

*Sweetwater Creek
Community Development District*

Agenda

September 7, 2023

AGENDA

**Sweetwater Creek
Community Development District**

475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.SweetwaterCreekCDD.com

August 31, 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, September 7, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.**

Following is the revised agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of the Consent Agenda
 - A. Minutes of the August 3, 2023 Meeting
 - B. Financial Statements
 - C. Check Register
- IV. Staff Reports
 - A. Landscape Team – Maintenance Report
 - B. District Counsel
 - 1. Update on the Interlocal Agreement
 - 2. Update on Envera Contract
 - C. District Engineer
 - 1. Ratification of Requisitions 99-101
 - 2. Update on Standing Water on Rincon Drive
 - 3. Update on County Main Line Improvement
 - D. District Manager
 - E. Field Manager – Report

- F. Director of Amenities
- V. Business Items
 - A. Consideration of Staffing for Fitness Center (Supervisor Cervelli)
 - B. Consideration of Parking Lot Expansion Proposal from AL Dirtworks
 - C. Updates on Pickleball Courts (Supervisor Smith)
 - D. Updates on Park Improvements
 - Park Improvement Estimates (Supervisor Usina)
 - Playground Comments and Observations (Supervisor Smith)
 - Onda Park Drainage Swale (Supervisor Smith)
 - Proposal for Dog Park Fencing (Operations Manager Stratton)
 - E. Discussion of Safety Items – Las Calinas Boulevard
 - Traffic Safety Mirrors (Supervisor Smith)
 - Pedestrian Crosswalks (Supervisor Usina)
 - F. Ratification of Addendum to Landscape Maintenance Agreement with Duval for Emergency Storm Clean Up Services
 - G. Consideration of Workshop – October 5th at 4:00 p.m.
- VI. Other Business
- VII. Supervisor Requests / Public Comment
- VIII. Next Scheduled Meeting – Thursday, October 26, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- IX. Discussion of Envera Contract*
- X. Adjournment

* Note: In accordance with Sections 119.071(3)(a) and 281.301, *Florida Statutes*, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.

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, August 3, 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
Scott Lockwood <i>by Zoom</i>	District Engineer, ETM
Erin Gunia	Director of Amenities
Paul Stratton	Field Operations Manager, RMS
Grace Kobitter <i>by Zoom</i>	Kilinski | Van Wyk
Howard McGaffney	GMS, LLC
Mary Marchiano	Duval Landscape
Josh Boucher	Duval Landscape

The following is a summary of the discussions and actions taken at the August 3, 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

John Vetter commented that the trees that line the nearby lake off Rincon need to be trimmed.

Bruce Brandenburg stated that he was attending the meeting on behalf of the HOA and asked for the Board to approve Mr. Stratton and Ms. Marchiano reviewing the landscaping issues on Rio Del Norte.

THIRD ORDER OF BUSINESS**Approval of the Consent Agenda****A. Minutes of the July 6, 2023 Meeting**

Mr. Cervelli asked who is responsible for the sidewalks along Rio Del Norte.

Ms. Kilinski responded that the plats have been reviewed for Palencia North regarding the right of way ownership and that extends all the way to the sidewalks. There is not any information in the HOA documents that require the homeowners to maintain the sidewalks, so her review of the plat and HOA covenants for Sweetwater Creek indicate the maintenance of the sidewalks are a requirement of the CDD.

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 \$110,801.58 was included in the agenda package.

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

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

EIGHTH ORDER OF BUSINESS**Public Hearings****A. Public Hearing for the Purpose of Adopting the Fiscal Year 2024 Budget**

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, the public hearing was opened 5-0.

Mr. Oliver provided an overview of the Fiscal Year 2024 budget noting a mailed notice was sent to all the property owners in the CDD announcing the public hearing and assessment increase of approximately 4.8%. The total expenditures are going up about \$5,000. The reason for the larger difference between the total expenditures and the revenues generated is the District is

not using as much carry forward surplus to balance the budget for FY24. The capital reserves contribution is one of the biggest increases in the budget and is increasing from \$150,000 for FY23 to \$191,000 for FY24. Mr. Oliver explained that the capital reserve study suggests more should be put aside for capital reserves and that capital reserve fund budget is underfunded by \$359,000.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, the public hearing was closed 5-0.

1. Consideration of Resolution 2023-10, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2024

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, Resolution 2023-10 relating to annual appropriations and adopting the budget for Fiscal Year 2024 was approved 5-0.

2. Consideration of Resolution 2023-11, Imposing Special Assessments and Certifying an Assessment Roll

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with all in favor, the public hearing was opened 5-0.

A resident asked if there are people that govern CDDs at the state level.

Ms. Kilinski responded that a CDD is its own unit of local government.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, the public hearing was opened 5-0.

Ms. Kilinski explained that Resolution 2023-11 will levy the assessments that will secure the funding for the budget just approved.

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with all in favor, Resolution 2023-11 imposing special assessments and certifying an assessment roll for Fiscal Year 2024 was approved 5-0.

FOURTH ORDER OF BUSINESS

Staff Reports

C. District Engineer

2. Update on Onda Park Drainage Survey

Mr. Lockwood stated that a quote has been submitted by Duval in the amount of \$38,000 to install a swale and pipe that connects it to the ditch behind the home adjacent to Onda Park.

The Board made the motion below to approve a not to exceed amount to allow for flexibility to obtain other bids.

On MOTION by Mr. Lisotta, seconded by Mr. Cervelli, with all in favor, installation of a swale off Onda Park at an amount not to exceed \$40,000 was approved 5-0 with Mr. Smith authorized to work with staff on obtaining additional bids and Mr. Cervelli authorized to make the final determination.

1. Ratification of Requisitions 96-98

Copies of requisitions 96 through 98 were included in the agenda package for the Board's review.

On MOTION by Mr. Lisotta, seconded by Mr. Cervelli, with all in favor, requisitions 96 through 98 were ratified 5-0.

Mr. Lockwood informed the Board of drainage issues occurring on Rincon Drive.

Mr. Lisotta stated that he thinks the drains should be inspected, however he recalls a previous quote that was presented totaling somewhere around \$60,000 to \$70,000.

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. Proposal for Pine Straw at Fitness Center

Ms. Marchiano presented a proposal for pine straw around the pool totaling \$1,785.66.

This item was tabled until the pickleball construction is complete.

3. Proposal for Landscape Improvements at the Corner of Las Calinas and Glorietta

Ms. Marchiano presented a proposal totaling \$5,022.09 for landscape improvements at the corner of Las Calinas and Glorietta and informed the Board Duval will cover labor costs associated with the sod repair. Mr. Cervelli noted the District's portion would be around \$2,500.

On MOTION by Mr. Cervelli, seconded by Mr. Smith, with all in favor, the proposal from Duval Landscape for landscape improvements at Glorietta and Las Calinas was approved 5-0.

4. Proposal to Temporarily Move Main Line During Construction

Ms. Marchiano informed the Board a proposal totaling \$2,700 to temporarily move the main line during the pickleball court construction to ensure the amenity center will continue to have access to water was approved between meetings.

Mr. Usina noted that the irrigation report provided by Duval states that the soccer field irrigation controller has been turned off until the supervisors direct them to turn the pump on, or an alternate water source is identified. He asked that an update be included in next month's irrigation report.

On MOTION by Mr. Smith, seconded by Mr. Handler, with all in favor, the proposal to temporarily move the main line was ratified 5-0.

A. Field Manager – Report

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

The Board made the motion below to add trimming of the trees on Rincon Drive to the tree trimming project to be executed by Taylor Tree Service.

On MOTION by Mr. Cervelli, seconded by Mr. Smith, with all in favor, amending the proposal from Taylor Tree Services to include trimming trees on Rincon Drive at a total amount not to exceed \$16,000 was approved 5-0.

Mr. Stratton asked for feedback on a paint color for the bollards on Glorietta.

Mr. Usina stated that he thinks one more bollard needs to be added.

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with all in favor, painting the bollards forest green was approved 5-0.

E. District Manager – Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2024

Mr. McGaffney presented a proposed meeting schedule including meetings on the first Thursday of each month, with exception to the months of October, November and July.

On MOTION by Mr. Handler, seconded by Mr. Cervelli, with all in favor, the meeting schedule for Fiscal Year 2024 was approved as presented 5-0.

B. District Counsel

Ms. Kilinski reported that the small claims mediation occurred with the previous company contracted to resurface the courts and the suit is now proceeding to a pre-trial conference, which will set the hearing.

Mr. Cervelli expressed concern that the District is not going to recover all of the money being put in to the suit.

Ms. Kilinski reported that her firm has been working with Marshall Creek on the Envera contract and it is close to being in executable form. Sweetwater Creek's portion is looking to be around \$2,821 per month.

Ms. Kilinski also informed the Board that St. Johns County is anticipated to consider the ordinance on designating safety zones on August 15th.

Mr. Cervelli asked for an update on the derelict boat.

Ms. Kilinski responded that it should be moved any day.

Mr. Handler asked for an update on the HOA legal issue.

Ms. Kilinski responded that she has not received any updates.

Mr. Lisotta asked to go back to the operations report and stated that Mr. Stratton has obtained a quote for installation of a decorative light pole at North Loop and Ensanada. He noted a previous board approved funding to pull electric underneath the road from Marshall Creek and that has been done. He asked for approval of the installation, which Mr. Stratton added will cost \$1,300.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, purchasing a light pole for \$1,300 was approved 5-0.

Mr. Lisotta also noted the Torcido Lane drainage repair was \$19,000 and another \$6,000 for a study. The study was declined because there was potential for another \$20,000 to \$25,000 of repair work for smaller areas.

F. Director of Amenities

Ms. Gunia updated the Board on repairs and classes held at the fitness center and informed the Board that she will have security system proposals for the Board to consider at the next meeting.

The Board took a brief five-minute recess at approximately 5:14 p.m. The meeting reconvened and the following items were taken.

FIFTH ORDER OF BUSINESS

Updates on Capital Improvement Projects

A. Pickleball Courts (Supervisor Smith)

1. Ratification of Proposal from American Electrical Contracting for Installation of Light Poles

Mr. Smith presented a proposal totaling \$24,485 to wire and install six light poles on the pickleball courts.

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with all in favor, the proposal from American Electrical Contracting for installation of light poles was ratified 5-0.

2. Consideration of Change Order for Installation of Fans in Cabanas

Mr. Smith presented a change order for electrical services to add fans in each cabana for a total of \$2,150.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, the change order for installation of fans in the cabanas on the pickleball courts was approved 5-0.

B. Gravel Parking Lot Expansion (Supervisor Smith)

1. Parking Lot

2. Parking Lot vs Dog Park Transition

The Board discussed proceeding with extending the parking lot now, versus waiting until after the pickleball court construction is complete. Four proposals were presented ranging from \$10,325 to \$18,570.

Mr. McGaffney noted the two proposals from AL Dirtworks provide options for asphalt millings or gravel and both options would require continuous maintenance.

Mr. Usina asked that a quote be obtained to convert the dog park into a parking lot for golf carts.

Mr. Cervelli suggested tabling consideration of the proposals for 30 days as parking won't be an issue until the pickleball courts are complete.

On MOTION by Mr. Usina, seconded by Mr. Cervelli, with Mr. Usina, Mr. Cervelli, Mr. Lisotta and Mr. Handler in favor and Mr. Smith opposed tabling consideration of the proposals for a parking lot for 30 days was approved 4-1.

C. Parks (Supervisor Usina)

Mr. Usina presented options for five spaces he and staff have identified throughout the community that can be converted into parks. All options presented total \$398,692, which he noted includes \$35,000 in site prep work for Onda Field.

The proposals will be discussed further at the next meeting.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-09, Authorizing Board Designees to Execute Permits, Change Orders and Other District Documents

Ms. Kilinski stated that Resolution 2023-09 came about as a result of the number of projects going on. In order to move project considerations that are necessary to make sure there is not a demobilization of certain infrastructure, this resolution authorizes board designees to sign documents for projects that have already been approved by the Board and that if not expended before the next meeting would cause delay, disruption and additional costs to the overall project.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, Resolution 2023-09, authorizing Board designees to execute permits, change orders and other district documents was approved 5-0.

SEVENTH ORDER OF BUSINESS**Update and Consideration of Interlocal Staffing Agreement and Discussion of Cost Sharing Methodology**

Mr. Cervelli stated that he thinks the Sweetwater Creek board needs to take control of its own CDD, of its own amenities, and have its own staffing in place. He noted the employees could be 1099, employed by the District, or the District could go through GMS for staffing, but that has yet to be determined. The first step is notifying Marshall Creek that the staffing agreement is going to be terminated.

On MOTION by Mr. Smith, seconded by Mr. Usina, with all in favor, issuing a 60-day notice to Marshall Creek to terminate the staffing agreement was approved 5-0.

NINTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

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

Mr. Lisotta asked if \$40,000 was allocated in the O&M budget for next year for painting the fitness center.

Mr. Oliver responded that he did not recall that being done.

Mr. McGaffney stated that the Board could amend the budget later to increase the capital reserve outlay expense by \$40,000 and the budget would have to be balanced with more carry forward surplus.

Ms. Gunia stated that she has confirmed with two of the proposers for the paint project that they will hold their price for the walls and the ceilings, subject to the price of the paint.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with all in favor, painting the fitness center at an amount not to exceed \$40,000 was approved 5-0.

Mr. Handler asked that all backup documentation for the agenda package be provided by the Monday before the meeting at the latest.

ELEVENTH ORDER OF BUSINESS

**Next Scheduled Meeting – September 7, 2023
at 4:00 p.m. at 625 Palencia Club Drive, St.
Augustine, Florida 32095**

TWELFTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Sweetwater Creek
Community Development District

Unaudited Financial Reporting
July 31, 2023



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Sweetwater Creek
Community Development District
Balance Sheet
July 31, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:					
Cash:					
Cash - Operating Account	\$ 690,328	\$ -	\$ 206,144	\$ -	\$ 896,472
Cash - Amenity Account	\$ 67,752	\$ -	\$ -	\$ -	\$ 67,752
Cash - Debit Card Account	\$ 3,921	\$ -	\$ -	\$ -	\$ 3,921
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 108,813	\$ -	\$ -	\$ 108,813
Revenue	\$ -	\$ 152,452	\$ -	\$ -	\$ 152,452
Prepayment	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenue	\$ -	\$ 590	\$ -	\$ -	\$ 590
Construction	\$ -	\$ -	\$ -	\$ 791,012	\$ 791,012
Prepaid Expenses	\$ 6,103	\$ -	\$ -	\$ -	\$ 6,103
Investment SBA	\$ 2,391	\$ -	\$ 69,147	\$ -	\$ 71,538
Investment - Custody	\$ 202,715	\$ -	\$ -	\$ -	\$ 202,715
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	\$ 646	\$ -	\$ 1,733	\$ -	\$ 2,379
Total Assets	\$ 977,587	\$ 394,924	\$ 277,024	\$ 796,202	\$ 2,445,737
Liabilities:					
Accounts Payable	\$ 54,409	\$ -	\$ -	\$ -	\$ 54,409
Accrued Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Capital Project	\$ -	\$ -	\$ 5,190	\$ -	\$ 5,190
Total Liabilities	\$ 54,409	\$ -	\$ 5,190	\$ -	\$ 59,599
Fund Balances:					
Assigned For Debt Service	\$ -	\$ 394,924	\$ -	\$ -	\$ 394,924
Assigned For Capital Reserves	\$ -	\$ -	\$ 271,834	\$ -	\$ 271,834
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 796,202	\$ 796,202
Unassigned	\$ 923,178	\$ -	\$ -	\$ -	\$ 923,178
Total Fund Balances	\$ 923,178	\$ 394,923.66	\$ 271,834	\$ 796,202	\$ 2,386,138
Total Liabilities & Fund Equity	\$ 977,587	\$ 394,924	\$ 277,024	\$ 796,202	\$ 2,445,737

Sweetwater Creek
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/23	Thru 07/31/23	Variance
<u>Revenues:</u>				
Assessments	\$ 1,665,410	\$ 1,665,410	\$ 1,650,619	\$ (14,791)
Fitness Center Revenue	\$ 1,400	\$ 1,167	\$ 2,060	\$ 893
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ 29,405	\$ 29,405
Interest	\$ -	\$ -	\$ 10,151	\$ 10,151
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 1,666,810	\$ 1,666,577	\$ 1,692,235	\$ 25,658
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 9,600	\$ 8,000	\$ 6,200	\$ 1,800
Engineering Fees	\$ 25,000	\$ 20,833	\$ 17,671	\$ 3,162
District Counsel	\$ 35,000	\$ 29,167	\$ 72,799	\$ (43,632)
Audit Fees	\$ 3,700	\$ 3,700	\$ 3,700	\$ -
Arbitrage	\$ 500	\$ 500	\$ 500	\$ -
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 5,000	\$ 4,167	\$ 4,167	\$ (0)
Trustee Fees	\$ 3,800	\$ 3,143	\$ 3,143	\$ -
District Management Fees	\$ 35,000	\$ 29,167	\$ 29,167	\$ -
Telephone	\$ 700	\$ 583	\$ 370	\$ 213
Postage	\$ 1,500	\$ 1,250	\$ 2,739	\$ (1,489)
Public Official Insurance	\$ 4,564	\$ 4,564	\$ 4,088	\$ 476
Copies (2)	\$ 1,000	\$ 833	\$ 3,557	\$ (2,724)
Miscellaneous	\$ 1,500	\$ 1,250	\$ 548	\$ 702
Legal Advertising	\$ 2,700	\$ 2,250	\$ 1,060	\$ 1,190
Information Technology	\$ 1,050	\$ 875	\$ 875	\$ -
Website Maintenance	\$ 800	\$ 667	\$ 667	\$ (0)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Cost Share Expense - Marshall Creek	\$ 40,000	\$ 40,000	\$ -	\$ 40,000
Total General & Administrative:	\$ 174,089	\$ 153,623	\$ 153,925	\$ (301)
<u>Operation and Maintenance</u>				
Electric	\$ 75,000	\$ 62,500	\$ 59,059	\$ 3,441
General Insurance	\$ 6,148	\$ 6,148	\$ 5,507	\$ 641
Landscape Maintenance (1)	\$ 346,000	\$ 288,333	\$ 267,730	\$ 20,603
Landscape Improvements	\$ 80,000	\$ 66,667	\$ 48,776	\$ 17,890
Lake Maintenance	\$ 27,940	\$ 23,283	\$ 15,380	\$ 7,903
Fountain Maintenance	\$ 1,500	\$ 1,250	\$ 1,206	\$ 44
Irrigation Repairs & Maintenance	\$ 22,000	\$ 18,333	\$ 27,662	\$ (9,329)
Storm Clean-Up	\$ 2,000	\$ 1,667	\$ -	\$ 1,667
Field Repairs & Maintenance	\$ 31,300	\$ 26,083	\$ 8,124	\$ 17,959
Tree Removals	\$ 12,540	\$ 12,540	\$ 15,395	\$ (2,855)
Streetlight Repairs	\$ 2,250	\$ 1,875	\$ -	\$ 1,875
Signage Repairs	\$ 1,500	\$ 1,250	\$ -	\$ 1,250
Holiday Decoration	\$ 5,000	\$ 4,167	\$ 362	\$ 3,805
Miscellaneous Field Supplies	\$ 1,000	\$ 833	\$ 1,144	\$ (310)
Guardhouse Maintenance	\$ 2,500	\$ 2,083	\$ -	\$ 2,083
Playground Repairs & Maintenance	\$ 2,500	\$ 2,083	\$ 5,335	\$ (3,252)
Total Field Operations:	\$ 619,178	\$ 519,096	\$ 455,680	\$ 63,416

Sweetwater Creek

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending July 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/23	Thru 07/31/23	Variance
Amenities Cost Share				
Administrative:				
Property & Casualty Insurance	\$ 26,520	\$ 26,520	\$ 24,779	\$ 1,741
Payroll - Salaried	\$ 82,160	\$ 68,467	\$ 68,467	\$ (0)
Payroll - Hourly	\$ 100,336	\$ 83,613	\$ 72,520	\$ 11,093
Payroll - Benefits	\$ 15,975	\$ 13,312	\$ 13,313	\$ (0)
Payroll Taxes	\$ 14,028	\$ 11,690	\$ 11,691	\$ (1)
Professional Services - Engineering	\$ 68,056	\$ 56,713	\$ 56,713	\$ 0
Professional Services - Information Technology	\$ 1,800	\$ 1,500	\$ 1,738	\$ (238)
Travel & Per Diem	\$ 150	\$ 125	\$ -	\$ 125
Training	\$ 200	\$ 167	\$ -	\$ 167
Licenses & Permits	\$ 400	\$ 333	\$ 375	\$ (42)
Subscriptions & Memberships	\$ 500	\$ 417	\$ 300	\$ 117
Office Supplies	\$ 3,000	\$ 2,500	\$ 1,960	\$ 540
Office Equipment	\$ 2,000	\$ 1,667	\$ 1,183	\$ 484
Communication - Telephone/Internet/TV	\$ 12,000	\$ 10,000	\$ 8,120	\$ 1,880
Internet/Telephone - Guard House	\$ 5,400	\$ 4,500	\$ 4,318	\$ 182
Field:				
Field Management Fees	\$ 84,000	\$ 70,000	\$ 70,000	\$ -
General Utilities	\$ 83,000	\$ 69,167	\$ 53,464	\$ 15,702
Refuse Removal	\$ 3,885	\$ 3,238	\$ 4,089	\$ (851)
Security	\$ 82,200	\$ 68,500	\$ 62,326	\$ 6,174
Janitorial Services	\$ 16,000	\$ 13,333	\$ 11,093	\$ 2,240
Operating Supplies - Spa & Paper	\$ 4,500	\$ 3,750	\$ 1,969	\$ 1,781
Operating Supplies - Uniforms	\$ 500	\$ 417	\$ 419	\$ (3)
Cleaning Supplies	\$ 15,000	\$ 12,500	\$ 8,079	\$ 4,421
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 20,000	\$ 19,745	\$ 255
Gate Repairs & Maintenance	\$ 2,500	\$ 1,563	\$ 1,563	\$ -
Dog Park Repairs & Maintenance	\$ 11,650	\$ 9,708	\$ 165	\$ 9,544
Park Mulch	\$ 1,500	\$ 1,500	\$ 5,201	\$ (3,701)
Miscellaneous Field Supplies	\$ 6,100	\$ 5,083	\$ 1,665	\$ 3,418
Buildings Repairs & Maintenance	\$ 15,000	\$ 12,500	\$ 6,030	\$ 6,470
Pest Control	\$ 2,500	\$ 2,083	\$ 609	\$ 1,474
Pool Maintenance - Contract	\$ 20,321	\$ 16,934	\$ 16,095	\$ 840
Pool Repairs & Maintenance	\$ 10,000	\$ 8,333	\$ 5,161	\$ 3,172
Pool Chemicals	\$ 2,500	\$ 2,083	\$ 4,737	\$ (2,654)
Signage & Amenity Repairs	\$ 300	\$ 250	\$ -	\$ 250
Special Events	\$ 2,000	\$ 1,603	\$ 1,603	\$ -
Fitness:				
Professional Services - Outside Fitness	\$ 58,872	\$ 49,060	\$ 44,060	\$ 5,000
Fitness Equipment Repairs & Maintenance	\$ 7,000	\$ 5,833	\$ 4,959	\$ 874
Fitness Equipment Rental	\$ 35,000	\$ 29,167	\$ 20,143	\$ 9,024
Miniature Golf Course Maintenance	\$ 750	\$ 625	\$ -	\$ 625
Miscellaneous Fitness Supplies	\$ 6,300	\$ 5,250	\$ 3,552	\$ 1,698
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 5,333	\$ 1,570	\$ 3,763
Total Amenities Cost Share	\$ 834,302	\$ 699,338	\$ 613,773	\$ 85,565
Reserves				
Capital Reserve Transfer	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Reserves	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Expenditures	\$ 1,777,569	\$ 1,522,058	\$ 1,373,378	\$ 148,680
Excess Revenues (Expenditures)	\$ (110,759)		\$ 318,858	
Fund Balance - Beginning	\$ 110,759		\$ 604,321	
Fund Balance - Ending	\$ -		\$ 923,178	

(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 July 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/23	Thru 07/31/23	Variance
Revenues:				
Special Assessments	\$ 741,613	\$ 741,613	\$ 743,314	\$ 1,701
Prepayments	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 13,217	\$ 13,217
Total Revenues	\$ 741,613	\$ 741,613	\$ 756,531	\$ 14,918
Expenditures:				
Series 2019 - A1				
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	\$ -	\$ -	\$ -	\$ -
Series 2019 - A2				
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)
Total Expenditures	\$ 741,100	\$ 741,100	\$ 780,791	\$ (39,691)
Other Sources/(Uses)				
Transfer In	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 513		\$ (24,260)	
Fund Balance - Beginning	\$ 149,391		\$ 419,183	
Fund Balance - Ending	\$ 149,904		\$ 394,924	

Sweetwater Creek

Community Development District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Capital Reserve Transfer In	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Interest	\$ -	\$ -	\$ 3,147	\$ 3,147
Insurance Proceeds	\$ -	\$ -	\$ 6,435	\$ 6,435
Total Revenues	\$ 150,000	\$ 150,000	\$ 159,582	\$ 9,582
Expenditures:				
Capital Outlay	\$ 50,000	\$ 41,667	\$ 35,575	\$ 6,092
Repair and Maintenance	\$ 50,000	\$ 41,667	\$ 8,560	\$ 33,107
Other Current Charges	\$ 1,000	\$ 833	\$ 426	\$ 408
Total Expenditures	\$ 101,000	\$ 84,167	\$ 44,561	\$ 39,606
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 49,000	\$ 65,833	\$ 115,021	
Fund Balance - Beginning	\$ 183,587		\$ 156,813	
Fund Balance - Ending	\$ 232,587		\$ 271,834	

Capital Reserve Study

	<u>General</u>	<u>Amenities</u>	<u>Combined</u>
Description	FY 2023-Study (Pg. 17)	FY 2023-Study (Pg. 20)	Total - Study
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

Description	Actual
Reserves Beginning of Year	\$ 156,813
Contributions	\$ 150,000
Interest Income	\$ 3,147
Expenditures	\$ (44,561)
Anticipated Balance	\$265,399

Variance Reserve Study Vs Actual	(\$358,817)
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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 July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 22,416	\$ 22,416
Total Revenues	\$ -	\$ -	\$ 22,416	\$ 22,416
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 369,588	\$ (369,588)
Total Expenditures	\$ -	\$ -	\$ 369,588	\$ (369,588)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ (347,172)	
Fund Balance - Beginning	\$ -		\$ 1,143,373	
Fund Balance - Ending	\$ -		\$ 796,202	

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments	\$ -	\$ 198,533	\$ 335,235	\$ 967,573	\$ 94,694	\$ 13,271	\$ 1,268	\$ 28,462	\$ 11,583	\$ -	\$ -	\$ -	\$ 1,650,619
Fitness Center Revenue	\$ 275	\$ -	\$ 570	\$ -	\$ -	\$ 405	\$ 230	\$ -	\$ 345	\$ 235	\$ -	\$ -	\$ 2,060
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,405	\$ -	\$ -	\$ -	\$ -	\$ 29,405
Interest	\$ 820	\$ 918	\$ 728	\$ 1,372	\$ 2,249	\$ 1,993	\$ 368	\$ 498	\$ 587	\$ 619	\$ -	\$ -	\$ 10,151
Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
													\$ -
Total Revenues	\$ 1,095	\$ 199,451	\$ 336,533	\$ 968,945	\$ 96,943	\$ 15,669	\$ 1,866	\$ 58,365	\$ 12,515	\$ 854	\$ -	\$ -	\$ 1,692,235
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 800	\$ -	\$ 800	\$ 800	\$ 200	\$ -	\$ 800	\$ 800	\$ 1,200	\$ 800	\$ -	\$ -	\$ 6,200
Engineering Fees	\$ 1,071	\$ 3,678	\$ 846	\$ 745	\$ 1,571	\$ 1,520	\$ 2,846	\$ 1,457	\$ 1,938	\$ 1,999	\$ -	\$ -	\$ 17,671
District Counsel	\$ 6,160	\$ 9,673	\$ 7,577	\$ 8,551	\$ 8,424	\$ 4,646	\$ 6,495	\$ 5,838	\$ 5,463	\$ 9,974	\$ -	\$ -	\$ 72,799
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	\$ 417	\$ -	\$ -	\$ 4,167
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	\$ 2,917	\$ -	\$ -	\$ 29,167
Telephone	\$ -	\$ 25	\$ 54	\$ 19	\$ 49	\$ 37	\$ 42	\$ 59	\$ 50	\$ 36	\$ -	\$ -	\$ 370
Postage	\$ 134	\$ 250	\$ 808	\$ 180	\$ 151	\$ 155	\$ 210	\$ 169	\$ 165	\$ 517	\$ -	\$ -	\$ 2,739
Public Official Insurance	\$ 4,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,088
Copies	\$ 126	\$ 306	\$ 785	\$ 154	\$ 142	\$ 262	\$ 301	\$ 396	\$ 252	\$ 834	\$ -	\$ -	\$ 3,557
Miscellaneous	\$ 200	\$ 21	\$ 31	\$ 13	\$ 119	\$ 26	\$ 111	\$ 15	\$ 13	\$ -	\$ -	\$ -	\$ 548
Legal Advertising	\$ -	\$ 77	\$ -	\$ -	\$ 15	\$ 248	\$ -	\$ -	\$ -	\$ 720	\$ -	\$ -	\$ 1,060
Information Technology	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ -	\$ -	\$ 875
Website Maintenance	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ -	\$ -	\$ 667
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 21,884	\$ 18,018	\$ 14,388	\$ 13,949	\$ 14,158	\$ 10,381	\$ 14,292	\$ 12,220	\$ 16,269	\$ 18,367	\$ -	\$ -	\$ 153,925
<u>Operation and Maintenance</u>													
Electric	\$ 5,428	\$ 5,562	\$ 5,554	\$ 6,010	\$ 6,010	\$ 5,679	\$ 6,091	\$ 6,166	\$ 6,231	\$ 6,328	\$ -	\$ -	\$ 59,059
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	\$ 24,273	\$ -	\$ -	\$ 267,730
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	\$ 1,538	\$ -	\$ -	\$ 15,380
Fountain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,206	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,206
Irrigation Repairs & Maintenance	\$ 1,225	\$ 2,092	\$ 2,370	\$ 3,830	\$ -	\$ 7,625	\$ 3,885	\$ 3,110	\$ 2,575	\$ 950	\$ -	\$ -	\$ 27,662
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Repairs & Maintenance	\$ 540	\$ 762	\$ 1,949	\$ 128	\$ 1,538	\$ 825	\$ 737	\$ 839	\$ 671	\$ 136	\$ -	\$ -	\$ 8,124
Tree Removals	\$ 7,842	\$ -	\$ 3,727	\$ 2,150	\$ -	\$ -	\$ -	\$ 1,091	\$ -	\$ 586	\$ -	\$ -	\$ 15,395
Streetlight Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holiday Decoration	\$ -	\$ 362	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 362
Miscellaneous Field Supplies	\$ 345	\$ -	\$ 615	\$ -	\$ -	\$ 170	\$ -	\$ -	\$ -	\$ 13	\$ -	\$ -	\$ 1,144
Total Field Operations:	\$ 71,697	\$ 34,589	\$ 40,426	\$ 37,929	\$ 44,995	\$ 41,316	\$ 73,263	\$ 37,017	\$ 35,288	\$ 33,824	\$ -	\$ -	\$ 450,345

Sweetwater Creek
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenities													
Administrative:													
Property & Casualty Insurance	\$ 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	\$ 6,847	\$ -	\$ -	\$ 68,467
Payroll - Hourly	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ -	\$ -	\$ 72,520
Payroll - Benefits	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ -	\$ -	\$ 13,313
Payroll Taxes	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ -	\$ -	\$ 11,691
Professional Services - Engineering	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ -	\$ -	\$ 56,713
Professional Services - Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 388	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ 1,738
Travel & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses & Permits	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ 375
Subscriptions & Memberships	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 42	\$ 42	\$ -	\$ -	\$ 300
Office Supplies	\$ 11	\$ 493	\$ 41	\$ 690	\$ 174	\$ 58	\$ 479	\$ -	\$ -	\$ 13	\$ -	\$ -	\$ 1,960
Office Equipment	\$ -	\$ 112	\$ -	\$ 958	\$ -	\$ -	\$ 113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,183
Communication - Telephone/Internet/TV	\$ 1,026	\$ 966	\$ 904	\$ 689	\$ 893	\$ 776	\$ 659	\$ 776	\$ 774	\$ 657	\$ -	\$ -	\$ 8,120
Internet/Telephone - Guard House	\$ 448	\$ 448	\$ 448	\$ 334	\$ 576	\$ 462	\$ 341	\$ 461	\$ 461	\$ 340	\$ -	\$ -	\$ 4,318
Cost Share Expense - Marshall Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field:													
Field Management Fees	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ 70,000
General Utilities	\$ 4,334	\$ 4,567	\$ 4,919	\$ 6,264	\$ 5,795	\$ 5,286	\$ 5,509	\$ 5,100	\$ 6,000	\$ 5,690	\$ -	\$ -	\$ 53,464
Refuse Removal	\$ 315	\$ 467	\$ 405	\$ 405	\$ 423	\$ 414	\$ 414	\$ 414	\$ 414	\$ 414	\$ -	\$ -	\$ 4,089
Security	\$ 7,110	\$ 6,432	\$ 6,067	\$ 6,067	\$ 6,067	\$ 6,067	\$ 6,182	\$ 6,067	\$ 6,103	\$ 6,163	\$ -	\$ -	\$ 62,326
Janitorial Services	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ -	\$ -	\$ 11,093
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	\$ 1,448	\$ -	\$ -	\$ 8,079
Amenity Landscape Maintenance & Improvements	\$ 2,000	\$ 2,250	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,777	\$ 1,000	\$ 1,906	\$ 1,906	\$ 1,906	\$ -	\$ -	\$ 19,745
Gate Repairs & Maintenance	\$ -	\$ -	\$ 1,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,563
Guardhouse Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dog Park Repairs & Maintenance	\$ 165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165
Park Mulch	\$ -	\$ 5,201	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,201
Playground Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,335	\$ -	\$ -	\$ 5,335
Miscellaneous Field Supplies	\$ 1,037	\$ 53	\$ 284	\$ -	\$ 195	\$ -	\$ -	\$ 96	\$ -	\$ -	\$ -	\$ -	\$ 1,665
Buildings Repairs & Maintenance	\$ 196	\$ 548	\$ 482	\$ 645	\$ 276	\$ 1,840	\$ 183	\$ -	\$ -	\$ 1,861	\$ -	\$ -	\$ 6,030
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	\$ -	\$ 1,301	\$ -	\$ -	\$ -	\$ 5,161
Pools Chemicals	\$ 357	\$ -	\$ 277	\$ -	\$ 415	\$ 362	\$ 852	\$ -	\$ 554	\$ 1,920	\$ -	\$ -	\$ 4,737
Signage & Amenity Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Events	\$ -	\$ -	\$ -	\$ 1,603	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,603
Fitness:													
Professional Services - Outside Fitness	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ -	\$ -	\$ 44,060
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	\$ 2,927	\$ 2,927	\$ -	\$ -	\$ 20,143
Miniature Golf Course Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Fitness Supplies	\$ 762	\$ 53	\$ 635	\$ 910	\$ 796	\$ 115	\$ 99	\$ 64	\$ 54	\$ 64	\$ -	\$ -	\$ 3,552
Capital Outlay - Machinery & Equipment	\$ -	\$ -	\$ -	\$ -	\$ 1,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,570
Total Amenities	\$ 80,496	\$ 60,918	\$ 57,180	\$ 60,188	\$ 61,107	\$ 59,677	\$ 60,976	\$ 55,758	\$ 59,092	\$ 63,716	\$ -	\$ -	\$ 619,108
Reserves													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Reserves	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Expenditures	\$ 174,078	\$ 113,524	\$ 111,995	\$ 262,066	\$ 120,259	\$ 111,374	\$ 148,532	\$ 104,995	\$ 110,649	\$ 115,907	\$ -	\$ -	\$ 1,373,378
Excess Revenues (Expenditures)	\$ (172,983)	\$ 85,927	\$ 224,538	\$ 706,879	\$ (23,317)	\$ (95,705)	\$ (146,666)	\$ (46,630)	\$ (98,133)	\$ (115,053)	\$ -	\$ -	\$ 318,858

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)
CURRENT BONDS OUTSTANDING		\$6,345,000

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

Sweetwater Creek
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2023

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

ON ROLL ASSESSMENTS

68.95% 31.05% 100.00%

<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2019 Debt Service Asmt</i>	<i>Total</i>
11/2/22	1	\$30,371.79	(\$576.36)	(\$1,553.80)	\$0.00	\$28,241.63	\$19,472.63	\$8,769.00	\$28,241.63
11/17/22	2	\$89,856.52	(\$1,725.34)	(\$3,589.71)	\$0.00	\$84,541.47	\$58,291.41	\$26,250.06	\$84,541.47
11/28/22	3	\$186,176.30	(\$3,574.58)	(\$7,447.09)	\$0.00	\$175,154.63	\$120,769.26	\$54,385.37	\$175,154.63
12/12/22	4	\$250,068.59	(\$4,801.32)	(\$10,002.81)	\$0.00	\$235,264.46	\$162,215.04	\$73,049.42	\$235,264.46
12/15/22	5	\$266,725.96	(\$5,121.14)	(\$10,669.10)	\$0.00	\$250,935.72	\$173,020.39	\$77,915.33	\$250,935.72
01/20/23	6	\$1,491,598.16	(\$28,638.68)	(\$59,664.34)	\$0.00	\$1,403,295.14	\$967,573.15	\$435,721.99	\$1,403,295.14
02/01/23	INTEREST				\$3,190.38	\$3,190.38	\$2,199.77	\$990.61	\$3,190.38
02/21/23	7	\$141,700.74	(\$2,737.68)	(\$4,816.66)	\$0.00	\$134,146.40	\$92,494.05	\$41,652.35	\$134,146.40
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
TOTAL		\$ 2,534,976.55	\$ (48,753.16)	\$ (97,318.87)	\$ 5,028.93	\$ 2,393,933.45	\$ 1,650,619.08	\$ 743,314.37	\$ 2,393,933.45

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

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2020				
11/15/19	1	England Thims & Miller	Invoices: 191327, 191598, 191935 - Traffic Study & Certification Package	\$ 8,032.00
11/15/19	2	East Coast Wells & Pump Service	Invoice: 34301 - Replaced Irrigation Pump	\$ 4,293.70
1/3/20	3	Performance Painting Contractors, Inc.	Invoice: 9579 - Mobilization	\$ 8,090.00
1/3/20	4	AC Concrete Enterprise, Inc.	Invoice: AB - Sidewalk Addition	\$ 6,250.00
1/3/20	5	Reflections	Invoice: 191036 - Roof Clean	\$ 4,495.00
1/6/20	6	Rick 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

**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
7/7/23	94	England Thims & Miller	Invoice# 23159 Topography Survey for Onda Park	\$ 5,240.00
7/7/23	95	Hoffman Commercial Construction LLC	Palencia Pickleball Courts Pay App 2304-1	\$ 16,412.00
7/7/23	96	England Thims & Miller	Invoice# 208897 Pickle ball Courts Addition & Modifications.	\$ 2,076.25
7/24/23	97	Kilinski/Van Wyk PLLC	Invoice# 7090 2019 Project Construction	\$ 2,719.50
7/24/23	98	Hoffman Commercial Construction LLC	Palencia Pickleball Courts Pay App 2304-2	\$ 97,369.00
	99	England Thims & Miller	Invoice # 209405 Pickleball Courts Addition & Modifications.	\$ 563.75
	100	Kilinski/Van Wyk PLLC	Invoice # 7262 2019 Project Construction	\$ 482.00
	101	Hoffman Commercial Construction LLC	Palencia Pickleball Courts Pay App 2304-3	\$ 111,695.00
TOTAL				\$ 972,032.07
Project (Construction) Fund at 08/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 07/31/23				\$ 109,525.17
Outstanding Requisitions				\$ 112,740.75
Requisitions Paid thru 07/31/23				\$ (972,032.07)
Remaining Project (Construction) Fund				\$ 791,011.81
FUTURE CAPITAL PROJECTS (CONSTRUCTION)				
Hoffman Construction		Pickleball Court Construction-Balance to Finish including Retainage		\$320,376.81
		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				\$791,011.81
PROJECTED REMAINING PROJECTS (CONSTRUCTION) FUNDS				\$0

C.

Sweetwater Creek

Community Development District

Summary of Invoices

July 01, 2023 - July 31, 2023

Fund	Date	Check No.'s	Amount
General Fund	7/7/23	3871-3877	\$ 6,929.15
	7/19/23	3878-3881	36,911.35
			<hr/>
			\$ 43,840.50
Amenity Fund	7/7/23	2280-2286	\$ 9,581.78
	7/19/23	2287-2288	55,871.16
			<hr/>
			\$ 65,452.94
TOTAL			<hr/> \$ 109,293.44

*** CHECK DATES 07/01/2023 - 07/31/2023 ***
 SWEETWATER CREEK - GENERAL
 BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/07/23	00075	7/06/23 07062023	202307 310-51300-11000		*	200.00	
		7/6/23 CDD BOARD MEETING		CHARLES USINA III			200.00 003871
7/07/23	00089	7/06/23 07062023	202307 310-51300-11000		*	200.00	
		7/6/23 CDD BOARD MEETING		JOHN T SMITH			200.00 003872
7/07/23	00051	7/06/23 07062023	202307 310-51300-11000		*	200.00	
		7/6/23 CDD BOARD MEETING		ROBERT LISOTTA			200.00 003873
7/07/23	00040	7/06/23 07062023	202307 310-51300-11000		*	200.00	
		7/6/23 CDD BOARD MEETING		STEPHEN J HANDLER			200.00 003874
7/07/23	00086	6/26/23 21862	202306 320-53800-47300		*	580.00	
		FRONT ENTRY IRRIG RPR		DUVAL LANDSCAPE MAINTENANCE			580.00 003875
7/07/23	00063	6/30/23 79226	202306 320-53800-47000		*	1,538.00	
		JUN LAKE MAINTENANCE		FUTURE HORIZONS			1,538.00 003876
7/07/23	00029	7/01/23 146	202307 310-51300-34000		*	2,916.67	
		JUL MANAGEMENT FEES					
		7/01/23 146	202307 310-51300-35200		*	66.67	
		JUL WEBSITE ADMIN					
		7/01/23 146	202307 310-51300-35100		*	87.50	
		JUL INFO TECH					
		7/01/23 146	202307 310-51300-31300		*	416.67	
		JUL DISSEM AGENT SRVCS					
		7/01/23 146	202307 320-53800-49000		*	13.16	
		OFFICE SUPPLIES					
		7/01/23 146	202307 310-51300-42000		*	170.46	
		POSTAGE					
		7/01/23 146	202307 310-51300-42500		*	303.90	
		COPIES					
		7/01/23 146	202307 310-51300-41000		*	36.12	
		TELEPHONE					
				GOVERNMENTAL MANAGEMENT SERVICES			4,011.15 003877
7/19/23	00086	6/01/23 21439	202306 320-53800-46200		*	24,273.00	
		JUN LANDSCAPE MAINTENANCE		DUVAL LANDSCAPE MAINTENANCE			24,273.00 003878

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/19/23	00011	7/07/23 0208974	202306 310-51300-31100		*	428.00	
		WATER USE/MTR READ					
		7/07/23 0208975	202306 310-51300-31100		*	1,510.35	
		JUN ENGINEERING SERVICES					
ENGLAND-THIMS & MILLER INC							1,938.35 003879
7/19/23	00082	6/16/23 55587	202306 310-51300-32200		*	3,700.00	
		AUDIT FYE 9/30/22					
MCDIRMIT DAVIS LLC							3,700.00 003880
7/19/23	00071	7/01/23 61	202307 320-53800-12100		*	7,000.00	
		JUL CONTRACT ADMIN					
RIVERSIDE MANAGEMENT SERVICES							7,000.00 003881
TOTAL FOR BANK A						43,840.50	
TOTAL FOR REGISTER						43,840.50	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/07/23	00005	6/15/23 41-26450	202306 330-53800-52200	PAPER TOWELS	*	106.86	
				DOWNEY'S JANITORIAL SUPPLIES			106.86 002280
7/07/23	00080	7/03/23 729865	202307 300-15500-10000	AUG GATE MONITORING	*	6,103.11	
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			6,103.11 002281
7/07/23	00035	5/05/23 W039115	202305 340-53800-48200	STRENGTH REPAIR EQUIP	*	149.95	
				FIRST PLACE FITNESS EQUIPMENT			149.95 002282
7/07/23	00014	6/29/23 Z480-88	202306 330-53800-52100	DISINFECTANT WIPES	*	1,040.00	
				LLOYD'S EXERCISE EQUIPMENT LLC			1,040.00 002283
7/07/23	00019	7/01/23 13129561	202307 330-53800-52002	JUL POOL CHEMICALS	*	1,920.37	
				POOLSURE			1,920.37 002284
7/07/23	00023	6/01/23 90292500	202306 330-53800-52200	SHOWER & GO	*	201.49	
				STATE CHEMICAL SOLUTIONS			201.49 002285
7/07/23	00042	7/01/23 346320	202307 330-53800-48400	SECURITY MONITORING	*	60.00	
				VILLAGE KEY & ALARM INC			60.00 002286
7/19/23	99999	7/19/23 VOID	202307 000-00000-00000	VOID CHECK	C	.00	
				*****INVALID VENDOR NUMBER*****			.00 002287
7/19/23	00016	6/01/23 06012023	202306 330-53800-12000	JUN PAYROLL-SALARIED	*	6,846.67	
		6/01/23 06012023	202306 330-53800-13000	JUN PAYROLL-HOURLY	*	7,252.00	
		6/01/23 06012023	202306 340-53800-34500	JUN OUTSIDE FITNESS	*	4,406.00	
		6/01/23 06012023	202306 330-53800-23000	JUN PAYROLL-BENEFITS	*	1,331.25	
		6/01/23 06012023	202306 330-53800-21000	JUN PAYROLL TAXES	*	1,169.08	
		6/01/23 06012023	202306 330-53800-31100	JUN ENGINEERING	*	5,671.25	
		6/01/23 06012023	202306 330-53800-35200	JUN INFO TECHNOLOGY	*	150.00	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/01/23		06012023	202306 330-53800-46500	JUN PAYROLL JANITORIAL	*	1,109.33	
7/01/23		07012023	202307 330-53800-12000	JUL PAYROLL-SALARIED	*	6,846.67	
7/01/23		07012023	202307 330-53800-13000	JUL PAYROLL-HOURLY	*	7,252.00	
7/01/23		07012023	202307 340-53800-34500	JUL OUTSIDE FITNESS	*	4,406.00	
7/01/23		07012023	202307 330-53800-23000	JUL PAYROLL-BENEFITS	*	1,331.25	
7/01/23		07012023	202307 330-53800-21000	JUL PAYROLL TAXES	*	1,169.08	
7/01/23		07012023	202307 330-53800-31100	JUL ENGINEERING	*	5,671.25	
7/01/23		07012023	202307 330-53800-35200	JUL INFO TECHNOLOGY	*	150.00	
7/01/23		07012023	202307 330-53800-46500	JUL PAYROLL JANITORIAL	*	1,109.33	
MARSHALL CREEK CDD						55,871.16	002288
TOTAL FOR BANK B						65,452.94	
TOTAL FOR REGISTER						65,452.94	

SWCC SWEETWATER CRK BPEREGRINO

FOURTH ORDER OF BUSINESS

A.



**DUVAL
LANDSCAPE
MAINTENANCE, LLC**

With

**Sweetwater Creek
Community Development
District**

**Monthly Reporting
September 2023**



DUVAL LANDSCAPE MAINTENANCE, LLC

Monthly Reporting September 2023

In Progress:

1. Sod repairs throughout the community, see attached spreadsheet for completed areas. Several repairs are scheduled for September 7th and 8th, weather permitting.
2. Glorieta Berm and Sod Repair scheduled for September 7th and 8th, weather permitting. Approved proposal number 27285.
3. Sod repairs to several tree rings scheduled for September 7th and 8th, weather permitting. Approved proposal number 28024.
4. Scheduling of the next flower rotation, 4 of 4.

Completed:

1. 3rd flower rotation of 4 for 2023, completed on August 11, 2023.

Attachments:

1. Irrigation Report and Irrigation Wet Check Reports for August 2023.
2. Onda Controller Map - controller and valve locations
3. Proposal Spreadsheet.

Thank you,

YOUR DUVAL TEAM

Mary Marchiano
Account Manager

Michael Wooldridge
Branch Manager

Joshua Boucher
Irrigation Manager

Torre Dunham
Fertilization Manager

8/28/2023

Sod Repair Areas

	Completed - Yes/Date	Anticipated Date of Repair
Entrance Island at Gate House	Yes	
As you enter at Gate House, far left of the exit road, from street to monument		September 7th and 8th
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 comunidad		
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 (2 areas)		September 7th and 8th
Corner of Las Calinas and Ovalo Court (2 areas)		September 7th and 8th
Ovalo Court as you turn onto it from Las Calinas		September 7th and 8th
If leaving the community from Glorieta and Las Calinas, on left before roundabout (cinch bug damage)		September 7th and 8th
At speed limit sign on ensenada		September 7th and 8th
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	
As you Exit Community on Right Side before Battersea (newly maintained area)		September 7th and 8th
Tree Rings (Approved Proposal 28024)		September 7th and 8th
Glorieta Berm - Right Side (Approved Proposal 27285)		September 7th and 8th
Possible Area??? - Treat for Sod Webworms on 8/24/23 - Ensenada between Medio and Rincon		

Sweetwater Irrigation

Summary

August

August irrigation was checked and repaired. Torcido temp irrigation line was installed to ensure nothing dies while the construction is going on. Flowers were installed, Irrigation was checked for all flowers. Upon inspection of flowers we found that we were having issues with the del norte pump. Repair should be done at the beginning of September. Flowers at the amenity center were affected by someone shutting the valve off. Our assumption was that someone from the construction company shut it down by accident. Valves that were proposed to be repaired due to slow closing and opening were also repaired.



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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		SweetWater											
Location		Lake bank	Location			Location		Brasilia + Glorieta Drive											
Type		RB	Size			Technician		Joshua Boucher											
Rain Guage		Y	N	Source		Meter	Well	Date		8/3/2023									
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					1					1	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



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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	8/2/2023						
Power on	Y	N				Program	A	B	C				
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												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											1	x				Btw curb and sidewalk Left	
6	s	x	x						1					1	x				Left of the roundabout	



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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	8/2/2023						
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							1				1	x				Left side towards round about	
2	r	x	x												x				Right corner of Oleta	
3	s	x	x												x				Along left sidewalk to roundabout	
4	s	x	x												x				Along left curb Oleta to round	
5	s	x	x												x				Along right curb Oleta to round	
6	s	x	x												x				Along sidewalk right side	
7	s	*	*																Back sw ovalo las calinas	
8	r	x	x									1			x				Both sides of road at lakes	
9	s	x	x												x				Left side of Oleta	
10	s	x	x												x				Along left side BTW Oleta+Glorieta	
11	s	x	x												x				Along curb lift to oleta	
12	s	x	x												x				Along sidewalk lift to oleta	
13	s	x	x												x				Back sidewalk lift to oleta	
14	r	x	x												x				Ovalo court	
15	r	x	x												x				Around controller	
16	s	x	x												x				Along sidewalk by controller	
17	s	x	x												x				Along curb by controller	
18	s	x	x												x				Along curb across from controller	
19	s	x	x												x				Left of Glorieta	
20	s	x	x							1				1	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 oletta way.



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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	8/3/2023			
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	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									1			x				Center of round about	
2	s	x	x												x				Along curb right of lazo court	
3	s	x	x												x				Along sidewalk left of enrede	
4	s	x	x	x											x				Right of lazo along sidewalk	
5	s	x	x	x											x				Left of Lazo to roundabout	
6	r	x	x												x				From lazo to roundabout	
7	s	x	x												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									1			x				Along berm on Ensenada	
11	s	x	x												x				NA	
12	r	x	x												x				Along berm on Ensenada	
13	s	x	x												x				Right side at bend	
14	s	x	x												x				Right side between curb and walk	
15	s	x	x												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							1				1	x				Left of enrede	
19	s	x	x												x				Right of medio on corner	
20	s	x	x												x				Left of park entry	
21	s	x	x											3	x				Left side along Endenada	
22	s	x	x												x				Back sidewalk on Ensdenada	
23	s	x	x												x				Left side along Endenada	

24	s	x	x							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												x				back sidewalk before round about
30	s	x	x												x				Before round about
31	s	x	x												x				Right of round about



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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		Del norte																																																																																																																									
Location		Lift station	Location		Lift station	Location		Rio Del norte																																																																																																																									
Type		Hunter	Size		5hp	Technician		Preston																																																																																																																									
Rain Guage	Y	N	Source		Meter	Well	Date		8/3/2023																																																																																																																								
Power on	Y	N				Program		A	B																																																																																																																								
General Information			Backflow			Start Times		10:00 PM	12:00 PM																																																																																																																								
Valve Type			PRV		Y	N	Run Time		1H40M																																																																																																																								
Coverage		Good	MV		Y	N	Days of Week		S M T W Th F S																																																																																																																								
<table border="1"> <tr> <td>Zone</td> <td>Head Type</td> <td>Turf</td> <td>Shrub</td> <td>Flowers</td> <td>Lateral Line Break</td> <td>Zone Not Responding</td> <td>Valve Leaking</td> <td>Zone not Shutting Down</td> <td>4" Spray</td> <td>6" Spray</td> <td>12" Spray</td> <td>4" Rotor</td> <td>Fixed Riser</td> <td>Cleaned/Replaced Nozzle</td> <td>Adjusted Spray Pattern</td> <td>Straightened</td> <td>Capped</td> <td>Raised/Lowered</td> <td>Locations of Zones</td> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>r</td> <td>x</td> <td>x</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>x</td> <td></td> <td></td> <td></td> <td>Island back of Del norte</td> </tr> <tr> <td>3</td> <td>s</td> <td>x</td> <td>x</td> <td>x</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>x</td> <td></td> <td></td> <td></td> <td>Both sides at stop sign</td> </tr> <tr> <td>4</td> <td>r</td> <td>x</td> <td>x</td> <td>x</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>x</td> <td></td> <td></td> <td></td> <td>Right side back of sidewalk</td> </tr> <tr> <td>5</td> <td>r</td> <td>x</td> <td>x</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>x</td> <td></td> <td></td> <td></td> <td>Island at mailboxes</td> </tr> </table>										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											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
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																																																																																																														
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2	r	x	x												x				Island back of Del norte																																																																																																														
3	s	x	x	x											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																																																																																																														



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	8/2/2023						
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												x				Entry island left curb	
4																				
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																				
11																				
12	s	x	x											3	x				Park	
13	s	x	x												x				Park	
14	s	x	x												x				Ensanada Flowers	
15	s	x	x												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									1			x				Park	



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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	Shp		Technician	Joshua						
Rain Guage	Y	N	Source	Meter	Well	Date	8/2/2023						
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											1	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												x				Lipizzon both sides	
10	s	x	x												x				Left of lipizzon Curb S/W	
11	s	x	x											2	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					x				Esmeralda S/W curb Entry	
19	r	x	x												x				Esmeralda Both sides entry	
20	s	x	x												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

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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater						
Location	Right corner		Location	Right corner		Location	Rincon dr and ensenada						
Type	RB		Size			Technician	Preston						
Rain Guage	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						1				1	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									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							1				1	x				Ensanada left side 3/4 way	
23	s	x	x												x				Ensanada left side end	
24	r	x	x		1										x				Park lift station	

25	r	x	x												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
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C = Controller

Valves = •

Can't add irrigation heads
until pump operational (swale has
water) or pump installed

8/28/2023

SCCDD Proposal Tracking Sheet

Proposal Number	Name/Description	Date	Amount/Cost	Action
16314	Enhancement plants Barbella Circle	10/6/21	\$1,900.93	
17832	Replace Bermuda sod at Privado Park	2/6/23	\$27,667.18	
24512	Remove Loropetalum, Replace with Sod	2/7/23	\$3,735.35	
24417	Level area 50 feet X 100 feet with retaining wall - Glorieta	2/1/23	\$35,591.83	
22700	Replace Crepe Myrtle with Chaste Trees at Privado Park	10/21/22	\$3,266.84	
23611	New low voltage lighting at Traffic Circle	2/8/23	\$4,822.90	
21277	Plant material each side of corner	8/9/23	\$1,853.81	
22398	Kill weeds, Make circle a bed with Pine Straw	2/7/23	\$1,790.23	
18779	Revamp entire outer traffic circle	2/6/23	\$43,819.06	
19680	Shrink all beds along Ensenada	5/2/22	\$38,946.48	
19679	Fill Las Calinas ornamental grass beds	5/2/22	\$4,718.82	
17206	Fill empty bed at Oleta stop sign area	11/30/21	\$4,075.34	
19874	Irrigation Proposal	3/10/23	\$6,150.00	
25085	Irrigation Proposal - Flow Sensors for pump stations with 2 pumps	3/10/23	\$2,750.00	
25824	Irrigation Proposal - Valve Locating	4/21/23	\$1,725.00	
26858	Pine Straw for Fitness Center Pool Area	6/23/23	\$1,785.66	Tabled Until Pickleball Courts Completed
27265	Glorieta Bern Right Side Replace Shrubs and Sod	7/18/23	\$2,500.00	Approved
27616	Onda Drainage Swale	8/2/2023	\$38,585.23	Board approved expense up to \$40,000 at August Meeting
21136	Rio Del Norte Pump Repair - Pump Tripping Breaker Repair	8/2/2023	\$2,675.00	Approved

Completed Projects/Proposals

24514 Trim all palms	2/7/23	\$7,200.00	Completed 3/10/23
24513 Cutting/Trim Crepe Myrtles	2/7/23	\$4,436.28	Completed 3/20/23
21144 Irrigation Proposal - Barbella Pump	3/10/23	\$7,625.00	Completed 4/23
Pine Straw for Common Areas (In House)		\$36,740.00	Completed
21370 Service Agreement 2023 - Clubhouse	1/31/23	\$22,872.56	Starting 5/1/2023
26396 Tree Removal on CDD Property Behind 51 Derecho Lane	5/20/23	\$1,790.52	Completed
25650 Remove broken trees at Ponds 12 and 13	4/13/23	\$1,221.59	Paul Completed Duval Proposal 7/21/2023
26929 Locate and Repair Valves at Torcidio and Rincon Controllers	6/21/23	\$1,670.00	Approved
27266 Debris removal from Ponds 12 and 13	7/21/23	\$585.79	Completed 6/29/23
27265 Controller 4 -Valves on Middle Controller - Valves not opening and closing	7/14/23	\$2,000.00	Completed 8/2023
27264 Controller 3 - Valve Replacements Issue with Pressure on 3 zones	7/14/23	\$1,430.00	Completed 8/2023
Irrigation Proposal - Reroute mainline on top of ground to ensure water to valves at			
27443 Amenity/Fitness Center	7/24/23	\$2,700.00	Completed
27626 Irrigation Propopsal - Valve Repairs Controller 4/Controller 9	8/2/2023	\$950.00	Completed
27627 Irrigation Proposal - Valve 11 and Valve 3 No Open and Closing	8/2/2023	\$1,290.00	Completed

No Longer Considering

Action

24807	Mulch for Common Areas	2/24/23	\$40,000.00	
24809	Pine Straw for Common Areas	2/24/23	\$41,850.00	
	Well for Onda (soccerfield)			
24418	Add Berm from Sidewalk (Left Side on 89 Onda at Soccerfield	2/1/23	\$14,131.06	SCCDD Engineer Hired for Survey
24418r	Revision of above proposal - cost	3/13/23	\$10,559.18	SCCDD Engineer Hired for Survey
26383	Plant 100 Jack Frost Ligustrum on Pantano Vista Way (Left Side)	5/19/23	\$3,522.85	Requested by Owner, Gayle Frisca
26968	Pine Bark for Fitness Center Pool Area	6/23/23	\$4,080.51	Discussed on 7/6/23 considering pine straw
26904	Stone/Rock for Fitness Center Pool Area	6/20/23	\$41,777.52	Discussed on 7/6/23 considering pine straw
27257	Drop 8 dead trees in preserve behind 557 Rio Del Norte	7/14/23	\$5,732.71	Paul addressing with Tree Company/Completed
18105	Hide yellow poles on Glorieta with 15 gallon plants	7/18/23	\$8,939.71	Per discussion with Paul no irrigation
18098	Hide yellow poles on Glorieta with 7 gallon plants	7/18/23	\$4,537.38	Per discussion with Paul no irrigation
18104	Hide yellow poles on Antonlin with 7 gallon plants	7/18/23	\$3,822.10	Per discussion with Paul no irrigation
18106	Hide yellow poles on Antonlin with 15 gallon plants	7/18/23	\$7,451.64	Per discussion with Paul no irrigation
27273	Hide Utility Pole Right of 731 Rio Del Norte	7/17/23	\$1,378.70	Per discussion with Paul no irrigation
27629	Flower bed installation at both corners of Oleta Way and Las Calinas	8/4/23	\$1,915.73	Requested by Paul

C.

B.

1.

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

(This space reserved for Clerk)

Michael C. Eckert, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

INTERLOCAL AGREEMENT BETWEEN MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT REGARDING THE PROVISION OF MAINTENANCE SERVICES

THIS 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 maintenance of such recreational facilities; and

WHEREAS, pursuant to 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 14, 2014, and by Sweetwater Creek on May 1, 2014 ("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 Agreement and the fact that Marshall Creek employs maintenance staff, Sweetwater Creek desires to contract with Marshall Creek to provide maintenance services from time to time to its owned facilities; and

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

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Districts 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 MAINTENANCE SERVICES.** Marshall Creek hereby agrees to provide Sweetwater Creek maintenance services ~~when requested by Sweetwater Creek and when Marshall Creek can make such services available. In exchange for receiving such services, Sweetwater Creek hereby agrees to pay Marshall Creek the reasonable value of~~ facilities set forth in the services performed and the actual costs of the materials Reciprocal Usage Agreement. Such maintenance services shall be considered a “Shared Cost” as provided for in the Reciprocal Usage Agreement. If Sweetwater Creek requests such maintenance services, Marshall Creek shall direct the manner and means by which such maintenance services are performed consistent with commercially reasonable practices. ~~Nothing herein requires Sweetwater Creek to use Marshall Creek for maintenance services.~~

3. **TERM.** The term of this Agreement shall begin on October 1, 2023 and end on September 30, 2024. This Agreement shall then automatically renew at twelve (12) month intervals unless terminated.

4. **TERMINATION.** Either party may terminate this Agreement immediately with cause or sixty (60) days without cause, by giving written notice to the other party specifying the date the termination is to become effective. Any termination of this Agreement shall not release either party of its obligation to fund “Shared Costs” or any other obligations under the Reciprocal Usage Agreement.

5. **COMPENSATION.**

~~A. Payment under this Agreement shall be made monthly. Marshall Creek shall invoice Sweetwater Creek for work performed in the prior month. 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 (“Due Date”). If a Due Date falls on a weekend or other bank holiday, the payment shall instead be due and payable to Marshall Creek no later than the business day prior to the Due Date.~~

~~B.~~ The Districts agree that all expenses associated with the maintenance services identified herein shall be considered “Shared Costs” under the Reciprocal Usage Agreement. Sweetwater Creek shall not request Marshall Creek perform any work which is considered to be in the nature of a capital improvement. Should Sweetwater Creek do so, Sweetwater Creek shall bear 100% of the cost and such shall not be considered a “Shared Cost” under the Reciprocal Usage Agreement unless otherwise agreed to by the Parties in writing.

6. **CONTROL OF MAINTENANCE SERVICES.** All maintenance services required to be rendered 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, or the General Manager. However, Marshall Creek agrees to meet with a Sweetwater

Creek designee to discuss matters relating to the maintenance services provided under this Agreement upon request and agrees to promptly address reasonable concerns raised by Sweetwater Creek in connection with the same.

7. 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 maintenance 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 maintenance 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 maintenance staff.

8. PREVAILING PARTY; ATTORNEY'S FEES. If it should become necessary for either of the Districts to resort to legal action, the ~~non~~-prevailing party shall pay-be entitled to 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. Any payment or award of such attorney's fees, expenses and costs shall not be considered a "Shared Cost" under the Reciprocal Usage Agreement. No attorney fees, expenses and costs incurred by either party in connection with negotiating or enforcing this Agreement shall be considered a "Shared Cost" under the Reciprocal Usage Agreement.

9. 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.

10. 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.

11. 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 c/o Inframark, LLC 12574 Flagler Center Boulevard, Suite 101 Jacksonville, FL 32258 Attention: District Manager
---------------------------------	--

With a copy to: Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
Attention: District Counsel

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

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
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.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

~~**20. SURVIVAL.** Sections 5, 7, 8, 9, 12, 13, 19, 20, 21 and 22 of this Agreement shall survive any termination of this Agreement.~~

~~**21-20. 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.~~

~~**2221. 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.~~

~~**2322. 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.~~

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DRAFT

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

Attest:

**MARSHALL CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Asst. Secretary

Signature

Printed Name

Title

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of Marshall Creek Community Development District, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

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

Attest:

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Asst. Secretary

Signature

Printed Name

Title

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of Sweetwater Creek Community Development District, who appeared before me this day in-person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

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

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: 99

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

(C) Amount Payable: \$563.75

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 209405 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

August 03, 2023
Invoice No: 209405

Total This Invoice	\$563.75
---------------------------	-----------------

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

Professional Services rendered through July 29, 2023

Phase 01-05 Lump Sum Services

	Fee	Percent Complete	Earned	Current Billing
1. Revised MDP	2,600.00	100.00	2,600.00	0.00
2. SJRWMD Minor Modification	2,400.00	100.00	2,400.00	0.00
3. Modify Engineering Plans	7,750.00	90.3226	7,000.00	0.00
4. Regulatory Permitting/Approvals				
a. SJC DRC Submittal & Cons. Plan App.	3,250.00	100.00	3,250.00	0.00
5. Code Landscape & Tree Mitigation	3,750.00	100.00	3,750.00	0.00
Total Fee	19,750.00		19,000.00	0.00
Total Fee				0.00
Total this Phase				0.00

Phase 06 Bidding Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	4,999.90	4,999.90
Limit			5,000.00
Remaining			.10
Total this Phase			0.00

Phase 07 CEI Services

Site visit and Pay App Review and Approval

Labor

	Hours	Rate	Amount
Senior Engineer			
Lockwood, Scott 7/15/2023	.25	205.00	51.25
Lockwood, Scott 7/22/2023	2.50	205.00	512.50
Totals	2.75		563.75
Total Labor			563.75

Billing Limits			Current	Prior	To-Date
Total Billings			563.75	1,685.10	2,248.85
Limit					5,000.00
Remaining					2,751.15
				Total this Phase	\$563.75
<hr style="border-top: 1px dashed black;"/>					
Phase	XP	Expenses			
				Total this Phase	0.00
				Total This Invoice	<u><u>\$563.75</u></u>

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: 100

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

(C) Amount Payable: \$482.00

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Invoice # 7262 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

INVOICE

Invoice # 7262
Date: 08/08/2023
Due On: 09/07/2023

SWTCDD-05

SWEETWATER CREEK CDD - 2019 PROJECT CONSTRUCTION

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	GK	07/03/2023	Review pickleball court construction change orders from Hoffman Construction.	0.40	\$265.00	\$106.00
Service	GK	07/07/2023	Prepare Change Order for additional sidewalk for pickleball court construction project.	0.60	\$265.00	\$159.00
Service	JK	07/24/2023	Review correspondence re: ETM project status and permit documentation	0.20	\$310.00	\$62.00
Service	JK	07/26/2023	Review draft electrical lighting contract and edit same	0.30	\$310.00	\$93.00
Service	JK	07/27/2023	Review edits to electrical agreement and finalize same	0.20	\$310.00	\$62.00
					Total	\$482.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7262	09/07/2023	\$482.00	\$0.00	\$482.00
Outstanding Balance				\$482.00

Total Amount Outstanding	\$482.00
---------------------------------	-----------------

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**

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: 101

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

Wire instructions:

BANK	TRUIST Bank
	481 Prosperity Lake Dr.
	St. Augustine, FL 32092
	904-671-8103
	Bank Routing # 263191387
	Bank Account # 1100021150795

(C) Amount Payable: \$111,695.00

(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 2304-3.

(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

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 3

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ CONTRACTOR

PERIOD TO: 8/15/2023

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 FOR: Construction

CONTRACT DATE: 6/9/2023

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) \$ 237,343
5. RETAINAGE:
a. 5% % of Completed Work \$ 11,867
(Column D + E on G703)
b. 5% % of Stored Material \$ -
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 11,867
6. TOTAL EARNED LESS RETAINAGE \$ 225,476
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 113,781
8. CURRENT PAYMENT DUE \$ 111,695
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 226,524
(Line 3 less Line 6)

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

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:

8/14/2023 PH

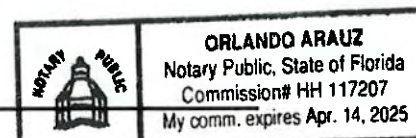
State of: Florida

County of: Duval St. Johns

Subscribed and sworn to before me

Notary Public:

My Commission expires: 4/14/2025

**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\$ 111,695

(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:

Scott Jordan Lockwood, P.E.

By:

Date:

8-16-23

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.

SOV

Palencia Pickleball Courts
Schedule of Values2304 3
8/15/2023

DESCRIPTION	SCHEDULE OF VALUES	PREVIOUS APPL	WORK IN PLACE	STORED MATERIAL	TOTAL COMPLETED TO DATE	%	BALANCE TO FINISH
1 GENERAL CONDITIONS	\$ 35,520	10,301	7,459	0	17,760	50%	17,760
2 GENERAL REQUIREMENTS-DUMPSTER, Etc	\$ 12,600	3,654	2,646	0	6,300	50%	6,300
3 MOBLIZATION	\$ 7,200	7,200	0	0	7,200	100%	0
4 PREVENTATION, CONTROLS OF EROSION	\$ 2,100	2,100	0	0	2,100	100%	0
5 STORMWATER PPP	\$ 200	200	0	0	200	100%	0
6 CLEARING AND GRUBBING	\$ 20,700	20,700	0	0	20,700	100%	0
7 EARTHWORK	\$ 29,100	26,190	2,910	0	29,100	100%	0
8 STORM DRAINAGE	\$ 72,600	10,890	61,710	0	72,600	100%	0
9 PAVING AND DRAINAGE AS-BUILTS	\$ 2,400	0	0	0	0	0%	2,400
10 RETAINING WALL	\$ 17,000	17,000	0	0	17,000	100%	0
11 PICKLEBALL COURTS	\$ 115,300	0	17,295	0	17,295	15%	98,005
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	800	0	800	100%	0
18 COURT SHADE STRUCTURE	\$ 14,400	0	0	0	0	0%	14,400
20 PLUMBING	\$ 2,900	0	2,320	0	2,320	80%	580
21 ELECTRICAL	\$ 15,000	0	10,500	0	10,500	70%	4,500
22 BUILDERS RISK / GEN LIAB.INS -FIXED	\$ 700	700	0	0	700	100%	0
23 BUILDING PERMITS	\$ 1,300	1,300	0	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	11,934	11,934	0	23,868	52%	22,032
TOTAL	\$ 452,000	119,769	117,574	0	237,343	53%	214,657

**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 \$ 111,695 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 Palencia Pickleball Courts on the job of 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: 8/14/2023

Lienor's Name: Hoffman Commercial Construction, LLC
Address: 6919 Distribution Ave S #5
Jacksonville, Florida 32256

By: *Paul Hoffman*
Printed Name: Paul Hoffman

STATE OF FLORIDA, COUNTY OF Duval.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 8/14/2023

BY: Paul Hoffman

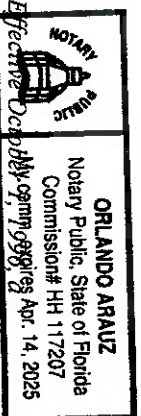
(☒) WHO IS PERSONALLY KNOWN TO ME OR

(☐) WHO HAS PRODUCED AS IDENTIFICATION AND

WHO (☐) DID (☒) DID NOT TAKE AN OATH.

NOTARY PUBLIC *[Signature]* COMMISSION NO. HH 117207

Notary Name Typed or Printed



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1998. *person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.*
10/1/1996

E.

9/7/2023

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
September 7th, 2023

To: The Board of Supervisors

From: Paul Stratton
Field Operations Manager

RE: Sweetwater Creek Operations Report – September 7th, 2023

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

Landscaping-Coordinated with Landscape team throughout the month in managing grass cutting shedule as well as weed control. Landscape manager and I will continue to respondd to any issues or resident concerns that arise. We have developed a two month plan (Sept and Oct) to identify and tighten up several areas throughout the community. We are going to focus on detail work during these months.

Irrigation-Irrigation team has run temporary mainline at the fitness center to ensure this area is being watered during Pickle Ball Court construction. We have also increased water output at the rounabout and LePalma Park. Pump repair has been scheduled for Rio Del Norte as well as on going monthly wet checks and inspections.

Tree Removal- Tree limbing will start Sept 5th-the 8th. There are also 8 dead pines scheduled to be dropped this month.

Lake maintenance- Lake maintenace team has been responsive to all requests, Algae growth has been an ongoing issue during this hot month. All requests to treat these ponds were identified and treated.

Completed Items



Removed Broken Palm at Las Calinas
Entrance

Completed Items



6 Dead/ Dying Trees Removed on Las Calinas

Conclusion

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

pstratton@rmsnf.com

Respectfully,

Paul Stratton
Riverside Management Services



FIFTH ORDER OF BUSINESS

B.

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		

D.

Sweet Water Creek CDD

Parks & Recreation

Proposal



Ovalo Ct.

- Play Structure \$13,948
- Installation/Prep \$8000
- Mulch/ADA Ramp/Edging \$6500
- Arch 2 Swing Set w/Installation \$3500
- Site Prep \$5500

Total - \$37,448



PLAY PARADE

You Pay: \$13,948

MSRP: \$27,895

Ages: 2 to 12
Use Zone: 26' x 31'
Capacity: 15-20
Fall Height: 56"



Play Parade in Lifesaver

SAVE NOW

Arch Swing Set 3 1/2" Top Rail and Legs

Also available with 5" top rail

1 Bay (2 Seats)	\$2,582	(32'x25')
2 Bay (4 Seats)	\$4,305	(32'x38')
3 Bay (6 Seats)	\$6,029	(32'x50')
4 Bay (8 Seats)	\$7,752	(32'x62')

Seat colors: red, green, blue, yellow, black, tan

Frame Fitting color: Choices below



Onda Field & Park

- Basketball Court - \$66,300
- Fence 10' Chain link - \$3800
- Play Structure - \$13,948
- Installation/Prep \$8000
- Mulch/ADA Ramp/Edging \$6500
- Arch 4 Swing Set w/Installation \$4300
- Site Prep \$35,000
- Soccer Goals \$6500
- Total - \$144,348

Basketball Court

Play Structure

Grassy Soccer Field



PLAY PARADE

You Pay: \$13,948

MSRP: \$27,895

Ages: 2 to 12

Use Zone: 26' x 31'

Capacity: 15-20

Fall Height: 56"



Play Parade in Life





Las Calinas Dog Park

- 1100 sqft fence - \$28,600
- Gate - \$700
- Dog Station – \$500
- Bench - \$1000
- Signage - \$300

- Total \$31,100

Glorieta Drive & Las Calinas Park

- Basketball Court - \$66,300
- Fence 10' Chain link - \$3800
- Play Structure - \$13,948
- Installation/Prep \$8000
- Mulch/ADA Ramp/Edging \$6500
- Arch 4 Swing Set w/Installation \$4300
- Site Prep \$5500
- Total - \$107,548
- Play Structure
- Basketball Court



SAVE NOW

PLAY PARADE

You Pay: \$13,948

MSRP: \$27,895

Ages: 2 to 12

Use Zone: 26' x 31'

Capacity: 15-20

Fall Height: 56"



Play Parade in Lifesaver



Glorieta Dr & Vale Dog Park

- 1400 sqft fence - \$36,400
- Gates (2) - \$1100
- Benches (4) - \$2000
- Dog Stations - \$1000
- Signage - \$300

- Total \$40,800

Privato Ct. Park

- Play Structure \$13,948
- Installation/Prep \$8000
- Mulch/ADA Ramp/Edging \$6500
- Arch 2 Swing Set w/Installation \$3500
- Site Prep \$5500
- Total - \$37,448



PLAY PARADE

You Pay: \$13,948

MSRP: \$27,895

Ages: 2 to 12

Use Zone: 26' x 31'

Capacity: 15-20

Fall Height: 56"



Play Parade in Life



Summary

- Ovalo Court - \$37,448
 - Onda Park & Field - \$144,348
 - Glorieta Drive - \$107,548
 - Las Calinas Dog Park \$31,100
 - Privato Park - \$37,448
 - Glorieta Drive Dog Park - \$40,800

 - Total - \$398,692
- (Includes \$35,000 in site prep for Onda Field)

Playground comments and observations:

1. Public workshop should be held (as mentioned in the previous meeting) to include public comment as to where playground and types of equipment activities should be included. Playground, basketball, pickleball, picnic tables etc...
2. All the sites covered make no accommodation for parking. Parking at the Putt Putt area (LaPalma Park on Mitad Circle) is on the street in front of houses. This is inconvenient for the residents as well as playground access.
 - a. When a court surface is placed in a park, parking has to be ADA compliant
 - b. Gravel or rough surface, which is Non-ADA compliant, will not work. This may impact Onda Park as well as other planning.
 - c. Glorieta Drive/Las Calinas park will need ADA access requirements as well to accommodate the basketball court.
3. Colors and trims. The bright red, yellow, blue, etc. colors, while fine for an elementary school, are not in keeping with Palencia typical neutral playground colors such as brown, beige, black, similar to the color scheme used at the Pirate Ship playground near the elementary school.

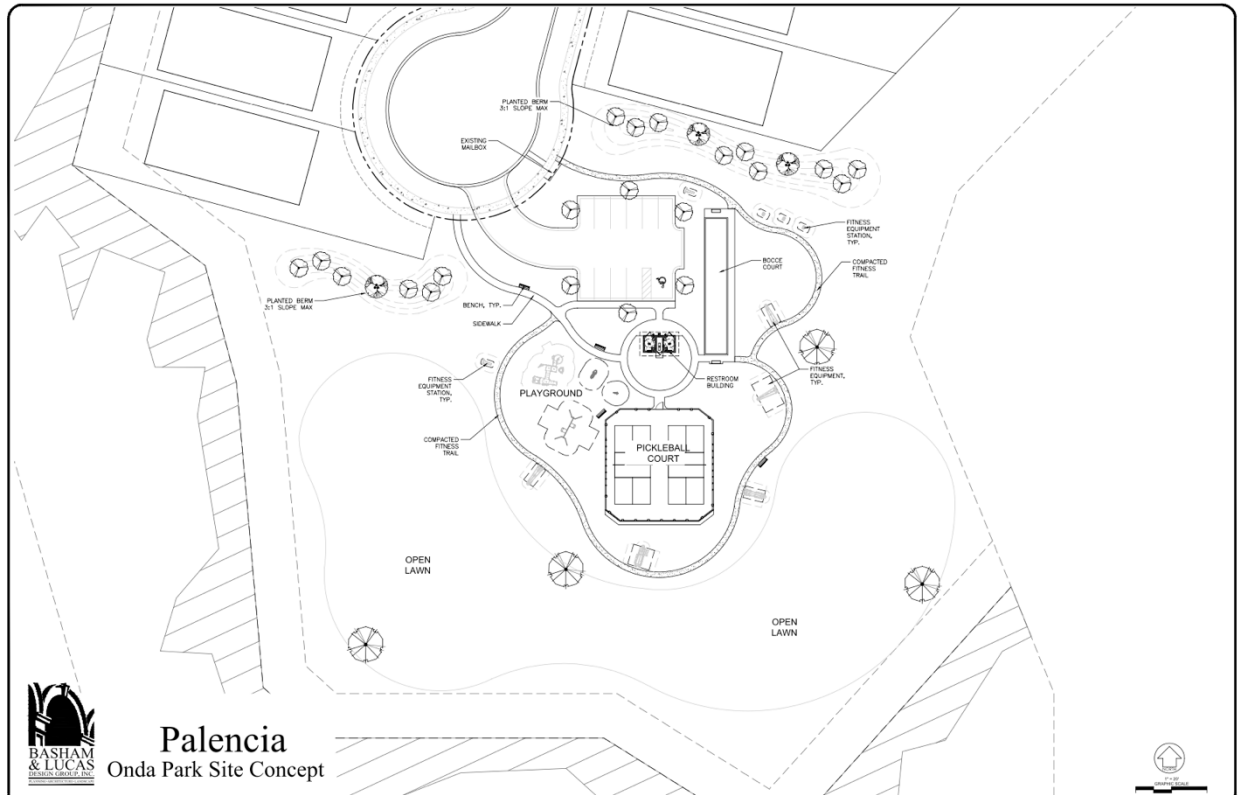
As an example I have included a couple of photos from North River Park in Marshall Creek at 100 Monarch Court. Please see picture below as example



4. The priority of the park construction should be **first** for the Onda Park and then Glorieta – LasCalinas park followed by Privato and then dog parks.

On the following page I have included a drawing from the Onda Park submission (5-23-2019) which shows compliant parking and layouts for the area. We should consider this format and idea as the first park we construct as it will alleviate the drainage problem and build a park for our residents. This facility would be a daytime facility only. I submit this as an idea we should review and price.

This park format parks ten cars and 1 ADA compliant park space, a compacted fitness trail, Bocce Court, physical outdoor training area, children playground equipment, two pickleball courts, fitness stations around the trail, and open lawns for soccer, ball sports etc. (bathroom optional but it would be nice to price it out)



I would recommend placing the cash forward to actual parks which will be utilized by a wide range of residents rather than \$71,000 for two dog parks.

Thanks
John Smith -Seat 2 SWCDD
770-841-4800

Fencescape, Llc

450-106 S.R. 13 North #402 St.

Johns, FL 32259

904.465.0423

August 30, 2023

Proposal/Invoice for:

Attn: Paul Stratton, Operations Manager

Riverside Management Services, Inc.

9655 Florida Mining Boulevard, Bldg. 300 #305

Jacksonville, Florida 32257

Ofc. 904.288.7667/Cel. 315.726.2975

C/o: Las Calinas Dog Park

1187 Las Calinas Boulevard

St. Augustine, Florida 32095

Fence work scope is as follows:

Supply labor materials & equipment to build and install 621 linear feet of 48" tall commercial 3-line black aluminum fence with two (2) 4' wide access gates at future dog park per customer provided information. All posts will be set with concrete. Gates will have heavy duty hinges and latching hardware. New fence comes with a life time warranty from the manufacturer.

Total cost: \$20,512.00

Note: Cost for commercial 5' tall fence in lieu of 4' tall 3-line is \$22,064.00

Payment Requirements: Signed Proposal and 50% deposit, balance will be due upon job completion.

I/We the owner/agent of the premises mentioned herein, hereby contract with you and authorize you as the contractor, to furnish all necessary labor and materials to construct the improvements described herein. In the event the payment is not made as specified, the company reserves its right to exercise the provisions provided for under the Florida mechanics lien law. All expenses associated with collection, including but not limited to, attorney, court fees, and association costs. All materials are guaranteed as specified. **Fencescape Llc, warranties our installation up to one year. We offer NO warranties on wood fencing materials. Wood is a natural product and is guarantied to crack, split, warp, shrink, mildew, twist and discolor.** All work is to be completed in a workmanlike manner in accordance with industry standards. Any alteration or deviation from the above specifications involving extra costs will be an extra charge over and above the agreed upon price, including a reasonable charge for additional profit and overhead. Additions, changes or deviations will not be executed without written orders by the owner or owner's agent. **The owner/agent accepts full responsibility for locating, staking, and clearing fence lines as well as deed or subdivision restrictions.** Fencescape Llc. is not liable for damages of any nature due to underground obstructions. In consideration of said work and services by the contractor, the owner/agent accepts the specifications and terms of this agreement. **This Proposal is valid for 10 days.**

Owner/Agent: X_____

F.

ADDENDUM

SUPPLEMENTARY CONDITIONS RELATING TO FEDERAL STANDARDS

The following supplementary conditions are required to ensure compliance with the standards of the Federal Emergency Management Agency ("FEMA"). Unless otherwise stated herein, the terms used in this Addendum have the meanings stated in the agreement to which this Addendum is attached. As used herein, the term "Contract" means the Agreement identified below together with this Addendum.

Agreement: *Landscape & Irrigation Maintenance Services Agreement*, dated October 1, 2021.

1. REMEDIES

- a. A default by either party under the Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance.
- b. In the event that either party is required to enforce the Contract by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- c. The District shall be solely responsible for enforcing its rights under the Contract against any interfering third party. Nothing contained in the Contract shall limit or impair the District's rights to protect such rights from interference by a third party.
- d. The Contract and the provisions contained therein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to the Contract shall be in St. Johns County, Florida.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Either party may terminate the Contract by providing thirty (30) days' written notice of termination for convenience. The District may terminate this Contract immediately for cause. Upon any termination of the Contract, the Contractor shall be entitled to payment for all authorized services rendered up until the effective termination of the Contract, subject to whatever claims or offsets the District may have against the Contractor as the sole means of recovery for termination.

3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The Contractor acknowledges that FEMA financial assistance may be used to fund the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. CHANGES

All changes, modifications, change orders, or constructive changes must be made in accordance with the terms of the Contract. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Notwithstanding anything to the contrary, the District will review all proposed changes, modifications, change orders, or constructive changes to ensure they meet the aforementioned conditions, and reserves the right to reject any proposed change that fails to satisfy the aforementioned conditions. The Contractor agrees to provide written documentation in connection with any change prior to commencement of the work associated with the change, confirming that: (1) the change is within the scope of the District's FEMA funding, (2) the change is reasonable under the circumstances, and (3) the Contractor will provide cost documentation of all requested changes, including any markup for overhead and profit as a separate element of the price.

5. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractors must comply with the following, and include these provisions, in full, into any subcontracts:

- a. *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5 the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. § 5.5.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. § 5.5.
- e. *Further Compliance with the Contract Work Hours and Safety Standards Act:*
 - i. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 - ii. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by

authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. CLEAN AIR ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to any higher-tier recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. FEDERAL WATER POLLUTION CONTROL ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. SUSPENSION AND DEBARMENT

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. By entering into this Contract, Contractor certifies that neither it, nor its principals, nor its affiliates are excluded or disqualified as defined above. Contractor additionally certifies that no event has occurred and, to the knowledge of Contractor, no condition exists that may reasonably be expected to result in the debarment or suspension of Contractor from any contracting with the Government, and Contractor nor any subsidiary of Contractor has been subject to any such debarment or suspension prior to the date of this Contract. No Government investigation or inquiry involving fraud, deception or willful misconduct has been

commenced in connection with any Government Contract of Contractor or a Subsidiary or any activities of Contractor or any subsidiary. This certification is a material representation of fact relied upon by the District. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall certify as to the representations in Exhibit A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

11. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. DOMESTIC PREFERENCE FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and

polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Additionally, all documents of any kind provided to the District in connection with the Contract may additionally be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law, as more fully described in the Contract. The Contractor agrees to comply with such laws and cooperate in retaining such records for the applicable time periods.

14. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The Contractor shall include this provision in any subcontracts.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

17. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In procuring any necessary subcontracts, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As specified in 2 C.F.R. § 200.321(b), affirmative steps **must** include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the District a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the District or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the District's data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Contract in formats acceptable by the District.

19. BONDS

- a. To the extent this Contract is a contract or subcontract for construction or facility improvement exceeding \$250,000, Contractor shall provide a payment bond and a performance bond for 100% of the Contract price.
- b. Such payment and performance bonds shall be on a form acceptable to the District.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date indicated below.

**DUVAL LANDSCAPE
MAINTENANCE, LLC**

Signature

Title

Date

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**



Signature

CHAIRMAN

Title

8/30/23

Date

EXHIBIT A
CERTIFICATION REGARDING LOBBYING

By signing below, the undersigned certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. By signing below, the Contractor certifies or affirms the truthfulness of each statement in the above certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT B PROPOSAL

EMERGENCY CLEAN-UP SERVICES

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

- A. Debris removal personnel unit costs:
- | | | |
|-------------------------------|-----------------|-----|
| <u>Fully equipped laborer</u> | \$ <u>65.00</u> | per |
| <u>Hour</u> | | |
| <u>Hour</u> | \$ _____ | per |
| <u>Hour</u> | \$ _____ | per |
- B. Debris removal equipment unit costs:
- | | | |
|---------------------------------|------------------|-----|
| <u>Backhoe/Front End Loader</u> | \$ <u>100.00</u> | per |
| <u>Hour</u> | | |
| <u>Skid Steer Loader</u> | \$ <u>100.00</u> | per |
| <u>Hour</u> | | |
| <u>Chipper</u> | \$ <u>75.00</u> | per |
| <u>Hour</u> | | |
- C. Other emergency/disaster related unit costs:
- | | | |
|-----------------------------------|---------------------------------|-----|
| <u>Disposal Fee</u> | \$ <u>40/cy</u> | per |
| <u>Hour</u> | | |
| <u>Subcontractor Costs</u> | \$ <u>Proposed as requested</u> | per |
| <u>Hour</u> | | |
| <u>Specialty Rental Equipment</u> | \$ <u>100.00</u> | per |
| <u>Hour</u> | | |

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