IRR	\$40	\$480
Contingency	\$774	\$9,285
<b>Total</b>	<b>\$6,250</b>	<b>\$75,000</b>

### Other Physical Environment:

#### General Insurance

Represents the cost of annual coverage of general liability insurance. Coverage is provided by Egis Insurance who specializes in providing insurance coverage to governmental agencies.

# *Sweetwater Creek Community Development District*

GENERAL FUND BUDGET  
FISCAL YEAR 2024

## Landscape Maintenance

The District has a contract with Duval Landscape Maintenance to maintain the landscaping located within the District. These services include monthly landscape maintenance such as mowing, weeding, edging, blowing debris and shrubs and groundcover pruning, as well as: fertilization, insect control, weed control, and irrigation inspections.

## Landscape Improvements

Represents the cost of improving or replacing any landscaping located within the common areas of the District.

## Mulch

The District will incur expenses related to providing ground covering.

## Lake Maintenance

The District has contracted with Future Horizons Inc for the 24 ponds that require monthly maintenance and includes miscellaneous expenses.

Description	Monthly	Annually
Future Horizons	\$1,538	\$18,456
Contingency	\$295	\$3,544
	<b>\$1,833</b>	<b>\$22,000</b>

## Fountain Maintenance

The District will incur expenses related to fountain maintenance.

## Irrigation Repairs & Maintenance

The District will incur expenditures related to the maintenance of the irrigation systems.

## Storm Clean-Up

Represents the estimated costs of Storm Clean-Up throughout the fiscal year.

## Field Repairs & Maintenance

Represents estimated costs for the general repairs and maintenance of various facilities throughout the District.

## Tree Removals

This item represents the estimated costs of removing any trees throughout the fiscal year.

## Palm Tree Trimming

This item represents the estimated costs of trimming Palm trees within the district.

## Crepe Myrtle Trimming

This item represents the estimated costs of trimming Crepe Myrtle trees within the district.

*Sweetwater Creek*  
*Community Development District*

GENERAL FUND BUDGET  
FISCAL YEAR 2024

New Trees/Replacement Trees

This item represents the estimated costs of installing and replacing damaged trees throughout the fiscal year.

Annual Flower Replacement

This item represents the estimated costs of annual flower replacement in addition to contract rotation.

Streetlight Repairs

The District will incur costs related to the repair and maintenance of streetlights not maintained by FPL within the District.

Signage Repair

The District will incur costs related to the repair and maintenance of the signage within the District.

Holiday Decoration

Represents an estimated cost for seasonal holiday decorations.

Miscellaneous Field Supplies

The District may incur costs for field maintenance supplies purchased on debit card for operations.

Guardhouse Maintenance

Represents the cost of maintenance for the guardhouse.

Playground Repairs & Maintenance

This District will incur costs related to the maintenance of its playground. This line item includes the cost of resealing the playground.

**Amenities:**

**Administrative:**

Property & Casualty Insurance

The District's property and casualty insurance coverage is provided by EGIS Insurance who specializes in providing insurance coverage to governmental agencies.

Payroll - Salaried

This item encompasses compensation for the Amenity Center Director, Front Desk Manager, and full-time staff. Compensation for the Amenity Center Director is shared evenly with Sweetwater Creek CDD and Marshall Creek CDD.

Payroll – Hourly

This allocation encompasses compensation for Front Desk, Child Watch, and Part time Maintenance Personnel.

Payroll – Benefits

This category provides funds for employee benefits to include workers' comp, medical, and dental, short-term, and long-term disability. ADP payroll processing is also included.

*Sweetwater Creek*  
*Community Development District*

GENERAL FUND BUDGET  
FISCAL YEAR 2024

Payroll Taxes

Represents payroll taxes incurred for salaries paid throughout the fiscal year.

Professional Services - Engineering

The District's building engineering department has a staff of three (3) who are allocated throughout this budget. The engineering department's maintenance allocation for the District's swimming pools and fitness center buildings repairs is 20% (the remaining 80% is included in the MCCDD budget).

Professional Services - Information Technology

The District incurs the expense for IT support for the computer systems. This also includes any license renewal/software updates to the District's computer systems (i.e. McAfee Antivirus, MS Office) and repairs.

Travel & Per Diem

Travel expenses for onsite swim and fitness staff to pick-up various operational and repair supplies from local, greater-Jacksonville vendors, such as pool supplies and training classes.

Training

This line item is for material costs associated with annual CPR/First Aid/AED Training. Also included in this item are any other professional development courses.

Licenses & Permits

This line item is the cost for the licensing and permits necessary for operation of the Swim and Fitness Center (i.e. Pool Operating Permits).

Subscriptions & Memberships

The District purchases supplies from vendors, such as Costco, who require a club membership in order to shop their establishment and Pandora Music Subscription.

Office Supplies

The cost allocation for amenity office supplies.

Office Equipment

This cost allocation represents the purchase of office equipment such as filing cabinets, printers, etc.

Communication – Telephone/Internet/TV

The District has an agreement with Comcast for this service. Additional monies budgeted for Marshall Creek Fitness Center Business Voice Edge and Village Key for quarterly monitoring with phone line.

Description	Monthly	Annually
Village Key (Quarterly)	\$20	\$240
Comcast - 8495 74 310 1274272	\$659	\$7,908
Marshall Creek Comcast	\$111	\$1,330
Contingency	\$210	\$2,522
<b>Total</b>	<b>\$1,000</b>	<b>\$12,000</b>

# *Sweetwater Creek Community Development District*

## GENERAL FUND BUDGET FISCAL YEAR 2024

### Internet/Telephone - Guard House

This line item is for the Comcast service agreement for internet and telephone for the guard house location. The charge is \$333.83 per month. Additional monies were budgeted for the Las Calinas Guardhouse at \$113.39 per month.

Description	Monthly	Annually
Comcast - 8495 74 140 1391168	\$341	\$4,097
Marshall Creek Las Calinas Guardhouse	\$114	\$1,368
Contingency	\$30	\$356
<b>Total</b>	<b>\$485</b>	<b>\$5,821</b>

### Field

#### Field Management

The District has contracted with Riverside Management Services to provide onsite field management of contracts for the District Services such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors and monitoring of utility accounts.

#### General Utilities

The District has the following accounts with Florida Power & Light; TECO; Florida Natural Gas and St. John's County Utility Department for amenity purposes.

Description	Monthly	Annually
FP&L – 1187 Las Calinas Blvd #LITE	\$184	\$2,208
FP&L – 1865 N Loop Parkway	\$4,500	\$54,000
FP&L – 491 Ensenada Drive #PARK	\$38	\$456
TECO – 1865 N Loop Parkway	\$80	\$960
Florida Natural Gas – 1865 N Loop Parkway	\$50	\$600
St John's Utility Dept – 1187 Las Calinas Blvd	\$34	\$408
St John's Utility Dept – 1865 N Loop Parkway	\$879	\$10,548
St John's Utility Dept – 491 Ensenada Park	\$16	\$192
Contingency	\$469	\$5,628
<b>Total</b>	<b>\$6,250</b>	<b>\$75,000</b>

#### Refuse Removal

The District has contracted with Republic Services for trash removal.

#### Security

The District has contracted with Hidden Eyes DBA Envera Services for security gate monitoring

Description	Monthly	Annually
Hidden Eyes DBA Envera	\$5,000	\$60,000

#### Janitorial Services

The District has contracted with Marshall Creek CDD staffing services to provide commercial cleaning services for the amenities.



*Sweetwater Creek*  
*Community Development District*

GENERAL FUND BUDGET  
FISCAL YEAR 2024

Operating Supplies - Spa & Paper

Represents expenses for restroom paper products, trash bags and other similar items.

Operating Supplies - Uniforms

Costs that will be incurred for uniforms for employees

Cleaning Supplies

Represents expenses for cleaning supplies.

Amenity Landscape Maintenance & Improvements

Represents costs for maintaining amenity center landscaping and any improvements to the landscape.

Gate Repairs & Maintenance

Represents estimated costs of repairing and/or maintaining the District's gates.

Dog Park Repairs & Maintenance

Represents the cost for maintaining and repairing the District Dog Park.

Park Mulch

Cost for mulch used in the park.

Miscellaneous Field Supplies

This represents any Field Supplies expense that is purchased with Debit card cannot be otherwise categorized.

Buildings Repairs & Maintenance

The District may incur costs for various repairs and maintenance to the Amenity Center.

Pest Control

The District has contracted with Turner Pest Control to provide services to its buildings.

Pool Maintenance – Contract

Represents monthly water management costs for pool chemical services contracted with Poolsure.

Description	Monthly	Annually
Poolsure	\$1,920	\$23,044
Contingency	\$192	\$2,305
<b>Total</b>	<b>\$2,112</b>	<b>\$25,349</b>

Pools Repairs & Maintenance

Represents any costs for pool maintenance services and repairs.

*Sweetwater Creek  
Community Development District*

GENERAL FUND BUDGET  
FISCAL YEAR 2024

Pool Chemicals

Represents extra cost for pool chemicals purchased for amenity pool by amenity manager.

Signage & Amenity Repairs

Cost for sign purchases and replacements.

Special Events

Social and Promotional events for Swim & Fitness held on property, such as the Easter and the Halloween events.

**Fitness:**

Professional Service - Outside Fitness

This category encompasses the Adult Fitness classes that are taught by fitness staff throughout the year.

Fitness Equipment Repairs & Maintenance

This category provides funds for any fitness equipment repair related expenses.

Fitness Equipment Rental

The District has a lease agreement with Geneva Capital for rental of fitness equipment for the Fitness facility. Currently renting spin bikes from Frank A Flori.

Description	Monthly	Annually
Geneva Capital	\$2,414	\$28,968
Frank A Flori DBA Chariman's Enterprise	\$513	\$6,032
<b>Total</b>	<b>\$2,927</b>	<b>\$35,000</b>

Miniature Golf Course Maintenance

The District will incur costs related to the maintenance of the miniature golf course within the District.

Miscellaneous Fitness Supplies

Represents estimated costs for non-capitalizable fitness supplies, such as therapy bands, etc.

Capital Outlay - Machinery & Equipment

Represents any expenses for any fitness machinery or equipment that may be purchased.

Capital Reserve Transfer

Funds collected and reserved for major repairs and/or maintenance to the pool and amenity building.

**Sweetwater Creek  
Community Development District**

**Capital Reserve Fund**

Description	Adopted Budget FY 2023	Actuals Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Approved Budget FY 2024
<b>Revenues</b>					
Transfer In	\$ 150,000	\$ 150,000	\$ -	\$ 150,000	\$ 191,000
Interest	\$ -	\$ 2,832	\$ 900	\$ 3,732	\$ 1,866
Insurance Proceeds	\$ -	\$ 6,435	\$ -	\$ 6,435	\$ -
Carry Forward Surplus	\$ 183,587	\$ 156,813	\$ -	\$ 156,813	\$ 263,780
<b>Total Revenues</b>	<b>\$ 333,587</b>	<b>\$ 316,080</b>	<b>\$ 900</b>	<b>\$ 316,980</b>	<b>\$ 456,646</b>
<b>Expenditures</b>					
Capital Outlay	\$ 50,000	\$ 35,575	\$ -	\$ 35,575	\$ -
Repair & Maintenance	\$ 50,000	\$ 8,560	\$ 8,560	\$ 17,120	\$ 79,024
Other Current Charges	\$ 1,000	\$ 388	\$ 117	\$ 505	\$ 525
<b>Total Expenses</b>	<b>\$ 101,000</b>	<b>\$ 44,523</b>	<b>\$ 8,677</b>	<b>\$ 53,200</b>	<b>\$ 79,549</b>
<b>Other Financing Sources/(Uses)</b>					
Transfer in/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 232,587</b>	<b>\$ 271,557</b>	<b>\$ (7,777)</b>	<b>\$ 263,780</b>	<b>\$ 377,097</b>

**Capital Reserve Study**

<b>Reserve Study Recommended Contributions for FY 2024</b>			
	\$191,100	\$64,400	\$255,500
	<b>General</b>	<b>Amenities</b>	<b>Combined</b>
<b>Description</b>	<b>FY 2023-Study (Pg. 17)</b>	<b>FY 2023-Study (Pg. 20)</b>	<b>Total - Study</b>
Reserves Beginning of Year	\$377,970	\$92,795	\$470,765
Contributions	\$186,100	\$61,700	\$247,800
Interest Income	\$7,302	\$ 1,927	\$9,229
Expenditures	(\$83,013)	\$ (20,565)	(\$103,578)
Anticipated Balance	\$488,359	\$135,857	\$624,216

**Capital Reserve Fund - Actuals**

<b>Description</b>	<b>Actual</b>
Reserves Beginning of Year	\$ 156,813
Contributions	\$ 150,000
Interest Income	\$ 2,832
Expenditures	\$ (44,523)
Anticipated Balance	\$265,122
<b>Variance Reserve Study Vs Actual</b>	<b>(\$359,094)</b>

**Sweetwater Creek  
Community Development District**

**Debt Service Fund - Series 2019**

<b>Description</b>	<b>Adopted Budget FY 2023</b>	<b>Actuals Thru 6/30/23</b>	<b>Projected Next 3 Months</b>	<b>Total Thru 9/30/23</b>	<b>Approved Budget FY 2024</b>
<b><u>Revenues</u></b>					
Special Assessments	\$ 741,613	\$ 743,314	\$ -	\$ 743,314	\$ 741,613
Interest	\$ -	\$ 11,997	\$ 3,612	\$ 15,609	\$ 6,300
Carry Forward Surplus <sup>(1)</sup>	\$ 149,391	\$ 177,301	\$ -	\$ 177,301	\$ 155,434
<b>Total Revenues</b>	<b>\$ 891,004</b>	<b>\$ 932,613</b>	<b>\$ 3,612</b>	<b>\$ 936,225</b>	<b>\$ 903,347</b>
<b><u>Expenditures</u></b>					
<b><u>Series 2019 - A1</u></b>					
Interest - 11/01	\$ 89,000	\$ 89,000	\$ -	\$ 89,000	\$ 85,328
Special Call - 11/1	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ -
Interest - 05/01	\$ 89,000	\$ 88,778	\$ -	\$ 88,778	\$ 85,328
Principal - 05/01	\$ 345,000	\$ 345,000	\$ -	\$ 345,000	\$ 355,000
Special Call - 05/01	\$ -	\$ -	\$ -	\$ -	\$ -
<b><u>Series 2019 - A2</u></b>					
Interest - 11/01	\$ 49,050	\$ 49,050	\$ -	\$ 49,050	\$ 46,475
Special Call - 11/1	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -
Interest - 05/01	\$ 49,050	\$ 48,963	\$ -	\$ 48,963	\$ 46,475
Principal - 05/01	\$ 120,000	\$ 120,000	\$ -	\$ 120,000	\$ 125,000
Special Call - 05/1	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -
<b>Total Expenses</b>	<b>\$ 741,100</b>	<b>\$ 780,791</b>	<b>\$ -</b>	<b>\$ 780,791</b>	<b>\$ 743,606</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ 149,904</b>	<b>\$ 151,822</b>	<b>\$ 3,612</b>	<b>\$ 155,434</b>	<b>\$ 159,741</b>

<sup>(1)</sup> Carry forward surplus is net of the reserve requirement

A-1 Interest - 11/1/24	\$ 81,778
A-2 Interest - 11/1/24	\$ 44,288
	<u>\$ 126,066</u>

# Sweetwater Creek Community Development District

## SERIES 2019A-1 AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/23	\$ 6,345,000.00	\$ -	\$ 85,328.13	\$ 85,328.13
5/1/24	\$ 6,345,000.00	\$ 355,000.00	\$ 85,328.13	.
11/1/24	\$ 5,990,000.00	\$ -	\$ 81,778.13	\$ 522,106.26
5/1/25	\$ 5,990,000.00	\$ 360,000.00	\$ 81,778.13	
11/1/25	\$ 5,630,000.00	\$ -	\$ 78,178.13	\$ 519,956.26
5/1/26	\$ 5,630,000.00	\$ 370,000.00	\$ 78,178.13	
11/1/26	\$ 5,260,000.00	\$ -	\$ 74,246.88	\$ 522,425.01
5/1/27	\$ 5,260,000.00	\$ 375,000.00	\$ 74,246.88	
11/1/27	\$ 4,885,000.00	\$ -	\$ 70,028.13	\$ 519,275.01
5/1/28	\$ 4,885,000.00	\$ 385,000.00	\$ 70,028.13	
11/1/28	\$ 4,500,000.00	\$ -	\$ 65,456.25	\$ 520,484.38
5/1/29	\$ 4,500,000.00	\$ 395,000.00	\$ 65,456.25	
11/1/29	\$ 4,105,000.00	\$ -	\$ 60,518.75	\$ 520,975.00
5/1/30	\$ 4,105,000.00	\$ 405,000.00	\$ 60,518.75	
11/1/30	\$ 3,700,000.00	\$ -	\$ 54,696.88	\$ 520,215.63
5/1/31	\$ 3,700,000.00	\$ 415,000.00	\$ 54,696.88	
11/1/31	\$ 3,680,000.00	\$ -	\$ 48,731.25	\$ 518,428.13
5/1/32	\$ 3,285,000.00	\$ 430,000.00	\$ 48,731.25	
11/1/32	\$ 2,855,000.00	\$ -	\$ 42,550.00	\$ 521,281.25
5/1/33	\$ 2,855,000.00	\$ 440,000.00	\$ 42,550.00	
11/1/33	\$ 2,415,000.00	\$ -	\$ 36,225.00	\$ 518,775.00
5/1/34	\$ 2,415,000.00	\$ 455,000.00	\$ 36,225.00	
11/1/34	\$ 1,960,000.00	\$ -	\$ 29,400.00	\$ 520,625.00
5/1/35	\$ 1,960,000.00	\$ 470,000.00	\$ 29,400.00	
11/1/35	\$ 1,490,000.00	\$ -	\$ 22,350.00	\$ 521,750.00
5/1/36	\$ 1,490,000.00	\$ 485,000.00	\$ 22,350.00	
11/1/36	\$ 1,005,000.00	\$ -	\$ 15,075.00	\$ 522,425.00
5/1/37	\$ 1,005,000.00	\$ 495,000.00	\$ 15,075.00	
11/1/37	\$ 510,000.00	\$ -	\$ 7,650.00	\$ 517,725.00
5/1/38	\$ 510,000.00	\$ 510,000.00	\$ 7,650.00	
			\$	517,650.00
		\$ 6,345,000.00	\$ 1,544,425.00	\$ 7,889,425.05

# Sweetwater Creek Community Development District

## SERIES 2019A-2 AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/1/23	\$ 2,425,000.00	\$ -	\$ 46,475.00	\$ 46,475.00
5/1/24	\$ 2,425,000.00	\$ 125,000.00	\$ 46,475.00	\$ -
11/1/24	\$ 2,300,000.00	\$ -	\$ 44,287.50	\$ 215,762.50
5/1/25	\$ 2,300,000.00	\$ 130,000.00	\$ 44,287.50	\$ -
11/1/25	\$ 2,170,000.00	\$ -	\$ 42,012.50	\$ 216,300.00
5/1/26	\$ 2,170,000.00	\$ 135,000.00	\$ 42,012.50	\$ -
11/1/26	\$ 2,035,000.00	\$ -	\$ 39,650.00	\$ 216,662.50
5/1/27	\$ 2,035,000.00	\$ 135,000.00	\$ 39,650.00	\$ -
11/1/27	\$ 1,900,000.00	\$ -	\$ 37,287.50	\$ 211,937.50
5/1/28	\$ 1,900,000.00	\$ 140,000.00	\$ 37,287.50	\$ -
11/1/28	\$ 1,760,000.00	\$ -	\$ 34,837.50	\$ 212,125.00
5/1/29	\$ 1,760,000.00	\$ 145,000.00	\$ 34,837.50	\$ -
11/1/29	\$ 1,615,000.00	\$ -	\$ 32,300.00	\$ 212,137.50
5/1/30	\$ 1,615,000.00	\$ 150,000.00	\$ 32,300.00	\$ -
11/1/30	\$ 1,465,000.00	\$ -	\$ 29,300.00	\$ 211,600.00
5/1/31	\$ 1,465,000.00	\$ 160,000.00	\$ 29,300.00	\$ -
11/1/31	\$ 1,305,000.00	\$ -	\$ 26,100.00	\$ 215,400.00
5/1/32	\$ 1,305,000.00	\$ 165,000.00	\$ 26,100.00	\$ -
11/1/32	\$ 1,140,000.00	\$ -	\$ 22,800.00	\$ 213,900.00
5/1/33	\$ 1,140,000.00	\$ 170,000.00	\$ 22,800.00	\$ -
11/1/33	\$ 970,000.00	\$ -	\$ 19,400.00	\$ 212,200.00
5/1/34	\$ 970,000.00	\$ 180,000.00	\$ 19,400.00	\$ -
11/1/34	\$ 790,000.00	\$ -	\$ 15,800.00	\$ 215,200.00
5/1/35	\$ 790,000.00	\$ 185,000.00	\$ 15,800.00	\$ -
11/1/35	\$ 605,000.00	\$ -	\$ 12,100.00	\$ 212,900.00
5/1/36	\$ 605,000.00	\$ 195,000.00	\$ 12,100.00	\$ -
11/1/36	\$ 410,000.00	\$ -	\$ 8,200.00	\$ 215,300.00
5/1/37	\$ 410,000.00	\$ 200,000.00	\$ 8,200.00	\$ -
11/1/37	\$ 210,000.00	\$ -	\$ 4,200.00	\$ 212,400.00
5/1/38	\$ 210,000.00	\$ 210,000.00	\$ 4,200.00	\$ -
			\$	\$ 214,200.00
		\$ 2,425,000.00	\$ 829,500.00	\$ 3,254,500.00



**Sweetwater Creek  
Community Development District  
Assessment Schedule - O&M**

**FY2023**

Net O&M Assessments	\$1,645,006.09
Collection fees (6%)	\$105,000.39
Gross Assessments	\$1,750,006.48

Product	Assessable Units	ERU/Unit	ERU's	% ERUs	Total Net Assessments	Net O&M	Gross O&M
Up to 63' Lot	469	1.00	469	58.17%	\$ 956,908.97	\$ 2,040.32	\$ 2,170.55
64-73' Lot	166	1.16	192.56	23.88%	\$ 392,883.56	\$ 2,366.77	\$ 2,517.84
80-88' Lot	42	1.40	58.8	7.29%	\$ 119,970.68	\$ 2,856.44	\$ 3,038.77
90' Lot	4	1.43	5.72	0.71%	\$ 11,670.62	\$ 2,917.65	\$ 3,103.89
Marsh (less than 15K sq ft)	6	1.40	8.4	1.04%	\$ 17,138.67	\$ 2,856.44	\$ 3,038.77
Marsh (15K-30K sq ft)	35	1.43	50.05	6.21%	\$ 102,117.90	\$ 2,917.65	\$ 3,103.89
Marsh (30K and greater)	6	1.50	9	1.12%	\$ 18,362.86	\$ 3,060.48	\$ 3,255.83
McCann Lots	8	1.59	12.72	1.58%	\$ 25,952.84	\$ 3,244.11	\$ 3,451.18
Total ERU's	736		806.25		\$ 1,645,006.09		

**FY2024**

Net O&M Assessments	\$1,724,315.23
Collection fees (6%)	\$110,062.67
Gross Assessments	\$1,834,377.91

Product	Assessable Units	ERU/Unit	ERU's	% ERUs	Total Net Assessments	Net O&M	Gross O&M	Increase
Up to 63' Lot	469	1.00	469.00	58.17%	\$ 1,003,043.53	\$ 2,138.69	\$ 2,275.20	\$ 104.65
64-73' Lot	166	1.16	192.56	23.88%	\$ 411,825.29	\$ 2,480.88	\$ 2,639.23	\$ 121.39
80-88' Lot	42	1.40	58.80	7.29%	\$ 125,754.71	\$ 2,994.16	\$ 3,185.28	\$ 146.51
90' Lot	4	1.43	5.72	0.71%	\$ 12,233.28	\$ 3,058.32	\$ 3,253.53	\$ 149.64
Marsh (less than 15K sq ft)	6	1.40	8.40	1.04%	\$ 17,964.96	\$ 2,994.16	\$ 3,185.28	\$ 146.51
Marsh (15K-30K sq ft)	35	1.43	50.05	6.21%	\$ 107,041.21	\$ 3,058.32	\$ 3,253.53	\$ 149.64
Marsh (30K and greater)	6	1.50	9.00	1.12%	\$ 19,248.17	\$ 3,208.03	\$ 3,412.80	\$ 156.97
McCann Lots	8	1.59	12.72	1.58%	\$ 27,204.08	\$ 3,400.51	\$ 3,617.56	\$ 166.39
Total ERU's	736		806.25		\$ 1,724,315.23			

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## **RESOLUTION 2023-10**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Sweetwater Creek Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Sweetwater Creek Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2019)	\$ _____
CAPITAL RESERVE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the

original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of August 2023.

ATTEST:

**SWEETWATER CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

Its:\_\_\_\_\_



*B.*

*1.*

## RESOLUTION 2023-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sweetwater Creek Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in St. Johns County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Sweetwater Creek Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B”**, is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B”**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B”**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B”**, is hereby certified to the County Tax Collector and shall be collected by the

County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of August 2023.

ATTEST:

**SWEETWATER CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

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

Its: \_\_\_\_\_

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll