

*Sweetwater Creek
Community Development District*

Agenda

October 5, 2023

AGENDA

**Sweetwater Creek
Community Development District**

475 West Town Place, Suite 114

St. Augustine, Florida 32092

www.SweetwaterCreekCDD.com

September 28, 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, October 5, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Staff Reports
 - A. District Engineer
 - 1. Ratification of Requisitions 102-104
 - 2. Update on County Main Line Improvement
 - B. Landscape Team – Maintenance Report
 - C. District Counsel – Update on the Interlocal Agreement
 - D. District Manager
 - E. Field Manager – Report
 - F. Director of Amenities – Report
- IV. Approval of the Consent Agenda
 - A. Minutes of the September 7, 2023 Meeting
 - B. Financial Statements
 - C. Check Register
- V. Business Items
 - A. Consideration of Workshop to Discuss Parks

- B. Ratification of Envera Agreement (to be provided under separate cover)
 - C. Ratification of Agreement with Riverside Management Services for Amenity and Field Management Services
 - D. Update on Drainage Swale Project and Ratification of Agreement (agreement to be provided under separate cover) (Supervisor Smith)
 - E. Ratification of Adding Worker's Comp Insurance to Policy
 - F. Consideration of Proposals for Pool Maintenance Services
 - G. Updates on Pickleball Courts (Supervisor Smith)
 - Discussion of Reservation System
 - H. Discussion of Safety Items – Las Calinas Boulevard
 - Traffic Safety Mirrors (Supervisor Smith)
 - Pedestrian Crosswalks (Supervisor Usina)
 - I. Consideration of Pickleball Court Furniture
- VI. Other Business
- VII. Supervisor Requests / Public Comment
- VIII. Next Scheduled Meeting – Thursday, December 7, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- IX. Consideration of Proposals for Security System*
- 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.

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

THIRD ORDER OF BUSINESS

A.

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: 102

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

(C) Amount Payable: \$820.00

(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 # 209910 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

September 01, 2023

Invoice No: 209910

Total This Invoice	\$820.00
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Project 05010.24000 Sweetwater Creek CDD (WA #13) Pickleball Courts Addition & Modifications

Professional Services rendered through August 26, 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

Deal with pickleball grading issues and meet onsite with contractor/surveyor

Labor

	Hours	Rate	Amount	
Senior Engineer				
Lockwood, Scott 8/26/2023	4.00	205.00	820.00	
Totals	4.00		820.00	
Total Labor				820.00

Billing Limits			Current	Prior	To-Date
Total Billings			820.00	2,248.85	3,068.85
Limit					5,000.00
Remaining					1,931.15
Total this Phase					\$820.00
Phase	XP	Expenses			
Total this Phase					0.00
Total This Invoice					<u>\$820.00</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: 103

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

(C) Amount Payable: \$673.08

(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 # 7481 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 PLLC

P.O. Box 6386
Tallahassee, Florida 32314

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

SWTCDD-05

SWEETWATER CREEK CDD - 2019 PROJECT CONSTRUCTION

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	GK	08/02/2023	Review Notice to Owner regarding pickleball construction project and prepare response to the same.	0.60	\$265.00	\$159.00
Service	JK	08/02/2023	Review NTO response and status of bonds; ocnfer re: same	0.20	\$310.00	\$62.00
Service	GK	08/04/2023	Confer with P. Hoffman regarding Notice to Owner, payment and performance bonds.	0.20	\$265.00	\$53.00
Service	JK	08/09/2023	Review NTO letter and confer with staff on same	0.20	\$310.00	\$62.00
Service	GK	08/09/2023	Review Notice to Owner and prepare resposne to the same; confer with Hoffman Commercial Construction regarding recording of bonds.	0.50	\$265.00	\$132.50
Service	JK	08/18/2023	Review NTO responses; review federal lien document; confer with team on same	0.30	\$310.00	\$93.00
Service	GK	08/21/2023	Review Notice to Owner from Sunbelt Rentals and prepare response.	0.40	\$265.00	\$106.00
Expense	AL	08/21/2023	US Mail: US Mail- Letter Response to Notice to Owner Radiant Electric	1.00	\$3.75	\$3.75
Expense	AL	08/21/2023	US Mail: US Mail Notice to Owner 4K Construction	1.00	\$1.83	\$1.83

Total \$673.08

INVOICE

Invoice # 7481
Date: 09/14/2023
Due On: 10/14/2023

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7481	10/14/2023	\$673.08	\$0.00	\$673.08
Outstanding Balance				\$673.08
Total Amount Outstanding				\$673.08

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

Please pay within 30 days.

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

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(A) Requisition Number: 104

(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: \$119,712.00

(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 2304-4.

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

The undersigned hereby certifies that:

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connection with the acquisition and construction of the Series 2019 Project and each represents a Cost of the Series 2019 Project, and has not previously been paid

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**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Authorized Officer

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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 4

Distribution to:

☒ OWNER
☒ ARCHITECT
☒ CONTRACTOR

PERIOD TO: 9/15/2023

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 \$ 8,512
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 460,512
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 363,356
5. RETAINAGE:
a. 5% % of Completed Work \$ 18,168
(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) \$ 18,168
6. TOTAL EARNED LESS RETAINAGE \$ 345,188
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 225,476
8. CURRENT PAYMENT DUE \$ 119,712
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 115,324
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ 8,512	\$ -
TOTALS	\$ 8,512	\$ -
NET CHANGES by Change Order	\$ 8,512	

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: 9/15/2023

State of: Florida

County of: Duval

Subscribed and sworn to before me

Notary Public:

My Commission expires:



GREGORY BRYAN UHRICH
Notary Public, State of Florida
Commission# HH 384010
My comm. expires Apr. 06, 2027

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 \$ 119,712

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

ARCHITECT:

By:

Date:

9-25-23

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 Values

2304 4

9/15/2023

DESCRIPTION	SCHEDULE OF VALUES	PREVIOUS APPL	WORK IN PLACE	STORED MATERIAL	TOTAL COMPLETED TO DATE	%	BALANCE TO FINISH
1 GENERAL CONDITIONS	\$ 35,520	17,760	8,880	0	26,640	75%	8,880
2 GENERAL REQUIREMENTS-DUMPSTER, EC	\$ 12,600	6,300	3,150	0	9,450	75%	3,150
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	29,100	0	0	29,100	100%	0
8 STORM DRAINAGE	\$ 72,600	72,600	0	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	17,295	80,710	0	98,005	85%	17,295
12 SEED AND MULCH	\$ 2,000	0	0	0	0	0%	2,000
13 FENCING	\$ 32,500	0	4,875	0	4,875	15%	27,625
14 SOUND FENCING	\$ 2,680	0	0	0	0	0%	2,680
16 CONCRETE SIDEWALKS AND FOUNDATIO	\$ 11,500	0	7,475	0	7,475	65%	4,025
17 IRRIGATION REPAIRS	\$ 800	800	0	0	800	100%	0
18 COURT SHADE STRUCTURE	\$ 14,400	0	7,200	0	7,200	50%	7,200
20 PLUMBING	\$ 2,900	2,320	580	0	2,900	100%	0
21 ELECTRICAL	\$ 15,000	10,500	750	0	11,250	75%	3,750
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 CO #1 FOR ADDITIONAL SIDEWALK	\$ 8,512	0	0	0	0	0%	8,512
25 P&P BOND	\$ 7,600	7,600	0	0	7,600	100%	0
26 HCC FEE AND OVERHEAD	\$ 45,900	23,868	12,393	0	36,261	79%	9,639
TOTAL	\$ 460,512	237,343	126,013	0	363,356	79%	97,156

**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 \$ 119,712 and conditioned upon payment of check number _____ issued to the undersigned by Sweetwater Creek CDD in said amount, waives and releases its lien right to claim a lien for labor, services, or materials furnished to _____ on the job of Palencia Pickleball Courts to the following described property:

Palencia Pickleball Courts

1879 N. Loop Parkway

St. Augustine, FL 32095

HCC Project # 2304

Owner's Project # _____

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

Dated On: 9/15/2023

Lienor's Name: Hoffman Commercial Constructon, LLC

Address: 6919 Distribution Ave S #5

Jacksonville, Florida 32256

By: _____

Printed Name: Paul Hoffman

STATE OF FLORIDA, COUNTY OF Duval

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 9/15/2023

BY: Paul Hoffman

(☒) WHO IS PERSONALLY KNOWN TO ME OR

(☐) WHO HAS PRODUCED _____ AS IDENTIFICATION AND

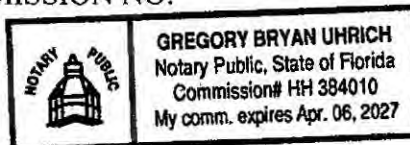
WHO (☐) DID (☒) DID NOT TAKE AN OATH.

Gregory Bryan Uhrich
NOTARY PUBLIC

HH384010

COMMISSION NO.

Gregory Bryan Uhrich
Notary Name Typed or Printed



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

PARTIAL WAIVER AND RELEASE

The undersigned lienor, in consideration of the sum of \$ 59,909.40 the receipt of payment is acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through August 31, 2023 to Hoffman Commercial Construction, LLC on the job of Palencia Pickleball Courts, Palencia Fitness Center for the job located on the following described property:

Palencia Pickleball Courts

Palencia Fitness Center

1865 N. Loop Parkway

St Augustine, FL 32095

HCC Project # 2304

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

DATED on August 14, 2023

Lienors Name: 4K Construction, Inc.
PO Box 17363
Jacksonville, FL 32245

BY: Steve Klem

Steve Klem, Vice President

Note: this is a statutory form prescribed by Section 713.20 Florida Statute (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver of release that is different from the statutory form.

WAIVER AND RELEASE OF LIEN OR BOND
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$10,000.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (Date) September 15, 2023 to (customer) Hoffman Construction on the job of (project) Palencia Pickleball the following described property:

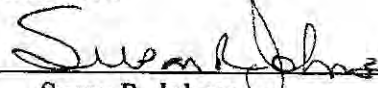
1879 N. Loop Pkwy
St Augustine, FL 32095

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

Dated On September 15, 2023




Radiant Electric, Inc.
P.O. Box 600830
Jacksonville, FL 32260
904-268-2655

By 
Susan R. Johnson
Vice President

State of FLORIDA
County of DUVAL

Sworn to and Subscribed before me this 15th day of September, 2023.


Notary Public
Danielle Tyler

Personally known X or Produced Identification _____

Identification _____

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.
10/1/96



Sunbelt Rentals, Inc.
2015 Directors Row
Orlando, FL 32809
lienrelease.region5@sunbeltrentals.com

UNCONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN


RADIANT ELECTRIC INC
PO BOX 600830
JACKSONVILLE, FL 32260

The undersigned lienor, in consideration of the sum of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 8/25/2023 to RADIANT ELECTRIC INC on the job of: SWEETWATER CREEK CDD to the following property:

PALENCIA PICKLEBALL Job# PALENCIA PICKLEBALL
1865 N LOOP PKWY
ST AUGUSTINE, FL 32095

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

Dated: 9/18/2023

By:  (Seal)
Danny Chipp, Regional Credit Manager
Sunbelt Rentals, Inc.
CRFS# 12506206 Waiver# 1393980 Cust# 433571



STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me, by means of (☒) physical presence or () online notarization, this
18th day of September, 2023, by Danny Chipp



(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Personally Known] OR Produced Identification

Type of Identification Produced: _____

Completed By: tallen

WORK AUTHORIZATION NO. 14
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
CONTINUING SERVICES

Scope of Work

England-Thims & Miller, Inc. shall provide continuing consultant services as the Engineer for the District on an as needed basis. This includes but not limited to requested infrastructure inspections, engineering recommendations and CDD meeting attendance.

FEE **HOURLY RATES**
(Budget Estimate - \$20,000.00)

The outlined services shall be performed on a time and material basis at our current hourly rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2023*

<u>POSITION</u>	<u>HOURLY RATE</u>
CEO/CSO.....	\$400.00 /Hr.
President.....	\$350.00 /Hr.
Executive Vice President.....	\$335.00 /Hr.
Vice President	\$260.00 /Hr.
Senior Engineer/ Senior Project Manager.....	\$215.00 /Hr.
Project Manager.....	\$200.00 /Hr.
Director.....	\$185.00 /Hr.
Engineer.....	\$175.00 /Hr.
Assistant Project Manager	\$155.00 /Hr.
Senior Planner /Planning Manager.....	\$200.00 /Hr.
Senior Environmental Scientist.....	\$215.00 /Hr.
Planner.....	\$163.00 /Hr.
CEI Senior Project Engineer.....	\$230.00 /Hr.
CEI Project Manager/Project Administrator.....	\$184.00 /Hr.
CEI Senior Inspector.....	\$163.00 /Hr.
CEI Inspector	\$132.00 /Hr.
Senior Landscape Architect.....	\$184.00 /Hr.
Landscape Architect.....	\$165.00 /Hr.
Senior Technician/Senior Specialist.....	\$163.00 /Hr.
GIS Program Manager.....	\$180.00 /Hr.
GIS Analyst	\$140.00 /Hr.
GIS Consultant.....	\$150.00 /Hr.
Senior Engineering Designer / Senior LA Designer.....	\$160.00 /Hr.
Engineering Intern	\$140.00 /Hr.
Engineering/Landscape Designer.....	\$140.00 /Hr.
CADD/GIS Technician.....	\$132.00 /Hr.
Project Coordinator / CSS.....	\$100.00 /Hr.
Administrative Support.....	\$95.00 /Hr.

*ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year.

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Approval

Submitted by:  Date: 10/4/2023
England-Thims & Miller, Inc.

Approved by: _____ Date: _____
Sweetwater Creek Community Development District

B.



**DUVAL
LANDSCAPE
MAINTENANCE, LLC**

With

**Sweetwater Creek
Community Development
District**

**Monthly Reporting
October 2023**



DUVAL LANDSCAPE MAINTENANCE, LLC

Monthly Reporting October 2023

In Progress:

1. Sod repairs throughout the community, see attached spreadsheet for completed areas. Additional repairs will be completed during October 2023.
2. Final 2023 flower rotation scheduled for December 1, 2023.
3. September/October Checklist for Common Areas.

Completed:

1. Glorieta Berm and Sod Repair, approved proposal number 27285.
2. Sod repairs to several tree rings, approved proposal number 28024.
3. September/October Checklist for Amenity Center Landscaping - remove all dead material, pine straw tightened up and cleared from sidewalks. Grasses on the left side of the entrance were removed for safety reasons.
4. Grasses trimmed on the left side of the entrance to Lazo for safety reasons.

Upcoming:

1. Trimming of all grasses (starting in December).
2. During October, pine straw re-fresh application.

Attachments:

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

Thank you,

YOUR DUVAL TEAM

Mary Marchiano
Account Manager

Michael Wooldridge
Branch Manager

Joshua Boucher
Irrigation Manager

Torre Dunham
Fertilization Manager

9/26/2023

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	Yes	
Corner of Las Calinas and Otero Point between fire hydrant and street light	Yes	
Corner of Las Calinas and Enrede at Stop Sign on Left of Las Calins side of road as you enter community	Fertilization Treatment Cured Areas	
Corner of Las Calinas and Calle de Paz	Fertilization Treatment Cured Areas	
Corner of Las Calinas and Ceja Way	Fertilization Treatment Cured Areas	
Across from Dosel to Codo between street and walkway	Yes	
Along Las Calinas between Doseal and Codo and Dosel Side (patch cinch bug damage)	Yes	
Along Las Calinas between Dosel and Codo, Dosel Side patch cinch bug damage	Yes	
On Las Calinas by Pole 355655551 - left side of street if going to Roundabout before Glorieta Drive	Yes	
On Las Calinas on right if leaving community before Glorieta Drive	Yes	
Corner of Glorieta Drive Left Side and Bern (2areas)	Fertilization Treatment Cured Areas	
Corner of Las Calinas and Ovalo Court (2 areas)	Yes	
Ovalo Court as you turn onto it from Las Calinas	Not possible to sod, no irrigation	
If leaving the community from Glorieta and Las Calinas, on left before roundabout (cinch bug damage)	Fertilization Treatment Cured Areas	
At speed limit sign on ensenada	Yes	
Medio Entrance (right side) at Ensenada between Stop Sign and Medio	Yes	
Medio Entrance (left side) at Ensenada between sidewalk and 25 mph sign	Yes	
Curblin on Ensenada by Torcidio/Medio Entrance	Yes	
Corner of Rincon and Ensenada	Yes	
Torcide (3 areas) sod died once already from lack of irrigation	Yes	
As you Exit Community on Right Side before Battersea (newly maintained area)		October 2023
Tree Rings (Approved Proposal 28024)	Yes	
Glorieta Berm - Right Side (Approved Proposal 27285)	Yes	
Added Below Areas: September 22 2023		
Ensenada between berms on right from Roundabout		October 2023
Ensenada before Rincon		October 2023
Ensenada between Medio and Rincon (left side of Street) - treated for cinch already, did area come back		October 2023
Front of La Parma Park Sign - stressed from not enough irrigation		October 2023

From: Paul

D = Duval

September/October Checklist

Amenity Center Planned Maintenance

- painting poles and signs (Marshall Creek)
- pressure washing (Marshall Creek)
- gutter cleaning
- entrance sign (paint or coat)
- Metal Roof-Cleaning
- Inspect up lighting, paint

Landscaping - Amenity Center

- (D) -remove all dead material/trees (Count) - completed
- thin out grasses/transplant if possible -
- (D) -tighten up pine straw (clear from sidewalks) - completed
- palm tree trimming (contract out)
- address entrance trees

Landscaping - Community Wide Neighborhood Entrances, Roundabouts, Medians and Main Focal Points

- (D) -remove dead material (Count)
- (D) -weed control
- (D) -tighten up pine straw w/ October Pine Straw Refresh
- (D) -thin out grasses (transplant if possible) December - Grasses Trimming
- (D) -trim vines
- (D) -identify sod issues and replace/repair - see list

**Sweetwater Creek CDD
Irrigation Report
September 2023**

All irrigation was checked for the month of September 2023. No major issues other than one valve not operational on Las Calinas. The Rio del Norte pump will be fixed in the last week of September. Still need to figure out a pump situation at the Onda Soccerfield.



Duval Landscape

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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		9/25/2023									
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											2	x				Right of endrede
2	r	x	x	x											x				Right of endrede back sidewalk
3	s	x	x												x				Middle btw endred + Roundabout
4	r	x	x												x				Back of sidewalk left roundabout
5	s	x	x												x				Btw curb and sidewalk Left
6	s	x	x												x				Left of the roundabout



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Irrigation Technical Inspection Report

[illegible]

Duval Landscape



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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 Guage	Y	N	Source	Meter	Well	Date	9/25/2023						
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				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											2	x				Along sidewalk right side	
7	s	*	*																Back sw ovalo las calinas	
8	r	x	x											x					Both sides of road at lakes	
9	s	x	x											x					Left side of Oleta	
10	s	x	x											x					Along left side BTW Oleta+Glorieta	
11	s	x	x											x					Along curb lift to oleta	
12	s	x	x											x					Along sidewalk lift to oleta	
13	s	x	x											x					Back sidewalk lift to oleta	
14	r	x	x									1		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											x					Left of dosel	
21	r	x	x											x					Back of sidewalk across controller	
22	s	x	x							1				1	x				Right of codo	
23	s	x	x											x					Left of lift station	

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



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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	9/26/2023						
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																			



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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		9/25/2023									
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	x				Btw curb and sidewalk lft brasilia
3	r	x	x											x					Back curb left of brasilia
4	s	x	x						1					x					Right corner of brasilia
5	r	x	x											x					Back of sidewalk right side
6	s	x	x											x					Btw curb and sidewalk Right
7	r	x	x									1		x					Back of sidewalk right side



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Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater						
Location	Rght of circle		Location	Right of circle		Location	Right of round about						
Type	RB		Size			Technician	Preston						
Rain Guage	Y	N	Source	Meter	Well	Date	9/25/2023						
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											x					Center of round about	
2	s	x	x											x					Along curb right of lazo court	
3	s	x	x											x					Along sidewalk left of enrede	
4	s	x	x	x										x					Right of lazo along sidewalk	
5	s	x	x	x					1					2	x				Left of Lazo to roundabout	
6	r	x	x											x					From lazo to roundabout	
7	s	x	x											x					Right side of roundabout	
8	r	x	x											x					Along berm on Ensenada	
9	s	x	x											x					Right side between curb and walk	
10	r	x	x											x					Along berm on Ensenada	
11	s	x	x											x					NA	
12	r	x	x											x					Along berm on Ensenada	
13	s	x	x											x					Right side at bend	
14	s	x	x											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									1		x					Between enrede and medio	
18	s	x	x											x					Left of enrede	
19	s	x	x											x					Right of medio on corner	
20	s	x	x											x					Left of park entry	
21	s	x	x											1	x				Left side along Endenada	
22	s	x	x											x					Back sidewalk on Ensdenada	
23	s	x	x											x					Left side along Endenada	

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



Duval Landscape
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Duval Landscape

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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	9/26/2023						
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						1					1	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											2	x				Parking island palm island
10																			
11																			
12	s	x	x												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												x				Park



Duval Landscape

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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		9/26/2023									
Power on		Y	N				Program		A	B	C								
General Information			Backflow					Start Times		10:00 PM	12:00 PM								
Valve Type			PRV		Y	N	Run Time		1H40M	30Min									
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																			
2	r	x	x											x					Island back of Del norte
3	s	x	x	x					1					2	x				Both sides at stop sign
4	r	x	x	x								1		x					Right side back of sidewalk
5	r	x	x											x					Island at mailboxes



Duval Landscape

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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	9/26/2023						
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						1				1	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												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									1			x				Esmeralda Back S/W Entry
18	s	x	x												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]

E.

10/5/2023

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
October 5th, 2023

To: The Board of Supervisors

From: Paul Stratton
Field Operations Manager

RE: Sweetwater Creek Operations Report – October 5th, 2023

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

Monthly Summary

Landscaping

-several areas along Las Calinas have had sod repairs. Some areas may need to be revisited at DuVal's cost depending on appearance or failure to take. The landscape team has been completing detailed work at neighborhood entrances as well as all focal points. This will be an ongoing effort. Mary and I continue to drive the community weekly and communicate as needed.

Irrigation

-The irrigation team has been monitoring all of the controllers and responding requests for minor repairs

Lake Maintenance

-Over the last month 3 lakes have needed additional treatment. These areas were treated as needed.

Tree Trimming and Removals

-Taylor tree has completed the tree trimming project as well as dropped 8 dead pines.

Onda Lane

Scott Lockwood has revised the plans at Onda Lane due to unforeseen underground utilities. John Smith and I are working with AL Dirt Works on this. The swale is to be moved a few feet over and dug as originally planned.

Fitness Center

-Fitness center parking lot has been completed. I am working on getting appropriate signage for this area. I am also obtaining proposals for pressure washing and palm tree trimming. I will have these ready when needed.

Rincon Drainage

-Engineer has located drains. Working on getting drains inspected.

Completed Items



Corner of Las Calinas and Glorietta
Enhancement

Completed Items



Fitness Center parking Lot Completed

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



F.

From: Erin Gunia egunia@rmsnf.com
Subject: Ops Report for September
Date: September 27, 2023 at 12:40 PM
To: Howard "Mac" McGaffney hmcgaffney@gmsnf.com, chogge@gmsnf.com



Fitness Center:

Additional Parking Lot was completed. We will have staff from both Sweetwater and Marshall Creek parking in that area.

Stair Master was replaced.

A console on a treadmill was replaced. There were issues with the tv. What was discovered was that during the install a screw was put through a cable. This was under warranty.

Tai Chi class began.

Demos for Court Reservation systems were watched. I am currently checking on other options.

Annual maintenance of all Strength Equipment was done. A list of small repairs was invoiced. Some pads had cracks and we need a new cable for the multi-use equipment. Those parts have been ordered and the work will be scheduled asap.

Small equipment and office supplies were purchased: dumbbells, ear phones (for testing ports on cardio), post-its etc

Pickleball furniture was picked out and the ordering process has begun.

The Painting contract was submitted to legal.

Mr. Smith and I did further research on Security Camera estimates and needs. Three companies gave estimates. We are making sure all of the are reflective of exactly what we need.

IT closet assessed for current and increased needs of the facility

Data collection for gym attendance began.

Interview of Janitorial candidate-full time position

Pool:

Pool inspection occurred We passed with one new requirement. That has been rectified.

Estimates for pool maintenance from Big Z pools and Aresenault received.

Estimate for pool drain maintenance received. Scheduled.

Maintenance:

Light bulb replacement. repair of light fixture by front door. leaking toilet. front door was sticking.

...checked AC for increase in temp in Lobby. There wasn't an issue. Just the door being opened a lot on hot days.

Pool heaters have been turned on. We will keep them on until approximately April when the pool can sustain 82 degrees without assistance.

My last day working for MCCDD was September 4th. Thank you for hiring me!

Sent from [Mail](#) for Windows

FOURTH ORDER OF BUSINESS

A.

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

The regular meeting of the Board of Supervisors of the Sweetwater Creek Community Development District was held on **Thursday, September 7, 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:

Howard McGaffney	District Manager, GMS
Jennifer Kilinski <i>by Zoom</i>	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
Jim Oliver	GMS, LLC
Mary Marchiano	Duval Landscape
Josh Boucher	Duval Landscape

The following is a summary of the discussions and actions taken at the September 7, 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

Bob Denman thanked the Board for approving the construction of the pickleball courts and asked if it would be possible to build at least two more courts in off of Onda.

THIRD ORDER OF BUSINESS

Approval of the Consent Agenda

A. Minutes of the August 3, 2023 Meeting

A copy of the minutes of the August 3, 2023 meeting was included in the agenda package.

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. Usina, with all in favor, the Consent Agenda was approved 5-0.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Landscape Team – Maintenance Report

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

Mr. Cervelli questioned if irrigation is really being checked throughout the CDD on a regular basis. He also stated that he has received complaints from residents on the mowing of the CDD controlled areas.

Ms. Marchiano explained that when it is very hot, it is not good to mow the grass in areas that are not irrigated, which is almost every single pond bank in the community.

Mr. Usina stated that there is a picture of a controller and valves on Onda and he was under the impression that Onda had more irrigation than just on the one side.

Ms. Marchiano stated that it does have irrigation heads, but there is no water because the water is supplied by the irrigation swale and there is no water in the swale, so it can't be turned on, hence the proposal provided previously for a shallow well.

Mr. Usina asked if an additional well can be installed on Onda.

Mr. Lockwood responded that a shallow well could be installed with a permit, however he cautioned that shallow wells may not produce enough water. Water could be pulled from the stormwater pond, however it would need to be replenished to avoid a "bathtub ring".

Mr. Usina also stated that the pine straw, especially on the roundabout and the area along Ensanada has a greyish color and asked when it will be replenished.

Ms. Marchiano responded that her team is working on pulling out all of the dead material from September through October and at the same time they're working on pulling plants that have planted themselves in beds that don't match.

B. District Counsel

Ms. Kobitter informed the Board that a pre-trial conference was held in regard to the small claims case with Sports Surfaces and the next step is to set the case for trial. She asked the Board if they'd like to hold an attorney-client shade session at the next meeting to discuss the litigation.

The Board members agreed that a shade session is not needed.

Ms. Kobitter also reported that a memorandum on the St. Johns County safety zone ordinance was sent out to the Board and noted the updated ordinance is set to be heard on September 19, 2023.

Mr. Handler asked what the initial payment was for the small claims case and what legal costs have been accumulated so far.

Ms. Kilinski stated that the total is at about \$8,000 in legal expenses and noted there will be fees for trial preparation and attendance. The deposit that wasn't returned by Sports Surfaces was a little over \$1,700, so it is about a \$2,000 claim plus attorney's fees.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with Mr. Handler and Mr. Cervelli opposed and Mr. Lisotta, Mr. Usina and Mr. Smith in favor, proceeding with the small claims case was approved 3-2.

1. Update on the Interlocal Agreement

Ms. Kilinski reminded the Board that at the last meeting, the Board directed staff to notify Marshall Creek of the termination of the interlocal staffing agreement. Staff has been working with Marshall Creek representatives on trying to come up with a workable solution to share costs for ongoing maintenance services. A draft agreement was provided to the Board for their review. Ms. Kilinski asked the Board to consider a few key provisions. First, there is no guarantee Marshall Creek will approve the agreement. Second, whether the Board is comfortable with the concept that its at Marshall Creek's option, rather than a contractual obligation, to provide maintenance services. Finally is the standard for the provision of those maintenance services. If there is not an

agreement in place before the next meeting, Sweetwater Creek CDD will need to obtain proposals for pool maintenance and handy-man services.

The Board discussed the Chairs and attorneys from both Districts meeting to try to come to an agreeable solution. Ms. Kilinski suggested in the meantime authorizing a month-to-month contract for a maintenance provider and proposals can be brought to the next meeting for consideration.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, authorizing the Chair to work with staff to negotiate the interlocal staffing agreement and authorizing staff to enter into a contract for interim maintenance services if needed was approved 5-0.

Ms. Kilinski asked the Board if they were agreeable to extending the termination date of the staffing agreement to from October 3, 2023 to October 8, 2023 as requested by Marshall Creek's counsel.

Mr. Lisotta temporarily stepped out of the meeting at this time.

On MOTION by Mr. Smith, seconded by Mr. Handler, with all in favor, extending the termination date of the interlocal staffing agreement to October 8, 2023 was approved 4-0.

2. Update on Envera Contract

Ms. Kilinski informed the Board that Marshall Creek has changed their security plan, which has changed the nature of the agreement with Envera. The agreements are being separated and the updated agreements and associated pricing are expected by the end of the week.

C. District Engineer

1. Ratification of Requisitions 99-101

Copies of requisitions 99 through 101 were included in the agenda package for the Board's review.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, requisitions 99 through 101 were ratified 5-0.

2. Update on Standing Water on Rincon Drive

Mr. McGaffney stated that he would ask Mr. Lockwood to update the Board via email on this item.

3. Update on County Main Line Improvement

Mr. McGaffney stated that the district's engineer and county's engineer are working together on the main line improvement. Staff is trying to keep the community updated via e-blast on when the work will begin.

D. District Manager

There being nothing to report, the next item followed.

E. Field Manager – Report

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

Mr. Usina stated that there have been questions on when the dead trees will be replaced.

Mr. Stratton stated that there is no plan in place yet.

F. Director of Amenities

Ms. Gunia stated that the Board authorized \$40,000 for the security cameras and painting of the fitness center, however both estimates have come in slightly higher. She recommended authorizing a not to exceed amount of \$45,000 for the painting.

Mr. McGaffney noted these items were not included in the agenda.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, amending the agenda to include consideration of painting of the fitness center was approved 5-0.
--

There were no public comments on the painting of the fitness center.

On MOTION by Mr. Smith, seconded by Mr. Cervelli, with all in favor, painting the fitness center at an amount not to exceed \$45,000 was approved 5-0.

The Board took a brief recess at approximately 5:08 p.m. The meeting reconvened and the following items were taken.

FIFTH ORDER OF BUSINESS

Business Items

A. Consideration of Staffing for Fitness Center (Supervisor Cervelli)

Ms. Kilinski provided a brief overview of the options for staffing of the fitness center and the pros and cons of each, including an independent contractor, direct district employees, professional employer organization, and a third-party contractor.

The Board discussed the options and made the motion below to utilize Riverside Management Services for staffing.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, using Riverside Management Services for staffing of employees was approved 5-0.

B. Consideration of Parking Lot Expansion Proposal from AL Dirtworks

Proposals were included in the agenda package with options for gravel or asphalt millings for a parking lot expansion at the fitness center.

On MOTION by Mr. Smith, seconded by Mr. Usina, with all in favor, the proposal from AL Dirtworks for asphalt millings totaling \$10,325 was approved 5-0.

C. Updates on Pickleball Courts (Supervisor Smith)

Mr. Smith informed the Board concrete is being poured this week and asphalt, light pole and fence installations will follow.

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)**

Options for five spaces that Supervisor Usina and staff identified throughout the community that can be converted into parks were included in the agenda package for the Board's review.

Mr. Usina informed the Board that he met with residents at the end of Glorieta Drive to discuss options in that area. An email was sent to Mr. Lockwood to ask if there is anything in the locations identified that would impede any improvements, however he has not received a response. Mr. Usina also noted that he has heard numerous comments on Privado Park and asked staff to work on a quote for improving the field space and possibly even installing a small swing set a couple soccer goals.

Mr. Cervelli commented that some of the Marshall Creek's supervisor's views is that parks hardly ever get used but are a maintenance nightmare.

The Board discussed the need for a workshop to discuss all the options for park areas in the community and the motion was made below.

On MOTION by Mr. Cervelli, seconded by Mr. Lisotta, with Mr. Lisotta, Mr. Cervelli, Mr. Usina and Mr. Handler in favor and Mr. Smith opposed, holding a workshop on October 5, 2023 to discuss the parks was approved 4-1.

Dr. Handler commented that depending on what is done with Onda Park, it may solve the drainage issues in the area without the need for a swale.

Mr. Lisotta commented that there is no guarantee that anything will be done with Onda Park and this issue has been delayed since 2019. He added that the Board has an obligation to correct an action that was made by the District that is to the detriment to a single homeowner.

On MOTION by Mr. Lisotta, seconded by Mr. Cervelli, with Mr. Lisotta, Mr. Cervelli, and Mr. Usina in favor and Mr. Handler favor and Mr. Smith opposed, authorizing staff to seek additional proposals for adding a drainage swale at Onda Park at an amount not to exceed \$40,000 was approved 3-2.

Mr. Lisotta left the meeting at this time.

Mr. Smith asked if the funds for this work would come from the capital reserve fund or repairs and maintenance line item.

Ms. Kilinski stated that she thinks it could fall under capital improvements, however the Board can direct staff as to how to allocate the funds.

Mr. Handler asked Ms. Kilinski to confirm with bond counsel as to whether the project could be paid with bond money.

Mr. Smith left the meeting at this time.

E. Discussion of Safety Items

On MOTION by Mr. Usina, seconded by Mr. Cervelli, with all in favor, tabling the discussion on the safety items to the next meeting was approved 3-0.

F. Ratification of Addendum to Landscape Maintenance Agreement with Duval for Emergency Storm Clean Up Services

Mr. McGaffney informed the Board this addendum allows Duval Landscape to be the District's provider for post-storm clean up services.

Ms. Kilinski added that this addendum would meet FEMA's 2023-2024 standards and would make the District a priority on the landscaper's schedule following any major storms.

Mr. Usina asked if this addendum locks the District into exclusively using Duval for storm clean up.

Mr. McGaffney responded that there would likely be higher pricing from other vendors.

On MOTION by Mr. Usina, seconded by Dr. Handler, with all in favor, the addendum with Duval Landscape for storm clean up services was ratified 3-0.

G. Consideration of Workshop – October 5th at 4:00 p.m.

The Board motioned to approve the workshop earlier in the meeting.

SIXTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Supervisor Requests / Public Comment

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

**Next Scheduled Meeting – October 26, 2023 at
4:00 p.m. at 625 Palencia Club Drive, St.
Augustine, Florida 32095**

NINTH ORDER OF BUSINESS

Discussion of Envera Contract

This item was discussed under District Counsel's report.

TENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Sweetwater Creek
Community Development District

Unaudited Financial Reporting
August 31, 2023



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10	Assessment Receipt Schedule
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Sweetwater Creek
Community Development District
Balance Sheet
August 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	\$ 498,122	\$ -	\$ 215,041	\$ -	\$ 713,163
Cash - Amenity Account	\$ 111,852	\$ -	\$ -	\$ -	\$ 111,852
Cash - Debit Card Account	\$ 3,210	\$ -	\$ -	\$ -	\$ 3,210
Investments:					
Series 2019					
Reserve - A-1	\$ -	\$ 133,070	\$ -	\$ -	\$ 133,070
Reserve - A-2	\$ -	\$ 108,813	\$ -	\$ -	\$ 108,813
Revenue	\$ -	\$ 154,858	\$ -	\$ -	\$ 154,858
Prepayment	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Revenue	\$ -	\$ 592	\$ -	\$ -	\$ 592
Construction	\$ -	\$ -	\$ -	\$ 681,415	\$ 681,415
Prepaid Expenses	\$ 3,143	\$ -	\$ -	\$ -	\$ 3,143
Investment SBA	\$ 2,402	\$ -	\$ 69,475	\$ -	\$ 71,877
Investment - Custody	\$ 205,611	\$ -	\$ -	\$ -	\$ 205,611
Due From General Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Due From Amenity Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Due From Capital Reserve Fund	\$ -	\$ -	\$ -	\$ 5,190	\$ 5,190
Due From Capital	\$ 3,731	\$ -	\$ -	\$ -	\$ 3,731
Due from Other	\$ 596	\$ -	\$ 1,733	\$ -	\$ 2,329
Total Assets	\$ 828,666	\$ 397,332	\$ 286,249	\$ 686,605	\$ 2,198,852
Liabilities:					
Accounts Payable	\$ 18,401	\$ -	\$ -	\$ -	\$ 18,401
Accrued Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Contracts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Capital Project	\$ -	\$ -	\$ 5,190	\$ -	\$ 5,190
Due to Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -
Total Liabilities	\$ 18,401	\$ -	\$ 5,190	\$ -	\$ 23,591
Fund Balances:					
Assigned For Debt Service	\$ -	\$ 397,332	\$ -	\$ -	\$ 397,332
Assigned For Capital Reserves	\$ -	\$ -	\$ 281,059	\$ -	\$ 281,059
Assigned For Capital Projects	\$ -	\$ -	\$ -	\$ 686,605	\$ 686,605
Unassigned	\$ 810,265	\$ -	\$ -	\$ -	\$ 810,265
Total Fund Balances	\$ 810,265	\$ 397,332.46	\$ 281,059	\$ 686,605	\$ 2,175,261
Total Liabilities & Fund Equity	\$ 828,666	\$ 397,332	\$ 286,249	\$ 686,605	\$ 2,198,852

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/23	Thru 08/31/23	Variance
<u>Revenues:</u>				
Assessments	\$ 1,665,410	\$ 1,665,410	\$ 1,652,777	\$ (12,633)
Fitness Center Revenue	\$ 1,400	\$ 1,283	\$ 2,295	\$ 1,012
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ 29,405	\$ 29,405
Interest	\$ -	\$ -	\$ 10,900	\$ 10,900
Total Revenues	\$ 1,666,810	\$ 1,666,694	\$ 1,695,377	\$ 28,684
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 9,600	\$ 8,800	\$ 6,800	\$ 2,000
Engineering Fees	\$ 25,000	\$ 22,917	\$ 20,693	\$ 2,223
District Counsel	\$ 35,000	\$ 32,083	\$ 79,374	\$ (47,291)
Audit Fees	\$ 3,700	\$ 3,700	\$ 3,700	\$ -
Arbitrage	\$ 500	\$ 500	\$ 500	\$ -
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 5,000	\$ 4,583	\$ 4,583	\$ (0)
Trustee Fees	\$ 3,800	\$ 3,800	\$ 3,771	\$ 29
District Management Fees	\$ 35,000	\$ 32,083	\$ 32,083	\$ 0
Telephone	\$ 700	\$ 642	\$ 448	\$ 193
Postage	\$ 1,500	\$ 1,375	\$ 2,930	\$ (1,555)
Public Official Insurance	\$ 4,564	\$ 4,564	\$ 4,088	\$ 476
Copies (1)	\$ 1,000	\$ 917	\$ 3,831	\$ (2,915)
Miscellaneous	\$ 1,500	\$ 1,375	\$ 561	\$ 814
Legal Advertising	\$ 2,700	\$ 2,475	\$ 1,060	\$ 1,415
Information Technology	\$ 1,050	\$ 963	\$ 963	\$ -
Website Maintenance	\$ 800	\$ 733	\$ 733	\$ (0)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Cost Share Expense - Marshall Creek	\$ 40,000	\$ 40,000	\$ -	\$ 40,000
Total General & Administrative:	\$ 174,089	\$ 164,185	\$ 168,795	\$ (4,610)
<u>Operation and Maintenance</u>				
Electric	\$ 75,000	\$ 68,750	\$ 65,379	\$ 3,371
General Insurance	\$ 6,148	\$ 6,148	\$ 5,507	\$ 641
Landscape Maintenance (2)	\$ 346,000	\$ 317,167	\$ 292,003	\$ 25,164
Landscape Improvements	\$ 80,000	\$ 73,333	\$ 48,776	\$ 24,557
Lake Maintenance	\$ 27,940	\$ 25,612	\$ 16,918	\$ 8,694
Fountain Maintenance	\$ 1,500	\$ 1,375	\$ 1,206	\$ 169
Irrigation Repairs & Maintenance	\$ 22,000	\$ 20,167	\$ 32,382	\$ (12,215)
Storm Clean-Up	\$ 2,000	\$ 1,833	\$ -	\$ 1,833
Field Repairs & Maintenance	\$ 31,300	\$ 28,692	\$ 10,937	\$ 17,755
Tree Removals	\$ 12,540	\$ 12,540	\$ 17,795	\$ (5,255)
Streetlight Repairs	\$ 2,250	\$ 2,063	\$ -	\$ 2,063
Signage Repairs	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Holiday Decoration	\$ 5,000	\$ 4,583	\$ 362	\$ 4,221
Miscellaneous Field Supplies	\$ 1,000	\$ 917	\$ 1,144	\$ (227)
Guardhouse Maintenance	\$ 2,500	\$ 2,292	\$ -	\$ 2,292
Playground Repairs & Maintenance	\$ 2,500	\$ 2,292	\$ 5,335	\$ (3,044)
Total Field Operations:	\$ 619,178	\$ 569,137	\$ 497,744	\$ 71,394

Sweetwater Creek

Community Development District

General Fund

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/23	Thru 08/31/23	Variance
Amenities Cost Share				
Administrative:				
Property & Casualty Insurance	\$ 26,520	\$ 26,520	\$ 24,779	\$ 1,741
Payroll - Salaried	\$ 82,160	\$ 75,313	\$ 75,313	\$ (0)
Payroll - Hourly	\$ 100,336	\$ 91,975	\$ 79,772	\$ 12,203
Payroll - Benefits	\$ 15,975	\$ 14,643	\$ 14,644	\$ (0)
Payroll Taxes	\$ 14,028	\$ 12,859	\$ 12,860	\$ (1)
Professional Services - Engineering	\$ 68,056	\$ 62,384	\$ 62,384	\$ 0
Professional Services - Information Technology	\$ 1,800	\$ 1,650	\$ 1,888	\$ (238)
Travel & Per Diem	\$ 150	\$ 138	\$ -	\$ 138
Training	\$ 200	\$ 183	\$ -	\$ 183
Licenses & Permits	\$ 400	\$ 367	\$ 375	\$ (9)
Subscriptions & Memberships	\$ 500	\$ 458	\$ 327	\$ 132
Office Supplies	\$ 3,000	\$ 2,750	\$ 2,030	\$ 720
Office Equipment	\$ 2,000	\$ 1,833	\$ 1,241	\$ 592
Communication - Telephone/Internet/TV	\$ 12,000	\$ 11,000	\$ 8,778	\$ 2,222
Internet/Telephone - Guard House	\$ 5,400	\$ 4,950	\$ 4,658	\$ 292
Field:				
Field Management Fees	\$ 84,000	\$ 77,000	\$ 77,000	\$ -
General Utilities	\$ 83,000	\$ 76,083	\$ 59,017	\$ 17,067
Refuse Removal	\$ 3,885	\$ 3,561	\$ 4,503	\$ (942)
Security	\$ 82,200	\$ 75,350	\$ 68,429	\$ 6,921
Janitorial Services	\$ 16,000	\$ 14,667	\$ 12,203	\$ 2,464
Operating Supplies - Spa & Paper	\$ 4,500	\$ 4,125	\$ 2,268	\$ 1,857
Operating Supplies - Uniforms	\$ 500	\$ 458	\$ 419	\$ 39
Cleaning Supplies	\$ 15,000	\$ 13,750	\$ 8,468	\$ 5,282
Amenity Landscape Maintenance & Improvements	\$ 24,000	\$ 22,000	\$ 21,651	\$ 349
Gate Repairs & Maintenance	\$ 2,500	\$ 2,500	\$ 4,525	\$ (2,025)
Dog Park Repairs & Maintenance	\$ 11,650	\$ 10,679	\$ 165	\$ 10,515
Park Mulch	\$ 1,500	\$ 1,500	\$ 5,201	\$ (3,701)
Miscellaneous Field Supplies	\$ 6,100	\$ 5,592	\$ 1,665	\$ 3,926
Buildings Repairs & Maintenance	\$ 15,000	\$ 13,750	\$ 6,419	\$ 7,331
Pest Control	\$ 2,500	\$ 2,292	\$ 609	\$ 1,683
Pool Maintenance - Contract	\$ 20,321	\$ 18,628	\$ 19,935	\$ (1,307)
Pool Repairs & Maintenance	\$ 10,000	\$ 9,167	\$ 5,161	\$ 4,006
Pool Chemicals	\$ 2,500	\$ 2,292	\$ 2,817	\$ (525)
Signage & Amenity Repairs	\$ 300	\$ 275	\$ -	\$ 275
Special Events	\$ 2,000	\$ 1,603	\$ 1,603	\$ -
Fitness:				
Professional Services - Outside Fitness	\$ 58,872	\$ 53,966	\$ 48,466	\$ 5,500
Fitness Equipment Repairs & Maintenance	\$ 7,000	\$ 6,417	\$ 5,024	\$ 1,393
Fitness Equipment Rental	\$ 35,000	\$ 32,083	\$ 23,070	\$ 9,013
Miniature Golf Course Maintenance	\$ 750	\$ 688	\$ -	\$ 688
Miscellaneous Fitness Supplies	\$ 6,300	\$ 5,775	\$ 3,658	\$ 2,117
Capital Outlay - Machinery & Equipment	\$ 6,400	\$ 5,867	\$ 1,570	\$ 4,297
Total Amenities Cost Share	\$ 834,302	\$ 767,090	\$ 672,895	\$ 94,196
Reserves				
Capital Reserve Transfer	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Reserves	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Total Expenditures	\$ 1,777,569	\$ 1,650,412	\$ 1,489,433	\$ 160,980
Excess Revenues (Expenditures)	\$ (110,759)		\$ 205,945	
Fund Balance - Beginning	\$ 110,759		\$ 604,321	
Fund Balance - Ending	\$ -		\$ 810,265	

(1) Easment Violation Notices

(2) 2022 Bed Dressing Renewal

Sweetwater Creek

Community Development District

Debt Service Fund - Series 2019

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

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/23	Thru 08/31/23	Variance
Revenues:				
Special Assessments	\$ 741,613	\$ 741,613	\$ 744,286	\$ 2,673
Prepayments	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ 14,654	\$ 14,654
Total Revenues	\$ 741,613	\$ 741,613	\$ 758,940	\$ 17,327
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		\$ (21,851)	
Fund Balance - Beginning	\$ 149,391		\$ 419,183	
Fund Balance - Ending	\$ 149,904		\$ 397,332	

Sweetwater Creek

Community Development District

Capital Reserve

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

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues:				
Capital Reserve Transfer In	\$ 150,000	\$ 150,000	\$ 150,000	\$ -
Interest	\$ -	\$ -	\$ 3,475	\$ 3,475
Insurance Proceeds	\$ -	\$ -	\$ 15,370	\$ 15,370
Total Revenues	\$ 150,000	\$ 150,000	\$ 168,845	\$ 18,845
Expenditures:				
Capital Outlay	\$ 50,000	\$ 45,833	\$ 35,575	\$ 10,258
Repair and Maintenance	\$ 50,000	\$ 45,833	\$ 8,560	\$ 37,273
Other Current Charges	\$ 1,000	\$ 917	\$ 464	\$ 453
Total Expenditures	\$ 101,000	\$ 92,583	\$ 44,599	\$ 47,985
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 49,000	\$ 57,417	\$ 124,246	
Fund Balance - Beginning	\$ 183,587		\$ 156,813	
Fund Balance - Ending	\$ 232,587		\$ 281,059	

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	\$ 3,475
Expenditures	\$ (44,599)
Anticipated Balance	\$265,689

Variance Reserve Study Vs Actual	(\$358,527)
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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 August 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/23	Thru 08/31/23	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ 25,560	\$ 25,560
Total Revenues	\$ -	\$ -	\$ 25,560	\$ 25,560
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 471,954	\$ (471,954)
Total Expenditures	\$ -	\$ -	\$ 471,954	\$ (471,954)
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Excess Revenues (Expenditures)	\$ -		\$ (446,394)	
Fund Balance - Beginning	\$ -		\$ 1,132,998	
Fund Balance - Ending	\$ -		\$ 686,605	

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	\$ -	\$ 2,158	\$ -	\$ 1,652,777
Fitness Center Revenue	\$ 275	\$ -	\$ 570	\$ -	\$ -	\$ 405	\$ 230	\$ -	\$ 345	\$ 235	\$ 235	\$ -	\$ 2,295
Cost Sharing - Marshall Creek Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,405	\$ -	\$ -	\$ -	\$ -	\$ 29,405
Interest	\$ 820	\$ 918	\$ 728	\$ 1,372	\$ 2,249	\$ 1,993	\$ 368	\$ 498	\$ 587	\$ 619	\$ 749	\$ -	\$ 10,900
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	\$ 3,142	\$ -	\$ 1,695,377
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 600	\$ -	\$ 800	\$ 800	\$ 200	\$ -	\$ 800	\$ 800	\$ 1,200	\$ 800	\$ 800	\$ -	\$ 6,800
Engineering Fees	\$ 1,071	\$ 3,678	\$ 846	\$ 745	\$ 1,571	\$ 1,520	\$ 2,846	\$ 1,457	\$ 1,938	\$ 1,999	\$ 3,022	\$ -	\$ 20,693
District Counsel	\$ 6,160	\$ 9,673	\$ 7,577	\$ 8,551	\$ 8,424	\$ 4,646	\$ 6,495	\$ 5,838	\$ 5,463	\$ 9,974	\$ 6,575	\$ -	\$ 79,374
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	\$ 417	\$ -	\$ 4,583
Trustee Fees	\$ 3,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 629	\$ -	\$ 3,771
District Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ 32,083
Telephone	\$ -	\$ 25	\$ 54	\$ 19	\$ 49	\$ 37	\$ 42	\$ 59	\$ 50	\$ 36	\$ 78	\$ -	\$ 448
Postage	\$ 134	\$ 250	\$ 808	\$ 180	\$ 151	\$ 155	\$ 210	\$ 169	\$ 165	\$ 517	\$ 191	\$ -	\$ 2,930
Public Official Insurance	\$ 4,088	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,088
Copies	\$ 126	\$ 306	\$ 785	\$ 154	\$ 142	\$ 262	\$ 301	\$ 396	\$ 252	\$ 834	\$ 274	\$ -	\$ 3,831
Miscellaneous	\$ 200	\$ 21	\$ 31	\$ 13	\$ 119	\$ 26	\$ 111	\$ 15	\$ 13	\$ -	\$ 13	\$ -	\$ 561
Legal Advertising	\$ -	\$ 77	\$ -	\$ -	\$ 15	\$ 248	\$ -	\$ -	\$ -	\$ 720	\$ -	\$ -	\$ 1,060
Information Technology	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ 88	\$ -	\$ 963
Website Maintenance	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ -	\$ 733
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 21,684	\$ 18,018	\$ 14,388	\$ 13,949	\$ 14,158	\$ 10,381	\$ 14,292	\$ 12,220	\$ 16,269	\$ 18,367	\$ 15,070	\$ -	\$ 168,795
<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	\$ 6,320	\$ -	\$ 65,379
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	\$ 24,273	\$ -	\$ 292,003
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	\$ 1,538	\$ -	\$ 16,918
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	\$ 4,380	\$ 1,290	\$ -	\$ 32,382
Storm Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Repairs & Maintenance	\$ 540	\$ 762	\$ 1,949	\$ 128	\$ 1,538	\$ 825	\$ 737	\$ 839	\$ 671	\$ 1,527	\$ 1,421	\$ -	\$ 10,937
Tree Removals	\$ 7,842	\$ -	\$ 3,727	\$ 2,150	\$ -	\$ -	\$ -	\$ 1,091	\$ -	\$ 586	\$ 2,400	\$ -	\$ 17,795
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	\$ 38,645	\$ 37,242	\$ -	\$ 492,408

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	\$ 6,847	\$ -	75,313
Payroll - Hourly	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ 7,252	\$ -	79,772
Payroll - Benefits	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ 1,331	\$ -	14,644
Payroll Taxes	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ 1,169	\$ -	12,860
Professional Services - Engineering	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ 5,671	\$ -	62,384
Professional Services - Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 388	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	1,888
Travel & Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Licenses & Permits	\$ -	\$ -	\$ -	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 350	\$ -	\$ -	\$ -	375
Subscriptions & Memberships	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 42	\$ 42	\$ 27	\$ -	327
Office Supplies	\$ 11	\$ 493	\$ 41	\$ 690	\$ 174	\$ 58	\$ 479	\$ -	\$ -	\$ 44	\$ 39	\$ -	2,030
Office Equipment	\$ -	\$ 112	\$ -	\$ 958	\$ -	\$ -	\$ 113	\$ -	\$ -	\$ -	\$ 59	\$ -	1,241
Communication - Telephone/Internet/TV	\$ 1,026	\$ 966	\$ 904	\$ 689	\$ 893	\$ 776	\$ 659	\$ 776	\$ 774	\$ 657	\$ 658	\$ -	8,778
Internet/Telephone - Guard House	\$ 448	\$ 448	\$ 448	\$ 334	\$ 576	\$ 462	\$ 341	\$ 461	\$ 461	\$ 340	\$ 340	\$ -	4,658
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	\$ 7,000	\$ -	77,000
General Utilities	\$ 4,334	\$ 4,567	\$ 4,919	\$ 6,264	\$ 5,795	\$ 5,286	\$ 5,509	\$ 5,100	\$ 6,000	\$ 5,690	\$ 5,552	\$ -	59,017
Refuse Removal	\$ 315	\$ 467	\$ 405	\$ 405	\$ 423	\$ 414	\$ 414	\$ 414	\$ 414	\$ 414	\$ 414	\$ -	4,503
Security	\$ 7,110	\$ 6,432	\$ 6,067	\$ 6,067	\$ 6,067	\$ 6,067	\$ 6,182	\$ 6,067	\$ 6,103	\$ 6,163	\$ 6,103	\$ -	68,429
Janitorial Services	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ 1,109	\$ -	12,203
Operating Supplies - Spa & Paper	\$ 104	\$ 197	\$ 54	\$ 321	\$ 532	\$ 295	\$ 157	\$ -	\$ 502	\$ -	\$ 105	\$ -	2,268
Operating Supplies - Uniforms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 419	\$ -	\$ -	\$ -	\$ -	419
Cleaning Supplies	\$ 144	\$ 1,560	\$ -	\$ 62	\$ 1,179	\$ 166	\$ 2,215	\$ 265	\$ 1,085	\$ 1,448	\$ 344	\$ -	8,468
Amenity Landscape Maintenance & Improvements	\$ 2,000	\$ 2,250	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,777	\$ 1,000	\$ 1,906	\$ 1,906	\$ 1,906	\$ 1,906	\$ -	21,651
Gate Repairs & Maintenance	\$ -	\$ -	\$ 1,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,962	\$ -	4,525
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	\$ -	\$ -	\$ 1,916	\$ 333	\$ -	6,419
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	\$ 1,920	\$ 1,920	\$ -	19,935
Pools Repairs & Maintenance	\$ 72	\$ -	\$ 346	\$ 33	\$ -	\$ 525	\$ 2,884	\$ -	\$ 1,301	\$ -	\$ -	\$ -	5,161
Pools Chemicals	\$ 357	\$ -	\$ 277	\$ -	\$ 415	\$ 362	\$ 852	\$ -	\$ 554	\$ -	\$ -	\$ -	2,817
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	\$ 4,406	\$ -	48,466
Fitness Equipment Repairs & Maintenance	\$ 1,103	\$ 498	\$ 675	\$ 1,732	\$ 7	\$ 644	\$ -	\$ 300	\$ -	\$ -	\$ 65	\$ -	5,024
Fitness Equipment Rental	\$ 513	\$ 513	\$ 1,522	\$ 513	\$ 2,444	\$ 2,927	\$ 2,927	\$ 2,927	\$ 2,927	\$ 2,927	\$ 2,927	\$ -	23,070
Miniature Golf Course Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Fitness Supplies	\$ 762	\$ 53	\$ 635	\$ 910	\$ 796	\$ 115	\$ 99	\$ 64	\$ 54	\$ 64	\$ 106	\$ -	3,658
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	\$ 59,331	\$ 63,804	\$ 58,796	\$ -	678,230
Reserves													
Capital Reserve Transfer	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	150,000
Total Reserves	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Expenditures	\$ 173,878	\$ 113,524	\$ 111,995	\$ 262,066	\$ 120,259	\$ 111,374	\$ 148,532	\$ 104,995	\$ 110,888	\$ 120,815	\$ 111,108	\$ -	1,489,433
Excess Revenues (Expenditures)	\$ (172,783)	\$ 85,927	\$ 224,538	\$ 706,879	\$ (23,317)	\$ (95,705)	\$ (146,666)	\$ (46,630)	\$ (98,372)	\$ (119,961)	\$ (107,966)	\$ -	205,945

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
08/08/23	11	\$3,100.89	(\$63.88)	\$93.03	\$0.00	\$3,130.04	\$2,158.17	\$971.87	\$3,130.04
TOTAL		\$ 2,538,077.44	\$ (48,817.04)	\$ (97,225.84)	\$ 5,028.93	\$ 2,397,063.49	\$ 1,652,777.25	\$ 744,286.24	\$ 2,397,063.49

100.47%	Net Percent Collected
\$ (11,270.70)	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 Addtl 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
8/14/23	99	England Thims & Miller	Invoice # 209405 Pickleball Courts Addition & Modifications.	\$ 563.75
8/14/23	100	Kilinski/Van Wyk PLLC	Invoice # 7262 2019 Project Construction	\$ 482.00
8/16/23	101	Hoffman Commercial Construction LLC	Palencia Pickleball Courts Pay App 2304-3	\$ 111,695.00
	102	England Thims & Miller	Invoice # 209910 Pickleball Courts Addition & Modifications.	\$ 820.00
	103	Kilinski/Van Wyk PLLC	Invoice # 7481 2019 Project Construction	\$ 673.08
	104	Hoffman Commercial Construction LLC	Palencia Pickleball Courts Pay App 2304-4	\$ 119,712.00
TOTAL				\$ 1,093,237.15
Project (Construction) Fund at 08/30/19				\$ 1,540,777.96
Interest Earned and Transfer thru 08/31/23				\$ 112,668.63
Outstanding Requisitions				\$ 121,205.08
Requisitions Paid thru 08/31/23				\$ (1,093,237.15)
Remaining Project (Construction) Fund				\$ 681,414.52
FUTURE CAPITAL PROJECTS (CONSTRUCTION)				
Hoffman Construction	Pickleball Court Construction-Balance to Finish including Retainage			\$115,324.00
	Change Order #1-Hoffman-Sidewalk Addition-Approved 07/06/2023 BOS MTG.			\$8,512.00
American Electric	Pickleball-Court Lighting (Proposal 07/20/2023 American Electric)(Approved-Needs Ratified)			\$24,485.00
	Pickleball-Security Key Gate Entry (Projection, not actual)			\$3,500.00
	Pickleball-Furniture (Projection, not actual)			\$9,000.00
	Pickleball-Water Fountain/Cooler (Projection, not actual)			\$4,000.00
	Pickleball-Court Maintenance Equipment (Projection, not actual)			\$3,500.00
	Pickleball-Electrical Additions (3 timers, 3 circuits for 3 fans, purchase 3 fans for Cabana)			\$3,500.00
	Painting Fitness Center (07/06/2023 BOS MTG. Board agreed not to spend \$90,000)			\$40,000.00
Envera	Camera System (Pickleball and Fitness Center) (Projection, not actual)			\$10,407.11
	Park Enhancement Projects (\$350,000 Budget - April 6, 2023 Mtg.)			
	Board approved Basketball Court and Playground equipment			\$115,000.00
	Remaining Budget for Parks, for projects not yet defined or approved			\$235,000.00
Due to Amenity Fund	Zen room purchases made with Debit Cards			\$3,730.89
England Thims & Miller	District Engineer Costs (Projection, not actual)			\$5,000.00
Kilinski/Van Wyk PLLC	District Counsel Costs (Projection, not actual)			\$5,000.00
TOTAL PROJECTED PROJECTS				\$585,959.00
PROJECTED REMAINING PROJECTS (CONSTRUCTION) FUNDS				\$95,456

C.

Sweetwater Creek

Community Development District

Summary of Invoices

August 01, 2023 - August 31, 2023

Fund	Date	Check No.'s	Amount
General Fund	8/7/23	3882-3885	\$ 800.00
	8/11/23	3886-3890	70,153.40
	8/24/23	3891-3894	14,932.55
			<hr/> \$ 85,885.95
Amenity Fund	8/11/23	2289-2292	\$ 15,812.29
	8/24/23	2293-2296	30,944.98
			<hr/> \$ 46,757.27
TOTAL			<hr/> \$ 132,643.22

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/07/23	00075	8/03/23 08032023	202308 310-51300-11000 8/3/23 CDD BOARD MEETING	CHARLES USINA III	*	200.00	200.00 003882
8/07/23	00089	8/03/23 08032023	202308 310-51300-11000 8/3/23 CDD BOARD MEETING	JOHN T SMITH	*	200.00	200.00 003883
8/07/23	00051	8/03/23 08032023	202308 310-51300-11000 8/3/23 CDD BOARD MEETING	ROBERT LISOTTA	*	200.00	200.00 003884
8/07/23	00040	8/03/23 08032023	202308 310-51300-11000 8/3/23 CDD BOARD MEETING	STEPHEN J HANDLER	*	200.00	200.00 003885
8/11/23	00086	5/05/23 21200	202305 320-53800-47300 MAY VALVE REPAIR		*	635.00	
		6/30/23 22126	202306 320-53800-47300 JUN REPAIR MISC VALVES		*	1,670.00	
		7/01/23 22025	202307 320-53800-46200 JUL LANDSCAPE MAINTENANCE		*	24,273.00	
		7/24/23 22319	202307 320-53800-47302 REMOVE DEBRIS POND 12&13		*	585.79	
		8/01/23 22462	202308 320-53800-46200 AUG LANDSCAPE MAINTENANCE		*	24,273.00	
				DUVAL LANDSCAPE MAINTENANCE			51,436.79 003886
8/11/23	00063	7/31/23 79697	202307 320-53800-47000 JUL LAKE MAINTENANCE		*	1,538.00	
				FUTURE HORIZONS			1,538.00 003887
8/11/23	00029	8/01/23 147	202308 310-51300-34000 AUG MANAGEMENT FEES		*	2,916.67	
		8/01/23 147	202308 310-51300-35200 AUG WEBSITE ADMIN		*	66.67	
		8/01/23 147	202308 310-51300-35100 AUG INFO TECH		*	87.50	
		8/01/23 147	202308 310-51300-31300 AUG DISSEM AGENT SRVCS		*	416.67	
		8/01/23 147	202308 310-51300-49000 OFFICE SUPPLIES		*	13.04	
		8/01/23 147	202308 310-51300-42000 POSTAGE		*	191.28	
		8/01/23 147	202308 310-51300-42500 COPIES		*	274.20	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		8/01/23 147	202308 310-51300-41000		*	78.49	
		TELEPHONE					
				GOVERNMENTAL MANAGEMENT SERVICES			4,044.52 003888
8/11/23 00094		7/10/23 7035	202306 310-51300-31500		*	1,268.00	
		JUN CLAIMS COURT LAWSUIT					
		7/19/23 7102	202306 310-51300-31500		*	4,195.00	
		JUN GENERAL COUNSEL					
				KILINSKI VAN WYK, PLLC			5,463.00 003889
8/11/23 00071		7/17/23 243	202306 320-53800-47301		*	586.70	
		JUN FACILITY MAINTENANCE					
		7/17/23 243	202306 320-53800-47301		*	84.39	
		MAINTENANCE SUPPLIES					
		8/01/23 62	202308 320-53800-12100		*	7,000.00	
		AUG CONTRACT ADMIN					
				RIVERSIDE MANAGEMENT SERVICES			7,671.09 003890
8/24/23 00090		7/01/23 5749230	202307 310-51300-48000		*	720.30	
		NTC PUBLIC HEAR #9008514					
				CA FLORIDA HOLDINGS,LLC			720.30 003891
8/24/23 00086		8/14/23 22782	202307 320-53800-47300		*	950.00	
		VALVE REPAIRS					
		8/14/23 22783	202308 320-53800-47300		*	1,290.00	
		RPLC VALVE & CONTROLLER					
				DUVAL LANDSCAPE MAINTENANCE			2,240.00 003892
8/24/23 00011		8/02/23 209341	202307 310-51300-31100		*	1,998.75	
		JUL ENGINEERING SERVICES					
				ENGLAND-THIMS & MILLER INC			1,998.75 003893
8/24/23 00094		8/08/23 7261	202307 310-51300-31500		*	7,367.00	
		JUL GENERAL COUNSEL					
		8/08/23 7263	202307 310-51300-31500		*	2,606.50	
		JUL CLAIMS COURT LAWSUIT					
				KILINSKI VAN WYK, PLLC			9,973.50 003894
TOTAL FOR BANK A						85,885.95	
TOTAL FOR REGISTER						85,885.95	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/11/23	00119	7/01/23 22024	202307 330-53800-46200	JUL CLUBHOUSE/DOG PARK	*	1,906.00	
		8/01/23 22461	202308 330-53800-46200	AUG CLUBHOUSE/DOG PARK	*	1,906.00	
				DUVAL LANDSCAPING MAINTENANCE			3,812.00 002289
8/11/23	00080	4/27/23 727325	202304 330-53800-48400	APR GATE MONITORING	*	54.81	
		8/01/23 67584	202308 330-53800-48300	RPLCD DAMAGED EQUIPMENT	*	2,279.00	
		8/01/23 730917	202308 330-53800-48400	AUG GATE MONITORING	*	6,103.11	
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			8,436.92 002290
8/11/23	00019	8/01/23 13129561	202308 330-53800-52002	AUG POOL CHEMICALS	*	1,920.37	
				POOLSURE			1,920.37 002291
8/11/23	00039	7/07/23 14114645	202307 330-53800-47800	CHERRY PICKER RENTAL	*	1,643.00	
				SUNBELT RENTALS INC			1,643.00 002292
8/24/23	00096	6/01/23 1170	202306 330-53800-44000	JUN SPIN BIKE LEASE	*	513.20	
		7/01/23 1174	202307 330-53800-44000	JUL SPIN BIKE LEASE	*	513.20	
				FRANK A FLORI DBA CHAIRMAN'S ENT			1,026.40 002293
8/24/23	00080	8/09/23 00067997	202308 330-53800-48300	RPLCD DAMAGED EQUIPMENT	*	683.00	
				HIDDEN EYES LLC DBA ENVERA SYSTEMS			683.00 002294
8/24/23	00014	7/11/23 T480-89	202307 330-53800-52100	DISINFECTANT WIPES	*	1,300.00	
				LLOYD'S EXERCISE EQUIPMENT LLC			1,300.00 002295
8/24/23	00016	8/01/23 08012023	202308 330-53800-12000	AUG PAYROLL-SALARIED	*	6,846.67	
		8/01/23 08012023	202308 330-53800-13000	AUG PAYROLL-HOURLY	*	7,252.00	
		8/01/23 08012023	202308 340-53800-34500	AUG OUTSIDE FITNESS	*	4,406.00	
		8/01/23 08012023	202308 330-53800-23000	AUG PAYROLL-BENEFITS	*	1,331.25	
		8/01/23 08012023	202308 330-53800-21000	AUG PAYROLL TAXES	*	1,169.08	

SWCC SWEETWATER CRK BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/01/23		08012023	202308 330-53800-31100	AUG ENGINEERING	*	5,671.25	
8/01/23		08012023	202308 330-53800-35200	AUG INFO TEHNOLOGY	*	150.00	
8/01/23		08012023	202308 330-53800-46500	AUG JANITORIAL	*	1,109.33	
MARSHALL CREEK CDD						27,935.58	002296
TOTAL FOR BANK B						46,757.27	
TOTAL FOR REGISTER						46,757.27	

FIFTH ORDER OF BUSINESS

C.

**AGREEMENT BETWEEN SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT AND RIVERSIDE MANAGEMENT SERVICES, INC.
FOR AMENITY MANAGEMENT AND FIELD MANAGEMENT SERVICES**

This Agreement for Amenity Management and Field Management Services (“Agreement”) is made and entered into this 26th day of September 2023, by and between:

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”); and

RIVERSIDE MANAGEMENT SERVICES, INC., a Florida corporation, whose address is 9655 Florida Mining Boulevard West, Suite 305, Jacksonville, Florida 32257 (the “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns and operates a recreation center that includes a swimming pool, , fitness center, and other recreation facilities, and is responsible for operation and maintenance of other common areas and public improvements within the District (collectively, the “District Facilities”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide amenity programming, special events, amenity management and maintenance, field operations/contract management, janitorial/custodial services, fitness center and assistant management services, and front desk attendants for District Facilities; and

WHEREAS, Contractor has a background in the management and maintenance of recreation and public facilities and is willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to manage and maintain the District Facilities and to provide other services as described in this Agreement and the scope of services attached hereto as **Exhibit A**, and incorporated herein by reference (the “Services”). To the extent any provisions of **Exhibit A** conflict with the express terms contained herein of this Agreement, the terms of this Agreement shall control.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the District Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. SCOPE OF SERVICES. Contractor shall perform the Services in accordance with the scope of services set forth at **Exhibit A**. Staffing levels shall be, at a minimum, at the levels set forth in Contractor's proposal attached hereto as **Composite Exhibit B**. The Amenity Manager shall, at a minimum, manage operations inside and around the fitness center and District parks and recreation locations. The Field Manager shall, at a minimum, manage all operations outside the fitness center, such as landscape maintenance contractor, lake maintenance contractor, review utility bills, approve invoices for payment, assist with annual budget preparations, etc. Additionally, the Amenity Manager and Field Manager shall communicate to all stakeholders and provide a monthly report to the Board. The Field Manager and the Amenity Manager shall, at a minimum, provide a weekly email to the Board of Supervisors and District staff regarding highlights and status updates of all pending District matters under their supervision.

4. COMPENSATION. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement in accordance with the following terms:

- A.** For the Initial Term of this Agreement, Contractor agrees to the following compensation breakdown as detailed in **Composite Exhibit B** attached hereto (together, (a) – (e) below is the "Compensation"):
 - a. For field/contract management, annual compensation shall not exceed **Eighty-Nine Thousand, Forty Dollars and 00/100 (\$89,040.00)**. This position shall attend Board of Supervisors meetings.
 - b. For janitorial services, annual compensation shall not exceed **Forty-One Thousand, Seven Hundred Ninety-Five Dollars and 00/100 (\$41,795.00)**.
 - c. For fitness center/amenity management services, annual compensation shall not exceed **One Hundred Nineteen and Seventy-Five Dollars and 00/100 (\$119,075.00)**. This position shall attend Board of Supervisors meetings.
 - d. For fitness center/amenity management assistant management services, annual compensation shall not exceed **Seventy-Nine Thousand, Two Hundred Forty-Seven Dollars and 00/100 (\$79,247.00)**.

- e. For front desk attendant services (for 2,912 hours/year), annual compensation shall not exceed **Fifty-Seven Thousand, Seven Hundred Seventy-Four Dollars and 00/100 (\$57,774.00)**.
- f. For any additional maintenance and repair services authorized by the District, which may include the use of general maintenance personnel or “handyman” services, Contractor shall submit a proposal by work authorization to the District Manager or District designee for approval and invoice said services at a rate of **Thirty-Five Dollars (\$35.00)** per hour plus reasonable expenses, or as otherwise agreed by the Parties.

The pricing herein is inclusive of all costs, fees, charges and compensation, including associated wages, salaries, associated taxes, human resource administration, background checks, drug screening, employer payroll expenses, credit card processing fees, other processing fees, mileage allowances, uniforms, cell phone charges, vehicle allowance and any other items related to the performance of the Scope of Services except as otherwise provided for herein. The District shall reimburse the Contractor for mileage related to District-related maintenance such as the pick-up or delivery of necessary supplies, materials, and tools, for the transportation of equipment, or for other maintenance tasks as needed. Contractor shall not utilize District employees, if any, or other independent contractors to perform any of the Services provided for herein without the express permission of the Board and for reimbursement to the District at an agreed upon amount.

- B.** Contractor shall invoice the District monthly for its Services. Contractor shall provide, upon request, copies of employee timecards documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt in accordance with Florida’s Local Government Prompt Payment Act.
- C.** Pricing for subsequent terms of this Agreement shall be as negotiated by the Parties. Any price adjustment request shall be presented to the District Board of Supervisors on or prior to March 1 of each year; otherwise the pricing shall continue for the following fiscal year.
- D.** Each monthly invoice will include such supporting information including departmental reports, as the District may reasonably require the Contractor to provide. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.
- E.** At the discretion of the District, Contractor may receive an annual incentive fee equal to four percent (4%) of the Compensation (“Discretionary Incentive Fee”). On or around the October meeting of the Board of Supervisors, the Board of Supervisors of the District shall each individually complete a Contractor Performance Evaluation (“CPE”), a form of which is attached hereto as **Exhibit C** and may be amended from time to time in the sole discretion of the District. Upon review of completed CPEs, the District Manager will prepare a summary and provide a recommendation to the Board regarding whether to award Contractor the Discretionary Incentive Fee. If

awarded, Contractor shall disburse the Discretionary Incentive Fee in a manner it deems most appropriate based on its independent evaluations of on-site Contractor employees; provided, however, that only and exclusively employees staffed at Sweetwater Creek Community Development District facilities shall be entitled to any portion of the Discretionary Incentive Fee and the Contractor is explicitly prohibited from using such funds for any other purpose whatsoever except to award District-staffed employees.

5. GENERAL PROVISIONS.

- A. At all times during operation of the District Facilities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing of the District Facilities. Contractor shall not utilize full-time employees hired by Contractor to staff District Facilities at other Contractor properties without the express approval of the District, through its District Manager. Contractor shall not use District employees, if any, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. District employees shall not be utilized for the provision of the Services set forth herein.
- B. All Contractor employees or subcontractor, including but not limited to fitness instructors, shall either be employees hired directly by the Contractor, or subcontractors who are hired and compensated by the Contractor (1099 individuals).
- C. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction and management of all personnel providing services of functions at the District and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same. This provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District harmless and indemnify the District and Contractor has been paid for the Services in consideration of the Services and the indemnification provisions provided for in this Agreement.
- D. Contractor shall promptly respond to any and all emergencies or problems related to the District Facilities and shall report to the District all known problems related to the District Facilities.

- E. Contractor shall provide annual evaluations of all employees staffed at the District, including District employees that Contractor oversees, at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Contractor shall train employees with supervisory responsibilities, or cause such employees to be trained, including but not limited to the General Manager and various department heads, in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the do's and don'ts, harassment and discrimination, interviewing, and handling difficult employees/conflict resolution.
- F. All purchases made by any of the positions paid for pursuant to the Agreement or this Addendum will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, uniforms to the extent not provided for by Contractor as set forth herein, travel expenses for District employees consistent with the District's reimbursement policies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.
- G. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor. The Contractor shall, to the best of its ability, avoid paying directly for items and seeking reimbursements, as the District provides a credit card for expenditures and has several accounts open for purchases.
- H. Contractor shall require all applicable registration forms and waivers to be executed by any Patrons of the District (as defined in the *Policies Regarding District Amenity Facilities*) prior to use of the District Facilities.
- I. The Parties agree that the District Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the District Facilities consistent with the terms of this Agreement. The Contractor shall operate in a way that maintains the District's tax-exempt status. The District agrees to pay

any applicable ad valorem taxes, except that the Contractor shall be responsible for payment of ad valorem taxes to the extent that the District Facilities are made subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the Districts' rules or policies.

- J.** Contractor agrees that this Agreement expressly prohibits non-compete provisions. Should the District elect to suspend any department hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Contractor under this Agreement. Contractor may prohibit their employees from soliciting work with other competitors or vendors that are not the District in its discretion.
- K.** The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the Districts sole and absolute discretion. Any addendums to this agreement will not take effect unless the parties receive an opinion from bond counsel that the changes made thereby do not adversely affect the exclusion from gross income of interest on the bonds financing the managed property.
- L.** The Contractor shall additionally follow the District's Youth Safety Guidelines set forth in **Exhibit D**.

6. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at the Contractor's sole expense, unless otherwise agreed, in writing, by the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the District Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the District Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Contractor otherwise, in writing. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon sixty (60) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon ninety (90) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination of this Agreement, the Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the facilities, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the facilities;
- b. vacate any portion of the facilities then accessed by the Contractor as a consequence of this Agreement; and
- c. furnish all such information and take all such action as the District shall reasonably require in order to ensure an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. EFFECTIVE DATE. The initial term of this Agreement shall begin **September 8, 2023**, for amenity management services, janitorial services and fitness center management services and October 1, 2023, for the field management services set forth herein (such amounts shall be prorated for each of the initial months) and shall end **September 30, 2024**, unless terminated earlier in accordance with Section 9, above. At the option of the District, this Agreement will automatically renew for additional one-year periods according to the terms provided herein.

11. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement the following insurance:

(i) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(ii) Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

(iii) Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

(iv) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

(v) Abuse/Molestation coverage in the amount of \$1,000,000 (one million dollars).

(vi) Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$3,000,000 (three million dollars).

B. The Sweetwater Creek Community Development District and its staff, consultants, and supervisors shall be listed as certificate holders and additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

12. INDEMNIFICATION; LIMITATION ON GOVERNMENTAL LIABILITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for

any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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

13. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

15. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Nassau County, Florida.

16. ENTIRE AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

18. NOTICES. All notices, requests, consents, and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the Parties, as follows:

A. If to Contractor: Riverside Management Services, Inc.,
9655 Florida Mining Blvd. West, Suite 305,
Jacksonville, Florida 32257
Attn: Jerry Lambert

B. If to District: Sweetwater Creek Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

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

20. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

21. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Howard McGaffney** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, PHONE: (904) 940-5850, E-MAIL: HMCGAFFNEY@GMSNF.COM.

22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

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

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

25. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the

preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

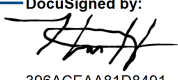
26. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:

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Secretary/Assistant Secretary,
Board of Supervisors

Print Name: Howard McGaffney

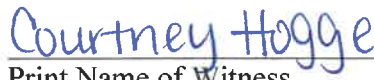
DocuSigned by:

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Chairperson/Vice Chairperson,
Board of Supervisors

**RIVERSIDE MANAGEMENT
SERVICES, INC.**


Witness


Print Name of Witness

By: 

Print: Darrin Messing

Its: President

Exhibit A:

Composite Exhibit B:

Exhibit C:

Exhibit D:

Scope of Services

Contractor's Staffing/Price Proposal

Contractor Performance Evaluation

Youth Guidelines

Exhibit A

Scope of Services

I. Overview of Contractor's Responsibilities

Contractor's staff shall serve the District in a professional manner.

- A. **Field/Contract Management**: Contractor shall create a written job description within the first ninety (90) days and submit it to District Staff, which shall become an addendum to this Agreement. Contractor shall provide professional interaction with and coordination with outside entities, which may include but not be limited to, coordination with District vendors, the homeowner's association, landscape maintenance, and other service contractors, other governmental agencies/enforcement agencies, along with the administration of contracts with one or more of the same. Contractor shall monitor the performance of the District's vendors and service providers and ensure that contractual requirements are met. Contractor shall additionally note any maintenance needs for District facilities and procure proposals for repair or additional service when needed. Included within the Contractor's responsibilities is the oversight of the recreation facilities. Duties include issuing access cards, processing reservation requests, monitoring the use and condition of the facility, responding to and reporting rules violations, and attempting to resolve issues on behalf of the residents, as appropriate. Attention to detail and great customer service is important to the community. Contractor shall also be responsible for repairing minor issues that do not require a trade license, can be completed in the required time frame, and do not require prior approval from management. Contractor shall procure a third-party proposal for any issue that cannot be repaired "in house."
- B. **Janitorial/Custodial Services**: Contractor shall create a written job description and janitorial checklist for all service areas for this position within the first ninety (90) days and submit it to District Staff which shall become an addendum to this Agreement.

<u>Service</u>	<u>Frequency</u>
<u>Clubhouse</u>	
Empty and replace liners in all garbage cans	Each visit
Clean clubhouse restrooms and stock if needed	Each visit
Clean entrance doors inside and out	Each visit
Sweep and mop ceramic tile	Each visit
Wipe down all tables, coffee tables, end tables	Each visit
Clean kitchen area, wipe down appliances	Each visit
Dust all pictures, light fixtures, A/C vents, and TVs	Monthly
Clean interior windowsills and glass	Monthly

windows	
Dust blinds/window treatments and interior ceiling fans	Monthly
Pool/Playground Bathrooms	
Empty and replace liners in garbage cans	Each visit
Sanitize counter tops and diaper changing stations	Each visit
Sanitize all toilets, urinals, and sinks	Each visit
Sweep and sanitize floors	Each visit
Clean all mirrors	Each visit
Wipe down and disinfect partition doors	Each visit
Restock all paper products, soaps, and toiletries	As needed
Dust all light fixtures, vents, and door frames	Monthly
Exterior/Police Grounds	
Empty all exterior garbage cans and replace liners	Each visit
Police pool deck for trash	Each visit
Clean exterior windows and windowsills	Monthly
Clean soffits and fascia boards	Monthly or as needed
Recreational amenities	
Arrange pool furniture and blow off decks	Each visit
Clean water fountains	Each visit
Wipe down pool furniture	Weekly
Check sand in ashtrays and clean/replenish (if applicable)	Monthly
High dust exterior ceiling fans and light fixtures	Weekly or as needed
Check light bulbs and replace any that are burnt out	Each visit

- A. Amenity Manager: Contractor shall create a written job description within the first ninety (90) days and submit it to District Staff which shall become an addendum to this Agreement.
- B.
- Build and retain relationships daily with all residents, families and guests while aiding their safety and enjoyment of the entire facility.
 - Oversight and daily management of all on-site staff and any others under the supervision and control of the management company.
 - Provide consistent and thorough communication to residents via phone, e-mail, e-blast, newsletter, website and face-to-face interaction.
 - Enforce policies relative to the entire District. Anticipate and report potential changes. Recommend possible solutions. Implement final directives.
 - Plan and execute multiple special events in addition to providing consistent activities throughout the year.

- f) Occupy and monitor the use and condition of the Fitness Center throughout all operating hours.
 - g) Attempt to resolve or redirect all District related issues on behalf of the residents.
 - h) Provide professional interaction and coordination with other outside entities such as property management, access control, and security services and provide contract administration services for the same.
 - i) Assist in the District budgeting process, including preparing recreational budget assumptions.
 - j) Monitor the amenity facilities and equipment for safe conditions and usage; take appropriate and necessary actions to correct any unsafe conditions as quickly as able; and make any safety/security recommendations to the District Manager and/or Board.
 - k) Coordinate and communicate with the Board, District staff and others.
 - l) Attend all Board meetings as requested by the District Manager.
- C. Field Operations Manager: Contractor shall create a written job description within the first ninety (90) days and submit it to District Staff which shall become an addendum to this Agreement.
- a) Provide day-to-day oversight of all District common grounds and assets.
 - b) Advise the District of any necessary repairs, extraordinary cleaning, or replacement of assets.
 - c) Create a detailed scope of work for projects requiring additional contractors. Work with and present to the Board when appropriate. Secure cost estimates and initiate work.
 - d) Administer contract execution/compliance by all District maintenance contractors such as the landscape service provider, lake maintenance provider, etc.
 - e) Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of the District. The individual shall have a thorough knowledge of the community and provide a timely, personal response regarding problems or request for service and handle them as expeditiously as possible.
 - f) Remain aware of potential safety or security hazards within District property, communicate with the appropriate district personnel regarding possible corrective action to resolve a safety or security matter, and implement such action when necessary, for the safety and security of the district.
 - g) Maintain full knowledge/awareness of all aspects of residential community maintenance to include landscaping, lake and wetland maintenance, carpentry, electrical, plumbing, painting, and management and/or monitoring of recreational facilities.
 - h) Assist in negotiating, purchasing and bidding of contracted services.
 - i) Assess property damage, neglect and/or depreciation and estimate costs associated with repair and/or replacement.
 - j) Maintain an operations and maintenance manual complete with current drawings.
 - k) Assist District management in monitoring annual maintenance budget.
 - l) Provide financial oversight and make recommendations accordingly.

- m) Train/supervise site staff and maintenance team, if applicable; be responsible for all work performed by staff.
 - n) Oversee common area landscape maintenance provider's performance through weekly meetings and weekly "drive-through" of District and generate "to-do" lists to assist in documenting and monitoring problem-resolution. Work with provider's management team to ensure compliance with contractual requirements, as well as to make necessary corrections to performance deficiencies. Work with landscape architect as needed.
 - o) Oversee performance of pond maintenance provider and storm water management system service provider. Also, ensure that debris does not collect and/or is removed from outfall structures in order to prevent flooding problems.
 - p) Implement District-approved capital projects and makes recommendations for future needs. Contractor shall obtain a minimum three (3) bids (when possible) on any recommended capital improvements. Contractor understands that any recommended capital improvement is subject to approval by the Board.
 - q) Advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear-and-tear," "acts of God," or vandalism, and secure cost estimates for the same. (Such work that is outside the normal, day-to-day maintenance scope of work shall be billed separately, upon arrival of the District, either by Contractor or other outside service contractors.)
 - r) Maintain inventory control of maintenance items, including preparation of preventative maintenance programs.
- C. Communication and Board Meetings: Courteous and respectful communication with the District Board, residents and others shall be expected at all times. Weekly email updates to the Board and District Staff must be sent by 5:00 p.m. each Friday, which highlight any achieved action items, notable events and special programming or special events, along with a status update on pending District items on which the manager is assigned. Monthly reporting to the District Board of Supervisors will be a required job function along with attendance at Board meetings. A schedule of the District's Board meetings may be found on its website. Recommendations on vendor changes, performance and contract administration responsibility are important job functions. The contractor will not have authority to enter into contracts on behalf of the District but shall instead present all proposals to the District Manager.

Composite Exhibit B
Contractor's Staffing/Price Proposal

RIVERSIDE MANAGEMENT SERVICES, INC.

9655 Florida Mining Boulevard West – Building 300 – Suite 305 – Jacksonville, Florida - 32257

**WORK AUTHORIZATION
 FOR
 SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
 FIELD OPERATIONS MANAGEMENT SERVICES**

Riverside Management Services, Inc. (RMS) shall provide Field Operations Management Services for Sweetwater Creek Community Development District. These services include contract administration, field related inspections, and oversight of the following items.

- Landscape Maintenance
- Lake Maintenance
- Coordinate and oversee field related maintenance projects
- Field utility accounts
- Assist with cost share agreement
- Field Operations Budget
- Weekly site inspections
- Lighting inspections and coordinate repairs
- Meeting with contractor's / service providers
- Attend District Board of Supervisors meetings
- Provide an Operations Memorandum outlining field related activity
- Receive / Respond to resident emails and phone calls pertaining to District related issues
- Capital / Project Management pricing and proposals can be provided based upon each individual project

Field Operations Management

Annual
Amount FY24
 \$89,040

General Provisions:

Reasonable reimbursement for the expense of copies, office supplies, travel, etc.

Additional Services:

- General Maintenance Personnel (per hour) \$35.00
- Pressure Washing (upon request)

 Chairman, Sweetwater Creek CDD

 Date

 Riverside Management Services, Inc.

 Date

RIVERSIDE MANAGEMENT SERVICES, INC.

9655 Florida Mining Boulevard West – Building 300 – Suite 305 – Jacksonville, Florida - 32257

September 20, 2023

Howard McGaffney
Sweetwater Creek Community Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

Re: FY2024 Fitness Center Manager, Assistant Manager, Front Desk Attendants, Field Operations Manager, and Janitorial.

Dear Howard:

Please consider this proposal for Riverside Management Services, Inc. to continue providing the following services for the Sweetwater Creek Community Development District:

<u>Services</u>	<u>FY2024 Budget</u>	<u>FY2024 Fees</u>
Fitness Center Manager	-	\$119,075
Assistant Manager	-	\$79,247
Front Desk Attendants	-	\$57,774
Field Operations Manager	\$89,040	\$89,040
Janitorial	-	\$41,795
Maintenance	-	\$35/Hour

The ownership and management at Riverside Management Services, Inc. would like to thank the Board of Supervisors in advance for your consideration of our request to continue providing the above services to your community. Should you have any questions or comments, please feel free to give me a call.

Sincerely,

Darrin Mossing

Darrin Mossing
President

Exhibit C

Contractor Performance Evaluation (“CPE”)

Goal: This CPE program aims to provide a uniform method to evaluate, report and track evaluation of services provided by the District’s Amenity Management and Field Management Services Contractor to ensure that a high quality of services and performance is maintained throughout the contract term. Board members will evaluate the Contractor based on specific service and quality levels as set forth in the Agreement and ratings and corresponding scores will be according to the below guidelines.

Performance Evaluation Guidelines for Scoring:

- Intended to provide Board members with a general framework to assist in the completion of the evaluation.
- This is not designed to be inclusive of all situations.
- Board members should include supportive narratives to support scores.
- Contractor may not be evaluated with a rating lower than “successful” solely for not performing or refusing to perform BEYOND the requirements of the contract.
- A “needs improvement” rating should be supported by referencing specific deficiencies.

Scoring Method:

- Needs Improvement (1 point)
 - *Does not meet contractual, technical and/or professional requirements. Indicates a need for improvement and characterize performance levels that result in a detriment to the District.*
 - *Serious problems existed, and corrective actions have been ineffective.*
 - *Major errors, extensive minor errors, and/or recurring problems.*
 - *Performance indicates little to no effort to satisfy minimum contract requirements.*
- Successful Performance (2 points)
 - *General success. Performance meets contractual requirements and specifications.*
 - *May have some minor problems; however, satisfactory corrective actions taken by the Contractor were effective.*
 - *Problems are not repetitive.*
- Exceptional Performance (3 points)
 - *Exceptional performance beyond expectations and characterize performance levels that result in substantial positive contributions to the District. Some factors:*
 - Identified cost savings;
 - Innovative options or efficiencies;
 - Demonstrated excellence in quality of work and service delivery;
 - Added value; and/or
 - Consistently exceeds District expectations and always provides exceptional results.

Scoring Evaluation Criteria:

1. Budget considerations/cost control
2. Invoicing/payment timeliness
3. Adequacy, quality (of work performed) and availability of workforce
4. Project and contract management success
5. Communications, cooperation and amenity relations

Exhibit D

Youth Program Safety Guidelines

Introduction

To help protect minors, the Sweetwater Creek Community Development District has developed the following list of guidelines. It is important that Contractor's paid staff, volunteers, parents and athletes understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

Purpose

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Contractor and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for Contractors and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Contractor, its paid staff, and volunteers.

Protection and Prevention

Volunteer and Employee Screening Procedures:

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Contractor:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.

- Will monitor facilities during activities involving minors.
- Will endeavor to release minors (here, minors are defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteers wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteers.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse

minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.


- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

D.

From: Scott Lockwood LockwoodS@etminc.com 
Subject: Sweetwater Creek CDD - Onda Park – Grading modifications
Date: September 25, 2023 at 1:56 PM
To: Howard McGaffney hmcgaffney@gmsnf.com
Cc: chogge chogge@gmsnf.com, johnsmith.sccdd@gmail.com, Paul Stratton pstratton@rmsnf.com, Jim Oliver joliver@gmsnf.com

Howard McGaffney	Gms
Courtney Hogge	Gms
Jim Oliver	Gms
John Smith	Sweetwater CDD
Paul Stratton	Riverside

Re: **Sweetwater Creek CDD - Onda Park – Grading modifications** E 05-10-22

Howard, I have attached a copy of the modifications to the Onda Park Grading.
As requested, I met with Paul Stratton and John Smith to review the Drainage Plan (9-22-23).
I adjusted the centerline of the swale over to avoid the irrigation system.
Also, I moved drainage inlet and pipe to avoid the existing hedge row.
Please review and let me know if you have any questions.
Thanks

ETM Scott Lockwood, P.E., Senior Project Manager / Shareholder
LockwoodS@etminc.com | cell: 904.894.5407
office: 904.265.3163 | etminc.com
ENGLAND-THIMS & MILLER

Onda-Park-
Rev-9-...23.pdf
180 KB

LOT LINES
(TYP.)

EXISTING
IRRIGATION
BOXES AND

EXISTING
GRADE

SECTION A-A

STD. MITERED
END SECTION
INV. EL. = 12.3

70 L.F. ~ 12" PVC
BAHIA SOD ALL
DISTURBED
AREAS

NORTH
1" = 40'

REV 9-25-23

2' X 2' CONC
YARD DRAIN
WITH SLOTS
AT EL 14.0
TOP EL = 14.3
INV. EL. = 12.5

IN LIEU OF A
CONCRETE
STRUCTURE
AN INLINE
YARD DRAIN
WITH A 18"
GRATE CAN
BE USED

TOPO SURVEY
PROVIDED BY ETM
SURVEYORS, INC.

225 LF ~ V-SWALE WITH 6:1 SIDE
SLOPES (TYP.)
CENTER OF SWALE OFFSET 6'
FROM IRRIGATION MAIN
(BERMUDA SOD ALL DISTURBED
AREAS IN FIELD)
HEDGE ROW AND EXISTING
IRRIGATION TO REMAIN
SEE SECTION A-A

$$CL = 15.3$$
$$CL = 14.3$$

IRRIGATION TO REMAIN
CONTRACTOR SHALL
RELOCATE AND ADJUST V-
SWALE AS REQUIRED TO
AVOID DAMAGING
IRRIGATION.

SOME IRRIGATION LINES MAY
HAVE TO ADJUSTED TO GO
UNDERNEATH V-SWALE.
CONTRACTOR
SHALL ADJUST AND / OR
RELCOATE / REPAIR AS MAY
BE REQUIRED

IF YOU DIG IN FLORIDA
YOU ARE REQUIRED TO CALL
SUNSHINE STATE ONE-CALL OF
FLORIDA, INC. 1-800-432-4770 FOR
LOCATES, ITS THE LAW.

BOUNDARY

BENCHMARK 1: WPBT
60D NAIL IN A
13" PINE TREE
ELV=17.09' (NGVD 1929)

CB
GRATE ELV=15.28'
NE.ly INV ELV=7.14'
NW.ly WEIR SLOT ELV=12.05'

G:\05-010\05-010-23\LandDev\Design\Base\Onda-Park.dwg, 7/27/2023 11:30:14 AM, LockwoodS, 1:40

E.



Sweetwater Creek Community Development District
c/o Governmental Management Services
219 E Livingston St
Orlando, FL 32801

INVOICE

Customer	Sweetwater Creek Community Development District
Acct #	189
Date	09/13/2023
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information	
Invoice Summary	\$ 850.00
Payment Amount	
Payment for:	Invoice#19564
WC100123522	

Thank You

Please detach and return with payment



Customer: Sweetwater Creek Community Development District

Invoice	Effective	Transaction	Description	Amount
19564	10/01/2023	New business	Policy #WC100123522 10/01/2023-10/01/2024 FIA WC Workers Compensation - New business Due Date: 9/13/2023	850.00

Total

\$ 850.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors

(321)233-9939

Date

P.O. Box 748555
Atlanta, GA 30374-8555

sclimer@egisadvisors.com

09/13/2023



Florida Insurance Alliance, Local Government Insurance Trust
250 International Parkway, Suite 260
Lake Mary, Florida 32746

Call 1-888-259-3010 to present inquiries or obtain information about coverage and to provide assistance in resolving complaints.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

Policy No.:	WC100123522	NCCI Carrier Code No.: 48063
Previous Policy No.:	N/A	

1. Named Insured and Address

Sweetwater Creek Community Development District
1865 North Loop Parkway
St. Augustine, FL 32095

Other workplaces not shown above: *See attached Other Workplaces Schedule WC 99 00 01*

Entity of Insured:

2. The Policy Period is from October 1, 2023 to October 1, 2024 12:01 am Standard Time at the Insured's mailing address
3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The Limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

See Schedule of Forms and Endorsements WC 99 00 03

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All required information shown on the schedule is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	--------------------------------	--------------------------

See Schedule of Operations WC 99 00 04 for detail by state

Minimum Premium: \$236.00

Expense Constant \$160.00

Total Estimated Annual Premium \$395.50

Total Amount Due \$850.00

Agency Name and Address:

Egis Insurance Advisors LLC

250 International Parkway, Suite 260

Lake Mary, FL 32746-5022

IN WITNESS WHEREOF, Florida Insurance Alliance has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Countersigned by 

Trust Administrator



Florida Insurance Alliance, Local Government Insurance Trust
250 International Parkway, Suite 260
Lake Mary, Florida 32746

Workers Compensation and Employers Liability

24/7 CLAIM REPORTING

Dear Valued Member:

Thank you for choosing Florida Insurance Alliance as your workers' compensation carrier. In our continuing effort to provide FIA members and their employees with best-in-class claim service, you may now report and get claim assistance 24 hours a day / 7 days a week.

To report losses, claims, or potential claims:

- **Please call toll free 1-855-332-3656**
 - or
 - **Visit our Workers Compensation claims portal**
www.CareMC.com
-

For emergency Workers Compensation claims requiring immediate assistance, please use the toll-free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

To request access to CareMC, please send an email to Claims@EgisAdvisors.com and supply the following in the body of the email:

- Your Name
- Policy Number
- Address
- Phone Number
- E-mail Address

For all other inquiries or if you have any claims related questions, please contact our claims department at 888-259-3010 ext 2.

Again, please accept my sincere thanks for choosing Florida Insurance Alliance. We look forward to being your insurance carrier of choice and to exceeding your expectations.

Sincerely,

Andres Jimenez
Sr. Manager, Claims and Risk Services
Egis Insurance and Risk Advisors



WC 99 00 01 (03 18)

Florida Insurance Alliance, Local Government Insurance Trust
250 International Parkway, Suite 260
Lake Mary, Florida 32746

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

OTHER WORKPLACES SCHEDULE - EXTENSION OF INFORMATION PAGE - ITEM 1

Policy No.: WC100123522

LOC INSURED NAME & LOCATION

1865 North Loop Parkway
St. Augustine, FL 32095



**FLORIDA
INSURANCE
ALLIANCE**

WC 99 00 02 (03 18)

Florida Insurance Alliance, Local Government Insurance Trust
250 International Parkway, Suite 260
Lake Mary, Florida 32746

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NAMED INSURED EXTENSION – EXTENSION OF INFORMATION PAGE - ITEM 2

Policy No.: WC100123522

Issued By: FLORIDA INSURANCE ALLIANCE

Policy Period: October 1, 2023 to October 1, 2024

NAMED INSURED AND ADDRESS

Sweetwater Creek Community Development District
1865 North Loop Parkway
St. Augustine, FL 32095



Florida Insurance Alliance, Local Government Insurance Trust
250 International Parkway, Suite 260
Lake Mary, Florida 32746

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**SCHEDULE OF FORMS AND ENDORSEMENTS****EXTENSION OF INFORMATION PAGE - ITEM 3.D****Policy No.:** WC100123522

The following Information Pages, Forms, and Endorsements are applicable to:

Workers Compensation

<u>Number</u>	<u>Edition</u>	<u>Description</u>
WC 00 00 01 A	03 18	Information Page
WC 99 00 01	03 18	Other Workplaces Schedule
WC 99 00 02	03 18	Named Insured Extension
WC 99 00 03	03 18	Schedule of Forms and Endorsements
WC 99 00 04	03 18	Schedule of Operations
WC 00 00 00 C	01 15	Workers Compensation and Employers Liability Insurance Policy
WC 00 04 04	04 84	Pending Rate Change Endorsement
WC 00 04 06 A	07 95	Premium Discount Endorsement
WC 00 04 14	07 90	Notification of Change in Ownership Endorsement
WC 00 04 19	01 01	Premium Due Date Endorsement
WC 09 03 03	08 05	Florida Employers Liability Coverage Endorsement
WC 09 04 03 B	01 15	Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC 09 04 07	07 13	Florida Non-Cooperation with Premium Audit Endorsement
WC 09 06 06	10 98	Florida Employment and Wage Information Release Endorsement



**FLORIDA
INSURANCE
ALLIANCE**

WC 99 00 04 (03 18)

Florida Insurance Alliance, Local Government Insurance Trust
250 International Parkway, Suite 260
Lake Mary, Florida 32746

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE OF OPERATIONS - EXTENSION OF INFORMATION PAGE - ITEM 4

FLORIDA

Policy No.: WC100123522

Class Code No.	Class Description	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
9012	Building or Property Management	\$15,000	0.76	\$114.00



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy we agree with you as follows:

General Section

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE WORKERS COMPENSATION INSURANCE

A. How this Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by the insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgement as required by law until we offer the amount due under this insurance; and
5. Expenses we incur

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. Of your serious and willful misconduct;
2. You knowingly employ an employee in violation of law;
3. You fail to comply with a health or safety law or regulation; or
4. You discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly

G. Recovery from Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.

4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
 5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. Benefits payable by this insurance;
 - b. Special taxes, payments into security or other special funds, and assessments payable by us under that law.
 6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.
- Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How this Insurance Applies

This Employers Liability Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by the Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee provided that these damages are the direct consequence of the bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901- 944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgement as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery from Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgement

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How this Insurance Applies

1. This Other States Insurance applies only if one or more states are shown in Item 3.C. of the information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by the statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the company named on the policy Information Page. In witness thereof, the company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the company.

A handwritten signature in black ink, appearing to read "Paul R. [unclear]", is written over a horizontal line.

Authorized Representative



PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

FLORIDA

**PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule				
1. <u>State</u>	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
	\$10,000	\$190,000	\$1,550,000	Over \$1,750,000
FLORIDA	0.0%	9.1%	11.3%	12.3%

2. Average Percentage discount: Refer to the Extension of Information Page
3. Other Policies:
4. If there are no entries in Items 1, 2, and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy:



NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.



PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**



FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

- C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. Bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.



FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule

Rate per \$100 of Remuneration

\$0.010000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium

Insurance Company

Countersigned by _____



FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSMENT

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five-Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit request or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium of this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you for your final premium. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five-Premium, E.



FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

F.

September 26, 2023

Erin Gunia
Sweetwater Creek CDD
Palencia South Aquatic Fitness Center

guniabeach@yahoo.com
904-814-4531

COMMERCIAL POOL MAINTENANCE AGREEMENT

Check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report as required by Chapter 64E-9.004(13), FAC, per site visit.

Conduct tests for Free Available Chlorine, Combined Chlorine, Total Chlorine, pH, Acid Demand, Base Demand, Total Alkalinity, Calcium Hardness, Cyanuric Acid and Temperature as required to maintain water quality levels within requirements of Chapter 64E-9.004(d), maintain Saturation Index within +0.3 to -0.3 for proper water balance.

Operate filtration and recirculation system, backwashing when necessary. Maintain pool at proper water level. Check all valves for leaks, all bolts for snug fit, respond to variations in the sounds of electric motors, check GFCI for proper operation, clean strainers, and maintain proper flow rates and equipment in clean condition.

Manually skim, brush and vacuum pools as necessary. Chemically treat and vacuum entry fountain.

All chemicals to perform the above maintenance, plus chemicals required for special treatment of stains, metals sequestering, foam removal, oil removal, mustard and black algae treatment, phosphate removal and superchlorination **shall be used as needed and billed**.

Cleaning of the pool deck area shall be the responsibility of others. The Pool Contractor shall not be responsible for any existing damage or stains in the swimming pool or deck finish. Additional effort required due to gale force (or stronger) winds or other natural storms shall be billable.

Maintenance shall be performed three (3) days per week year-round. The pools shall be closed one day per week (should be Monday) for superchlorination and algae treatment as determined by the Pool Contractor and Operations Manager.

Advise the Operations Manager of any repairs, cleaning, or replacement items required due to wear, tear, or vandalism. The pools and associated equipment shall be kept in proper working order in accordance with the Code. Such items shall be billed, upon approval by the Operations Manager.

MONTHLY FEE BASED UPON ANNUAL CONTRACT..... \$1,595.00

ACCEPTED FOR CONTRACTOR

BY: *Andrew Arsenault*

TITLE: President

DATE: September 26, 2023

ACCEPTED FOR PURCHASER

BY: _____

TITLE: _____

DATE: _____

September 26, 2023

Erin Gunia
Sweetwater Creek CDD
Palencia South Aquatic Fitness Center

guniabeach@yahoo.com
904-814-4531

COMMERCIAL POOL MAINTENANCE AGREEMENT

Check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report as required by Chapter 64E-9.004(13), FAC, per site visit.

Conduct tests for Free Available Chlorine, Combined Chlorine, Total Chlorine, pH, Acid Demand, Base Demand, Total Alkalinity, Calcium Hardness, Cyanuric Acid and Temperature as required to maintain water quality levels within requirements of Chapter 64E-9.004(d), maintain Saturation Index within +0.3 to -0.3 for proper water balance.

Operate filtration and recirculation system, backwashing when necessary. Maintain pool at proper water level. Check all valves for leaks, all bolts for snug fit, respond to variations in the sounds of electric motors, check GFCI for proper operation, clean strainers, and maintain proper flow rates and equipment in clean condition.

Manually skim, brush and vacuum pools as necessary. Chemically treat and vacuum entry fountain.

All chemicals to perform the above maintenance, plus chemicals required for special treatment of stains, metals sequestering, foam removal, oil removal, mustard and black algae treatment, phosphate removal and superchlorination **shall be used as needed and billed**.

Cleaning of the pool deck area shall be the responsibility of others. The Pool Contractor shall not be responsible for any existing damage or stains in the swimming pool or deck finish. Additional effort required due to gale force (or stronger) winds or other natural storms shall be billable.

Maintenance shall be performed five (5) days per week year-round. The pools shall be closed one day per week (should be Monday) for superchlorination and algae treatment as determined by the Pool Contractor and Operations Manager.

Advise the Operations Manager of any repairs, cleaning, or replacement items required due to wear, tear, or vandalism. The pools and associated equipment shall be kept in proper working order in accordance with the Code. Such items shall be billed, upon approval by the Operations Manager.

MONTHLY FEE BASED UPON ANNUAL CONTRACT..... \$2,995.00

ACCEPTED FOR CONTRACTOR

BY: *Andrew Arsenault*

TITLE: President

DATE: September 26, 2023

ACCEPTED FOR PURCHASER

BY: _____

TITLE: _____

DATE: _____



Big Z Pool Service, LLC
172 Stokes Landing Rd
Saint Augustine, FL 32095
office@bigzpoolservice.com
bigzpoolservice.com

Estimate 3946

ADDRESS	DATE	TOTAL	EXPIRATION DATE
Sweetwater Creek CDD (Palencia) 1865 N Loop Parkway Saint Augustine, FL 32095	09/26/2023	\$2,300.00	11/26/2023

PRODUCT/SERVICE	QTY	RATE	AMOUNT
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Service Address: 1865 N Loop Parkway
St. Augustine FL 32095

RE: Pool Cleaning Services without
Chemicals

NOTE: chemicals are provided by the
community's 3rd party vendor, Poolsure.
*Terms: invoices are emailed on the 1st if
the estimate is accepted, and payments
are due on the 30th of the current month
of service. If the estimate is accepted we
will provide a full-service contract for
signing outlining the same pricing as listed
below along with additional details.

Any work outside of the work described
below such as additional visits, or service
work to equipment, emergency calls, algae
treatments are billed at the rate of \$175/
hour, 2 hours minimum. Emergency Calls,
after hours: Monday through Friday after
6 and weekends. A 1-year agreement is
required.

Late payments are subject to a \$70 late
fee if greater than 7 days past the due
date. After 15 days of no payment,
services are suspended until the account
is brought current.

NOTE: we are closed for a week for
Christmas and Thanksgiving, however
during Thanksgiving we do guarantee at
least 1 service visit to be completed with
the on-call tech.

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan
Big Z Pool Service, LLC
Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Services:Monthly Service Recurring Monthly Pool Service Schedule: 3 days per week M, W, F-annually Bodies of water: 1Pool on Site Cleaning Services Include the Following: -Skimming of the pool surface, keeping the gutters free from debris -Vacuum -Brushing of the walls/stairs -Waterline Tile Cleaning -Backwashing of the filters -Filtration Maintenance ie. emptying of pump baskets, and lubrication of Orings -Water Chemistry, to check and balance chemicals -DOH Documentation Logging	1	2,300.00	2,300.00

Thank you for your consideration. We are happy to answer any questions if you have any, Thank you.

TOTAL	\$2,300.00
THANK YOU.	

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!
Zach Sullivan
Big Z Pool Service, LLC
Licensed & Insured CPC#1459355

RIVERSIDE MANAGEMENT SERVICES, INC.

9655 Florida Mining Boulevard West – Building 300 – Suite 305 – Jacksonville, Florida - 32257

September 28th, 2023

Howard McGaffney
Sweetwater Creek Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Pool Maintenance Services

Dear Howard:

Please consider this proposal for Riverside Management Services, Inc. to provide the below additional service for Sweetwater Creek Community Development District:

<u>Services</u>	FY 2024 <u>Proposed Fee</u>
Option #1: Pool Maintenance (3 Days Summer, 2 Days Winter)	\$1,560/ Month - \$18,720/ Year
Option #2: Pool Maintenance (5 Days Summer, 2 Days Winter)	\$2,040/ Month - \$24,480/ Year

Summer: April 15th – September 15th

- Check water quality/complete log
- Test for free available chlorine, combined chlorine, total chlorine, pH, acid demand, base demand, total alkalinity, calcium hardness, cyanuric acid and temperature as needed
- Manually skim, brush, vacuum and clean tiles
- Operate filtration and recirculation system, cleaning when necessary
- Inspect valves for leaks, bolts, GFCI for proper operation and water levels
- Maintain proper flow rate and clean condition

Pool chemicals are not included in this proposal. The ownership and management at Riverside Management Services, Inc. would like to thank the Board of Supervisors in advance for your consideration of our proposal to provide pool maintenance services to your community. Should you have any questions or comments, please feel free to give me a call.

Sincerely,

Darrin Mossing, President

G.



Integrated Access Solutions
INTEGRATION THAT WORKS FOR YOU

Integrated Access Solutions
(904)894-8114
2227 Crystal Cove Dr
Green Cove Springs, FL 32043
United States

Prepared For
Sweetwater By Dell Webb

Estimate Date
10/02/2023

Estimate Number
0001763

Description	Rate	Qty	Line Total
Notes This Estimate is to install a Maglock and Push to exit button on a gate at the Pickleball court. Another company will be doing the installation and programming of all other devices. IAS will only be responsible for the installation of these devices.	\$0.00 +Duval	1	\$0.00
Gate Maglock	\$361.89 +Duval	1	\$361.89
Z Bracket for Maglock	\$84.50 +Duval	1	\$84.50
PTE with built in timer	\$279.55 +Duval	1	\$279.55
Labor for installation, setup and testing	\$132.00 +Duval	4	\$528.00
Subtotal			1,253.94
Duval (7.5%)			94.05
Estimate Total (USD)			\$1,347.99

Terms

Workmanship warranty is one year from install date.

Manufacturer warranty is per manufacturer.

Payment terms will be 50% down and 50% upon completion.



904-353-4361 ♦ www.DowlingDouglas.com

PRICE QUOTE
Card Services Division

Attn: John Smith Org: Sweetwater Creek CDD Phone: 770-841-4800 E-mail: johnsmith.sccdd@gmail.com Project: BadgePass Access Manager - New Pickelball Court		Date: 10/3/2023 Proposal By: John Pecnik E-mail: John@DowlingDouglas.com		
Item	Description	Unit Price	Qty.	Ext Price
BP-AMCRE	BadgePass Access Manager - 1 Door, 1 PIN Pad Reader Includes: BadgePass 1 Door PoE Intelligent Controller BadgePass 2 Panel Enclosure (Includes: Lock Power Supply) BadgePass Wall Mount Reader (Pin Pad) No Door Hardware Included. Installation of Access Control Hardware Not Included. 1) This quote is for the new pickelball courts. 2) Enclosure allows for up to two 1-door PoE controlles. 3) Dowling Douglas Company will install all software aspects of this project. 4) Sweetwater Creek CDD will have current network vendor install the necessary cable, electrical connections and BadgePass hardware. 5) Installation at the tennis facility to be duplicated inclusive of door hardware, mag locks, exit button and or delay switch. Total Project Cost: <i>Lock Power Supply can support locking hardware for up to 4 doors</i> <i>Proposal includes hardware items only.</i> <i>All wiring and installation to be completed by the customer or at an additional cost to be determined upon completion of site survey</i> <i>This proposal excludes door hardware: Maglock, DPS Option, Exit Button, PIR Sensor, Spacer Bracket, Z-Bracket & Backup UPS.</i>	\$2,600.00	1	\$2,600.00
				\$2,600.00

Quote Valid for 30 Days

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Shopping Cart

Summary

Subtotal \$7,420.00

Shipping **FREE**

Sales Tax

Your Current Total **\$7,420.00**

Estimated Ship Date: 10/10 - 10/16* *When you order by 3pm ET 9/28

- Checkout

Visa, American Express, Mastercard, Discover, JCB, Union Pay, PayPal

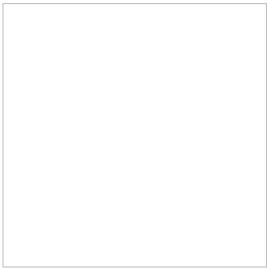
- Other Payment Methods

PayPal PayPal Credit Check or Money Order

Shopping Cart Items

Item	Price	Qty	Subtotal
<div></div> <div>Vineyard Vineyard Dining Arm Chair</div> <div>SKU#: VND230MA</div> <div>Mahogany</div> <div>Add to Wishlist Edit Remove item</div>	\$299.00	<div>Qty</div> <div>8</div>	\$2,392.00

\$259.00 Qty 8 \$2,072.00

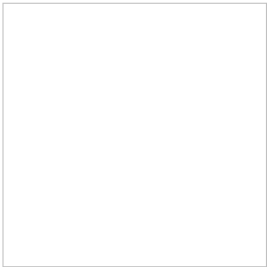


Vineyard [Vineyard Dining Side Chair](#)

SKU#: VND130MA

Mahogany

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\$739.00

Qty

4

\$2,956.00

Nautical [Nautical Trestle 48\"/>](#)

SKU#: RT448-L1MA

Mahogany

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