

*Sweetwater Creek
Community Development District*

Agenda

November 27, 2023

AGENDA

**Sweetwater Creek
Community Development District**

475 West Town Place, Suite 114

St. Augustine, Florida 32092

www.SweetwaterCreekCDD.com

November 20, 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 **Monday, November 27, 2023 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment (limited to three minutes)
- III. Approval of the Consent Agenda
 - A. Minutes of the October 5, 2023 Meeting and October 19, 2023 Workshop
 - B. Financial Statements (to be provided under separate cover)
 - C. Check Register (to be provided under separate cover)
 - D. Macava Change Order No. 2 for Diamond Plates in the Fitness Center
 - E. Ratification of Agreements:
 - 1. Ratification of Agreement with Envera for Security System Installation and Maintenance
 - 2. Ratification of Agreement with AL Dirtworks for Onda Park Drainage Swale
 - 3. Ratification of Agreement with Duval Landscape Maintenance for Irrigation Pipe Rerouting
 - 4. Ratification of Agreement with Riverside Management Services for Pool Maintenance Services
- IV. Staff Reports
 - A. District Engineer
 - 1. Ratification of Requisitions 105-109

2. Ratification of ETM Work Authorization No. 14
3. Discussion of Resignation of ETM
- B. Landscape Team – Maintenance Report
- C. District Counsel
- D. District Manager
- E. Field Manager – Report
- F. Director of Amenities – Report
- V. Business Items
 - A. Consideration of Irrigation Improvement Proposals – Pickleball Construction Areas
 - B. Consideration of Resolution 2024-01 Ratifying Staff's Actions in Advertising RFQ for Engineering Services and Confirmation of Evaluation Criteria
 - C. Consideration of Proposal Onda Pump Repair
 - D. Discussion of Park Projects
- VI. Other Business
- VII. Supervisor Requests / Public Comment
- VIII. Next Scheduled Meeting – Thursday, January 4, 2024 at 4:00 p.m. at 625 Palencia Club Drive, St. Augustine, Florida 32095
- IX. Adjournment

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

THIRD ORDER OF BUSINESS

A.

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

The regular meeting of the Board of Supervisors of the Sweetwater Creek Community Development District was held on **Thursday, October 5, 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
Mary Marchiano	Duval Landscape
Josh Boucher	Duval Landscape

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

FIRST ORDER OF BUSINESS

Roll Call

Mr. McGaffney called the meeting to order at 4:05 p.m. Five Board members were physically present, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment

Steve Burns, Chris Diesel and Anthony Widener commented that they were not in favor of pickleball courts, or a parking lot being constructed off the Onda cul-de-sac.

Kristen Cohen asked about the bollards at the end of Glorieta that are painted different colors.

Mr. McGaffney stated that the Board was asked if the bollards could be painted green for aesthetic reasons, however it was later found the County requires them to be yellow.

A resident asked that the Board come up with a five-to-ten-year low maintenance plan for landscaping rather than using annuals.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Engineer

Mr. Lockwood presented a revised topographic survey for the Onda Park drainage swale improvements. He also stated that he looked at the Rincon drainage issue and asked that the inlets be cleaned out. Lastly, he updated the Board on the county main line improvement noting the schedule is not finalized as the County is in the design phase, but it's expected to be installed around the end of November.

1. Ratification of Requisitions 102-104

On MOTION by Mr. Handler, seconded by Mr. Lisotta, with all in favor, requisition numbers 102 through 104 were ratified 5-0.

2. Update on County Main Line Improvement

Mr. Lockwood covered this item during his report above.

B. Landscape Team – Maintenance Report

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

C. District Counsel – Update on the Interlocal Agreement

Ms. Kilinski stated that as of October 8, 2023 there will no longer be an interlocal agreement for purposes of staffing and maintenance services. The cost share and reciprocal use agreements are still in place, however.

Next, she informed the Board that she has a phone message into the FWC to inquire as to why the derelict boat has not yet been removed.

Next, she stated that there has been no substantive movement on the small claims case but noted it will be scheduled for trial likely later this year. The other party has again asked about the

District's willingness to settle. The Board discussed whether to proceed with the suit or make a settlement offer and followed with the motion below.

On MOTION by Mr. Lisotta, seconded by Mr. Smith, with Mr. Handler and Mr. Usina opposed and Mr. Lisotta, Mr. Smith and Mr. Cervelli in favor, making a settlement offer of \$11,000 was approved 3-2.

Mr. McGaffney noted if the other party does not agree to the settlement offer of \$11,000, Ms. Kilinski's firm will continue to move forward with the suit.

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.

F. Director of Amenities

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

Ms. Gunia added that staff has been onboarded by RMS, including janitorial staff.

Mr. Usina asked Ms. Gunia to track usage of the Zen room.

FOURTH ORDER OF BUSINESS

Approval of the Consent Agenda

A. Minutes of the September 7, 2023 Meeting

A copy of the minutes of the September 7, 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 \$132,643.22 was included in the agenda package.

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

FIFTH ORDER OF BUSINESS

Business Items

A. Consideration of Workshop to Discuss Parks

Mr. Lisotta stated that he thinks it would be beneficial to have a longer discussion than what takes place at the regular meetings to allow more resident participation. He also stated his preference for a later meeting time.

The Board took a brief recess at this time, approximately 4:58 p.m. The meeting reconvened and the following action was taken.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, scheduling a workshop to discuss the parks for October 19, 2023 at 6:00 p.m. was approved 5-0.

Mr. Smith requested that the December meeting be moved. He and Mr. McGaffney will discuss possible dates.

B. Ratification of Envera Agreement

Ms. Kilinski stated that her firm received the agreement back from Envera the day before the meeting and she has provided comments on that agreement. The details of the agreement were discussed later in the meeting during a private session.

C. Ratification of Agreement with Riverside Management Services for Amenity and Field Management Services

Ms. Kilinski stated that the form of agreement with RMS has been well vetted and the provisions for the staffing and costs are consistent with what the Board has discussed. She also pointed out the contractor performance evaluation that would be done on at least an annual basis.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, the agreement with Riverside Management Service for amenity and field management services was ratified 5-0.

D. Update on Drainage Swale Project and Ratification of Agreement

Mr. McGaffney noted the agreement is not yet ready as there were some last-minute changes to the project so it will be put on the December agenda for ratification.

Mr. Smith added that the total of the dirt work proposal came in at \$19,145 and the proposal for the irrigation repair proposal came in at \$2,400. He also noted there were two options for sod, one totaling \$5,000 and another totaling \$7,700 and he recommends going with the lower cost option, so the total cost of the project would come to approximately \$26,000, which Mr. McGaffney noted is below the not to exceed amount of \$40,000.

Mr. Usina asked if there is an option for a well.

Mr. Smith responded that he is investigating the well separately. He believes a shallow well would be around \$8,000.

E. Ratification of Adding Worker's Comp Insurance to Policy

Mr. McGaffney informed the Board that when supervisors start taking on tasks such as project management they are excluded under the current coverage, so worker's comp insurance becomes necessary. The addition of worker's comp insurance is \$850 for the year.

On MOTION by Mr. Usina, seconded by Mr. Lisotta, with all in favor, adding worker's comp insurance to the policy was ratified 5-0.

F. Consideration of Proposals for Pool Maintenance Services

Ms. Gunia presented three proposals for pool maintenance services which included options for five days per week. Rick Arsenault's proposed fee is \$1,595 for service three days per week, Big Z Pool Service's proposed fee for three days per week is \$2,300, and RMS's proposed fee is \$1,560 for three days per week or \$2,040 for five days per week. Ms. Gunia added that three days per week could be tested out along with having a full-time janitor that can skim the pool and light cleaning on the days there's no pool cleaning service provided.

On MOTION by Mr. Lisotta, seconded by Mr. Usina, with all in favor, the proposal from Riverside Management Services was approved 5-0.

G. Updates on Pickleball Courts

- **Discussion of Reservation System**

Mr. Smith informed the Board that the electricians are wrapping up and there are two more weeks for curing of the asphalt before paint will be applied. He also presented proposals for access control to the courts, furniture for the courts and change orders for electrical work. The total for all items combined come to \$19,387.

Mr. McGaffney noted some of the presented proposals are not on the agenda and would require amending the agenda and taking public comment.

On MOTION by Mr. Usina, seconded by Mr. Handler, with all in favor, adding the presented proposals from Dowling Douglas, Integrated Access Solutions, CRN Jax and the change order from Hoffman to the agenda was approved 5-0.

There being no comments on these specific items, the following motion was taken.

On MOTION by Mr. Cervelli, seconded by Mr. Handler, with all in favor, the access control, furniture, and electrical expenditures related to the pickleball courts were approved at an amount not to exceed \$19,387 5-0.

H. Discussion of Safety Items

- **Traffic Safety Mirrors**
- **Pedestrian Crosswalks**

Mr. Usina stated that the pedestrian crosswalks on the corner of Enrede and Las Calinas near the bus stop and near Ensenada Park need a lighted sign that can be activated when pedestrians are crossing the road. He recommended approving a not to exceed amount of \$5,000.

Mr. Lisotta stated that he does not think the community has the amount of pedestrian traffic that would require this change.

Ms. Kilinski stated that she believes the County would need to approve the change in the signs.

There was no public comment on this item.

On MOTION by Mr. Usina, seconded by Mr. Cervelli, with Mr. Smith, Mr. Usina, Mr. Cervelli and Mr. Handler in favor and Mr. Lisotta opposed, purchasing flashing pedestrian crosswalk signs at an amount not to exceed \$5,500 was approved 4-1 subject to the District Engineer verifying County requirements.

Mr. Smith informed the Board that a resident has requested a traffic mirror be installed near the curve on Las Calinas.

On MOTION by Mr. Handler, seconded by Mr. Smith, with Mr. Smith, Mr. Usina, Mr. Cervelli and Mr. Handler in favor and Mr. Lisotta opposed, purchasing a convex traffic mirror subject to the District Engineer verifying County requirements was approved 4-1.

I. Consideration of Pickleball Court Furniture

This item was taken under the update on pickleball courts.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Lisotta cautioned Mr. Smith in speaking about potential construction projects as he's received a lot of feedback from Onda residents concerned that the Board would be voting on additional pickleball courts at this meeting.

Mr. Cervelli asked the Board if they'd be okay with himself, Mr. Stratton and Ms. Marchiano taking a strategic look at a long-term landscaping plan for the District. There were no objections from the Board.

SEVENTH ORDER OF BUSINESS

Supervisor Requests / Public Comment

Mr. Usina asked how much money has been paid to Duval Landscaping for any and all expenses.

Mr. McGaffney stated that he would send a detailed report to the Board.

Mr. McGaffney stated that the Board previously asked him to investigate whether the County would take ownership of the portion of roadway from Battersea to Las Calinas. He met with a County Commissioner and Public Works Director and they've indicated the County is not looking to take ownership of more roads, but the District is welcome to go through the process for making the request, which entails the engineer inspecting the roads, bore samples, and county approval of the condition of the roads. He will provide more information in December.

A resident stated that a County Commissioner will be attending the Palenica POA meeting next week.

Ms. Gunia will send an e-blast to inform the residents.

EIGHTH ORDER OF BUSINESS

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

Mr. McGaffney will work with Supervisor Smith to find a meeting date that may work better for him.

NINTH ORDER OF BUSINESS

**Consideration of Proposals for Security
System**

This portion of the meeting was closed to the public in accordance with Sections 119.071(3)(a) and 281.301, Florida Statutes, as the Board discussed matters related to the security system plan. The closed session began at approximately 5:49 p.m. The public portion of the meeting resumed at approximately 6:03 p.m. and the following action was taken.

On MOTION by Mr. Usina, seconded by Mr. Smith, with all in favor, security camera installation was approved at an amount not to exceed \$15,000 5-0.
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On MOTION by Mr. Handler, seconded by Mr. Smith, with all in favor, the Envera contract with an assignment provision was approved 5-0.
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TENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned at approximately 6:04 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

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

A workshop of the Board of Supervisors of the Sweetwater Creek Community Development District was held on **Thursday, October 19, 2023** at 6:00 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

Also present were:

Howard McGaffney	District Manager, GMS
Erin Gunia	Director of Amenities
Paul Stratton	Field Operations Manager, RMS

The following is a summary of the discussions taken at the October 19, 2023 Sweetwater Creek Community Development District's Board of Supervisors workshop.

FIRST ORDER OF BUSINESS

Roll Call

The workshop began at approximately 6:00 p.m. Four Board members were physically present.

SECOND ORDER OF BUSINESS

Discussion of Onda Park and Other Park Related Matters

Mr. Usina stated that a common comment he gets is the areas behind the roundabout get left out so the idea of putting parks in is to make parks within walking distance for the entire community.

Mr. Lisotta stated much of the land in the community is low-lying and holds water, so to bring that land up to a condition in which something can be built on it is very expensive, so the Board is in the position of trying to find areas that are already cleared and generally flat.

Alicia Burns asked where the idea for all the parks came from.

Mr. Usina responded a survey completed by residents years ago and noted that's why there are changes being made to the amenity center and why pickleball courts are being built.

A resident commented that a majority of residents on Glorieta do not want a park there and added that there are three acres on Onda that are already cleared and therefore would be the least expensive location.

Mr. Lisotta stated that there are also residents of Onda present at the workshop that do not want a park in that location.

The resident then commented that in that case another survey needs to be done as the demographics of Palencia have changed over the years.

Mr. Usina stated that the Board has a certain amount of time to use the bond money from the refinancing and sending out a survey, collecting the results and creating a plan from there would take more time than what is available. He closed the back-and-forth commentary with the public by stating that the Board has a responsibility to 767 residents within the District and while seven or eight homes on Glorieta might be opposed, there may be a similar number of homes on the street that would love to have a park on their street.

Mr. McGaffney informed the Board that there is around \$350,000 available for use.

Mr. Lisotta stated that he doesn't want to see parking lots put next to homes or attracting people to an area such as a quiet cul-de-sac environment. He also questioned whether it's worth it if a bunch of money is spent to install a park and it gets used by 100 kids over the course of the year.

Mr. Smith stated that he likes the idea of a centrally located area, but he'd like to see something like a pavilion with grills off Onda and a running track with dip stations through the woods. He also questioned whether Ensanada could be expanded.

Mr. Cervelli stated that the parks in Marshall Creek are very under-utilized and there are a lot of maintenance costs involved. He believes a central area is the way to go and looks at this as an opportunity to provide one location that an entire family could utilize, which means considering options for Onda Park.

Mr. Lisotta stated his opposition to putting in a parking lot or multiple activities off of Onda.

Mr. Cervelli stated that he believes the Board would be in favor of removing the dog park from next to the fitness center and getting an idea of what the cost would be to prepare that land

for another improvement. He also agreed that a dog park should be placed elsewhere, and, in his opinion, it should be south of the roundabout. What would need to be agreed upon is what improvement will be placed in the current dog park location and where the new dog park should be placed.

Mr. Usina proposed turning the area off the asphalt cut through from Glorietta that connects to Las Calinas into a dog park. Mr. McGaffney stated that he would verify how to open up the area that is currently blocking thru traffic.

An item will be added to the next agenda to discuss removing the current dog park and where it's going to be moved to.

THIRD ORDER OF BUSINESS

Supervisor Requests / Public Comment

There being no additional comments or requests, the next item followed.

FOURTH ORDER OF BUSINESS

**Next Scheduled Meeting – Thursday,
November 27, 2023 at 4:00 p.m. at 625
Palencia Club Drive, St. Augustine, Florida
32095**

FIFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Smith, seconded by Mr. Lisotta, with all in favor, the workshop was adjourned at approximately 7:27 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

D.



1015 Atlantic Blvd. #343
Atlantic Beach, FL 32233

Change Order #02

27 October 2023

Mrs. Erin Gunia
Director of Amenities & Strategic Planning
Palencia
1879 N Loop Pkwy
St. Augustine FL 32095

SENT VIA EMAIL

Hi Erin,

Per your email authorization on Oct 24, 2023, Macava shall furnish and install six (6) 3'x3' aluminum diamond plate panels in the Facility. Macava will install two (2) of these plates in the large workout room where the squat bar is propped up in the corner, and four (4) of these plates in the left closet of the dance studio where the exercise bikes are stored.

Scope of Change Order

- Furnish & Install six (6) 3'x3' aluminum diamond plates as described above.

Our lump-sum fees to provide the services above are:

Project Scope Items	
Diamond Plates for Project	\$1,900.00

We expect this work to be completed within seven (7) days.

Thank you,
Macava, Inc.

E.

2.

**AGREEMENT BY AND BETWEEN THE SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT AND AL DIRTWORKS, LLC FOR ONDA PARK SWALE
CONSTRUCTION SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 6th day of October 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, L.L.C., 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”); and

AL DIRTWORKS, LLC, a Florida limited liability company, whose address is 5128 Gracewood Lane, St. Augustine, Florida 32092 (the “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to construct a swale on the left side of Onda Park, as more particularly described in the Contractor’s Estimate attached hereto and incorporated herein by this reference as **Exhibit A** (hereinafter, the “**Services**”); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such Services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES.

- A.** The duties, obligations, and responsibilities of Contractor are to provide the construction materials, labor and skill necessary for construction of a swale, as more particularly described in **Exhibit A** and herein. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably

necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials required to improve drainage in and around Onda Park. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure successful completion. Contractor shall report directly to the District Manager or his designee.
- C.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities within twenty-four (24) hours. Contractor shall ensure that all equipment is operated only by individuals holding the proper licenses for such operation.
- D.** Contractor shall perform the Services in a neat and workmanlike manner. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately require such reasonable correction to ensure accurate completion of the Services and/or terminate this Agreement and will only be responsible for payment of Services satisfactorily completed.
- E.** This Agreement grants to Contractor the right to enter District lands which are subject to and necessary to complete the Services contemplated by this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- F.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** As compensation for the Services described in this Agreement, the District agrees to pay Contractor a total amount not to exceed **Nineteen Thousand, One Hundred Forty-Five Dollars (\$19,145.00)**, to be invoiced upon final completion and acceptance of the Services by the District. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections

218.70 through 218.80, *Florida Statutes*.

- B. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. DATE OF COMMENCEMENT. Contractor shall commence the Services as expeditiously as possible, and in no event later than October 13, 2023, provided however that such commencement date may be adjusted in writing to address any delays caused by the District or otherwise agreed to in writing by the Parties.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 6. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services, including specifically all construction and installation services contemplated and/or provided hereunder, and all materials shall be of good quality and free from faults and defects. Contractor hereby warrants all materials, services and workmanship for two years after final acceptance by the District and agrees to assign any and all of the materials and manufacturers' warranties to the District. Neither final acceptance of the Services, nor final payment therefore, nor any provisions of this Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with the

Agreement, Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the District and to correct and pay for any other damage resulting therefrom to the District property or the property of landowner's within the District such that the District receives the maximum benefit of the completed Services contemplated by this Agreement.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District.

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, professional staff and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEMNIFICATION.

- A. In consideration for the Services provided for hereunder and the compensation paid, Contractor shall indemnify, defend, and hold harmless the District and its supervisors, officers, staff, employees, representatives, and agents against any

claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed thereunder. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against Contractor.

- 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, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 12. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation

other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 13. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 15. AMENDMENTS. 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 the District and Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 17. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

A. If to the District: Sweetwater Creek CDD
c/o Governmental Management Services, LLC
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

B. If to the Contractor: AL Dirtworks, LLC
5128 Gracewood Lane
St. Augustine, Florida 32092
Attn: Andrew W. Leonard

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 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 in this Agreement.

SECTION 18. 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 substantially 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.

SECTION 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida

SECTION 20. 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, HOWARD MCGAFFNEY, C/O GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, (904) 940-5850, HMCGAFFNEY@GMSNF.COM.

SECTION 21. 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.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. 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.

SECTION 24. 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 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.

SECTION 25. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 26. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.091, *Florida Statutes*. If Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly

violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:

Ron Cervelli

77008D09A185429

Chair, Board of Supervisors

AL DIRTWORKS, LLC, a Florida limited liability company

DocuSigned by:

Andrew Leonard

3F6FD7E2743D465...

By: Andrew Leonard

Its: Owner

Exhibit A: Contractor's Estimate

EXHIBIT A
Contractor’s Estimate

ESTIMATE

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

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



Sweetwater Creek CDD

Bill to
Sweetwater|Creek CDD

Estimate details
Estimate no.: 1018
Estimate date: 09/18/2023

Product or service		Amount
1. Onda Park	1 unit × \$19,145.00	\$19,145.00
Create Swale on left side of park area starting at sidewalk off Onda Park Starting at 12' wide narrowing down to the drain box, draining east toward the back of the park starting at 15.3 sloping to 15.0 where 2x2 drain box will be installed followed by 70 feet of 12-inch pipe to a mitered drain located in the back ditch. This Price includes haul off of debris left behind by Lennar.		
Total		\$19,145.00

3.

**AGREEMENT BY AND BETWEEN THE SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT AND DUVAL LANDSCAPE MAINTENANCE, LLC FOR
IRRIGATION PIPE REROUTING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 6th day of October 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

DUVAL LANDSCAPE MAINTENANCE, LLC, a Florida limited liability company, whose address is 7011 Business Park Boulevard N, Jacksonville, Florida 32256 (the “Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to reroute an irrigation pipe under the Onda Park drainage swale, as more particularly described in the Contractor’s Estimate attached hereto and incorporated herein by this reference as **Exhibit A** (hereinafter, the “**Services**”); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such Services and the District desires to enter into this Agreement with Contractor for the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES.

- A.** The duties, obligations, and responsibilities of Contractor are to provide the construction materials, labor and skill necessary to reroute an irrigation pipe under the Onda Park drainage swale, as more particularly described in **Exhibit A** and

herein. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary to reroute the pipe and restore the property thereafter. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure successful completion. Contractor shall report directly to the District Manager or his designee.
- C.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repair of any damage resulting from Contractor's activities within twenty-four (24) hours. Contractor shall ensure that all equipment is operated only by individuals holding the proper licenses for such operation.
- D.** Contractor shall perform the Services in a neat and workmanlike manner. In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately require such reasonable correction to ensure accurate completion of the Services and/or terminate this Agreement and will only be responsible for payment of Services satisfactorily completed.
- E.** This Agreement grants to Contractor the right to enter District lands which are subject to and necessary to complete the Services contemplated by this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- F.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** As compensation for the Services described in this Agreement, the District agrees to pay Contractor a total amount not to exceed **Two Thousand, Four Hundred Dollars (\$2,400.00)**, to be invoiced upon final completion and acceptance of the Services by the District. All invoices are due and payable in accordance with

Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.

- B. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. DATE OF COMMENCEMENT. Contractor shall commence the Services as expeditiously as possible, provided however that such commencement date may be adjusted in writing to address any delays caused by the District or otherwise agreed to in writing by the Parties.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 6. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services, including specifically all construction and installation services contemplated and/or provided hereunder, and all materials shall be of good quality and free from faults and defects. Contractor hereby warrants all materials, services and workmanship for two years, or as long as Contractor is engaged to the District for landscape or irrigation maintenance services, whichever is longer, and agrees to assign any and all of the materials and manufacturers' warranties to the District. Neither final acceptance of the Services, nor final payment therefore, nor any provisions of this Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services provided under

this Agreement are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the District and to correct and pay for any other damage resulting therefrom to the District property or the property of landowner's within the District such that the District receives the maximum benefit of the completed Services contemplated by this Agreement.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District.

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, professional staff and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 8. INDEMNIFICATION.

- A.** In consideration for the Services provided for hereunder and the compensation paid, Contractor shall indemnify, defend, and hold harmless the District and its supervisors, officers, staff, employees, representatives, and agents against any

claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed thereunder. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against Contractor.

- 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, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

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SECTION 12. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation

other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 13. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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A. If to the District: Sweetwater Creek CDD
c/o Governmental Management Services, LLC
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

B. If to the Contractor: Duval Landscape Maintenance, LLC
7011 Business Park Boulevard, N
Jacksonville, FL 32256
Attn: Robin S. Bullock

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 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 in this Agreement.

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SECTION 26. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.091, *Florida Statutes*. If Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly

violated Section 448.095, *Florida Statutes*, but Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:

Ron Cervelli

77008D09A185429

Chair, Board of Supervisors

**DUVAL LANDSCAPE
MAINTENANCE, LLC**, a Florida limited
liability company

DocuSigned by:

Michael Wooldridge

CBE9561BF7A24DE

By: Michael Wooldridge

Its: Branch Manager

Exhibit A: Contractor's Estimate

EXHIBIT A
Contractor's Estimate



October 03, 2023
 28762

Contract No. -

Sweetwater Creek CDD

Reroute pipe under swell. This is a not to exceed estimate. With construction the machinery can break more than what is anticipated

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Pipe	200.00	\$1.50	\$300.00
Misc Irrigation Supplies	500.00	\$1.00	\$500.00
Irrigation Labor	16.00	\$100.00	\$1,600.00
			\$2,400.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$2,400.00
		\$0.00 \$2,400.00

Sale	\$2,400.00
Sales Tax	\$0.00
Total	\$2,400.00

4.

**AGREEMENT BY AND BETWEEN THE SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT AND RIVERSIDE MANAGEMENT SERVICES, INC.
FOR POOL MAINTENANCE SERVICES**

THIS AGREEMENT (the “**Agreement**”) is made and entered into effective October 9, 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, having offices at 9655 Florida Mining Blvd. West, Building 300, Suite 305, Jacksonville, Florida 32257 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by ordinance adopted by the Board of County Commissioners of St. Johns County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain community infrastructure, including among other things, a recreation facility inclusive of pool amenities (the “**Facilities**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pool and related maintenance services for the Facilities; and

WHEREAS, the Contractor represents that it is qualified, licensed and insured to provide pool maintenance services and has agreed to provide to the District those services identified in Contractor’s proposal attached hereto as **Exhibit A** and in compliance with the terms and conditions of this Agreement (the “**Services**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

2. DESCRIPTION OF WORK AND SERVICES. The Contractor agrees to provide the Services to the Facilities according to the schedule described in **Exhibit A**.

A. Contractor agrees to apply chemicals necessary to maintain proper chemical balance of the waters held in the Facilities to ensure compliance with St. Johns County Health Department regulations, which chemicals may include but not be limited to liquid chlorine (sodium hypochlorate), non-fuming pool acid, bi-carb, shock and shock-totes, calcium chlorite, cyanurics, CYA (stabilizer) and filter powder ("**Chemicals**"). All chemicals shall be purchased by the District. The Contractor shall not invoice the District for chemicals without prior authorization.

B. Contractor shall skim the pool surface, brush areas as needed but at least two times a week, vacuum the pool floor as required, and conduct backwashing of filters and cleaning of filters at least once per week or more as needed to maintain water clarity. Contractor shall clear the pool deck of debris as needed and shall clean the pool tiles surrounding the perimeter of the pool once per week.

C. The Parties agree that Contractor shall independently test the water chemistry of the Facilities and shall keep an accurate and up-to-date written log of such tests during the term of this Agreement and for two (2) years thereafter. In the event that such tests reveal that proper water chemistry is not being maintained, Contractor shall promptly notify the District of the same, and Contractor will add chemicals to the Facilities as necessary to maintain proper water chemistry therein. All responsibility for maintenance of the Chemicals in the Facilities shall accrue to and be the responsibility of Contractor. The pool chemistry shall be maintained at 7.2-7.8 PH and 2-3 PPM for chlorine.

D. Contractor shall not be liable for default in the performance or discharge of its duty to deliver Chemicals under this Agreement to the extent caused by Acts of God, civil or military authority, public enemy, fire, floods, winds, storms, labor disorders, strikes, work stoppages or other labor trouble, accidents riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Contractor's reasonable control.

E. Should the District desire that Contractor provide additional work or services, such additional work or services shall be fully performed by Contractor only after prior approval of the same by a written work authorization. Contractor agrees that the District shall not be liable for the payment of any additional work or services unless the District first authorizes Contractor to perform such additional work or services through an authorized and fully executed written work authorization. Nothing herein shall be construed to require the District to use Contractor for any such additional work or services, and the District reserves the right to retain a different contractor to perform any additional work or services.

F. To the extent that the terms of this Agreement conflict with any provisions of **Exhibit A**, this Agreement shall control.

3. COMPENSATION AND TERM.

A. The District agrees to compensate Contractor **One Thousand Five Hundred Sixty Dollars (\$1,560.00)** per month for three (3) days a week, year-round maintenance in accordance with the provisions here.

B. Upon written authorization from the District, the District may elect to increase the number of days of service (five (5) days Summer, two (2) days Winter) in accordance with the specifications set forth herein and agrees to compensate Contractor **Two Thousand Forty Dollars (\$2,040.00)** per month. Additional services shall be performed only upon written authorization from the District and shall be billed at the rates set forth at **Exhibit A**, if applicable and only upon written authorization by the District.

C. The District shall provide payment within thirty (30) days of receipt of invoices. All payments and invoices shall be in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.

D. This Agreement shall commence on **October 9, 2023**, and continue through September 30, 2024, and shall automatically renew annually on October 1 of each succeeding year unless terminated consistent with the provisions of this Agreement on the same terms and conditions set forth herein unless amended by written agreement.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Services as specified in this Agreement or any work authorization (see Section 2 herein) issued in connection with this Agreement. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In conducting the Services, Contractor shall use all due care to protect against any harm to persons or property. If Contractor's acts or omissions result in any damage to property within the District, Contractor shall immediately notify the District and repair or replace all damaged property to the satisfaction of the District.

5. INSURANCE.

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

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

(2) Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its officers, supervisors, staff and employees shall be named as additional insureds. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

6. INDEMNIFICATION.

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, fines, 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, all as actually incurred.

7. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

8. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

9. 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 in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

12. TERMINATION. The District agrees that Contractor may terminate this Agreement by providing sixty (60) days written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District

shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately with cause or thirty (30) days without cause by providing written notice of termination to Contractor. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor including failure to perform services set forth hereunder.

13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor. Failure of Contractor to have obtained the necessary permits and licenses to perform under this Agreement shall constitute a default and this Agreement shall terminate immediately.

14. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

17. ENFORCEMENT OF AGREEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially 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.

18. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

19. AMENDMENTS. 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 the District and Contractor.

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

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

A. If to the District: Sweetwater Creek CDD
c/o Governmental Management Services,
LLC
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

B. If to the Contractor: Riverside Management Services, Inc.,
2400 E. Commercial Boulevard, Suite 820
Fort Lauderdale, Florida 33308
Attn: Kurt Zimmerman

With a copy to: Riverside Management Services, Inc.,
9655 Florida Mining Boulevard West
Building 300, Suite 305
Jacksonville, Florida 32257
Attn: Darrin Mossing, President

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.

22. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to 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

other than the District and Contractor 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.

23. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for St. Johns County, Florida.

24. 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, 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 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, HOWARD MCGAFFNEY, C/O GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, (904) 940-5850, HMCGAFFNEY@GMSNF.COM.

25. 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.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

27. 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.


28. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

29. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, 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. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

30. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

DocuSigned by:

77008D09A185429...

Chair, Board of Supervisors

**RIVERSIDE MANAGEMENT
SERVICES, INC.**

DocuSigned by:

3CA8CBD20A734F6...

By: Darrin Mossing

Its: President

Exhibit A: Proposal

Exhibit A**RIVERSIDE MANAGEMENT SERVICES, INC.**9655 Florida Mining Boulevard West – Building 300 – Suite 305 – Jacksonville, Florida - 32257September 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>	<u>FY 2024 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

+

FOURTH 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: 105

(B) Name and address of Payee: Poly-Wood LLC
1000 Pollywood Way
Syracuse IN 46567

(C) Amount Payable: \$7,420.00

(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 # 873994 Vineyard Dining Arm chairs and 48" Round Dining Tables

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

The undersigned hereby certifies that:

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

OR

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

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

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

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

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By:  _____
Authorized Officer

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

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

Consulting Engineer



INVOICE

POLYWOOD
1000 POLYWOOD Way
Syracuse, IN, 46567
Phone: (574) 457-3284
Web: <https://www.polywood.com/>

Invoice No.:	MA0000000304392
Invoice Date:	9/28/2023
Order Date:	9/28/2023
Customer ID:	DIRECT
Currency:	USD

BILL TO:	SHIP TO:
Erin Gunia 475 W Tower Pl Ste 114 St Augustine FL 32092 United States of America	Erin Gunia 1865 N LOOP PKWY SAINT AUGUSTINE FL 32095-6842 United States of America Attn: Sweetwater Creek CDD

CUSTOMER P.O. NO.	TERMS	CONTACT
000873994	Prepaid	
FOB POINT	SHIPPING TERMS	SHIP VIA
	Free shipping	Freight Free

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	VND230MA: Vineyard Dining Arm Chair in Mahogany	8.000000	EA	299.000000	2,392.00
2	VND130MA: Vineyard Dining Side Chair in Mahogany	8.000000	EA	259.000000	2,072.00
3	RT448-L1MA: Nautical Trestle 48" Round Dining Table in Mahogany	4.000000	EA	739.000000	2,956.00

NOTE: Order Comments: Our check will be approved on Thursday, October 5th.

EMAILED AGAIN FOR PAYMENT 10/16

Total Weight (POUND):	880	Sales Total:	7,420.00
Total Volume (IN):	0	Freight & Misc.:	0.00
		Less Discount:	0.00
		Tax Total:	0.00
		Total (USD):	7,420.00

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2019

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

(A) Requisition Number: 106

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

(C) Amount Payable: \$375.00

(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 # 7759 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

INVOICE

Invoice # 7759
Date: 10/09/2023
Due On: 11/08/2023

SWTCDD-05

SWEETWATER CREEK CDD - 2019 PROJECT CONSTRUCTION

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	JK	09/12/2023	Review/edit parking lot agreement and transmit to District Management for execution.	0.60	\$310.00	\$186.00
Service	RVW	09/18/2023	Confer with FWC officer regarding status of boat removal and confer with Kilinski regarding same.	0.30	\$365.00	\$109.50
Service	GK	09/19/2023	Review Notices to Owner, confer with District Manager regarding the same.	0.30	\$265.00	\$79.50
Total						\$375.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7759	11/08/2023	\$375.00	\$0.00	\$375.00
Outstanding Balance				\$375.00
Total Amount Outstanding				\$375.00

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

Please pay within 30 days.

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

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

(A) Requisition Number: 107

(B) Name and address of Payee: American Electrical Contracting Inc
9016 Philips Highway
Jacksonville FL 32256

Wire instructions:

Bank	Ameris Bank
	10611 Deerwood Blvd
	Jacksonville FL 32256
	accounting@american-electrical.com
	Bank Routing # 061201754
	Bank Account # 3012005793

(C) Amount Payable: \$24,485.00

(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 Electrical Lighting Install Invoice #W61855.

(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



AMERICAN ELECTRICAL Contracting, Inc.

9016 Philips Highway | Jacksonville, FL 32256 | Office (904) 737-7770 | Fax (904) 737-1099

SOLD TO Sweetwater Creek CDD 1865 N Loop Pkwy St.Augustine,FL 32095 Att: John Smith	INVOICE Invoice Number: W61855 Invoice Date: Sep 15/23 Terms: Customer Code: 1865NLOOPP Reference: RP Customer Order: Work Order #: 00063074 Work Order Type: T&M Job Location: Sweetwater Creek CDD Called By: Mr.Smith Starting Date: Sep 12/23 Completion Date: Sep 15/23
JOB LOCATION Sweetwater Creek CDD 1865 N Loop Pkwy St.Augustine,FL 32095 770-841-4800	

Description	Qty	Price	Total
Work Performed Pickleball Lighting: 1. Provide and install (6) new 24in overall length, 20in mounting height direct burial fiberglass poles per diagram provided by customer. Provide and install new wiring inside poles for new lighting fixtures. 2. Provide and install (8) new 600w LED 5000K 120-277v 84,000 lumen light fixtures and slip fitter brackets and (2) two-fixture 180-degree pole topper brackets on new poles. 3. All wiring, conduit, circuits and control devices to supply electrical to poles to be FURNISHED AND INSTALLED BY OWNER. 4. All trenching to be backfilled, no additional landscape replenishment included. 5. All new fixtures to be 120-277v. 6. No new lighting circuits included. 7. Bucket truck included. 8. Work to be completed during normal business hours, Monday-Friday. 9. American Electrical Contracting assumes no liability for access to private property. TOTAL QUOTATION: \$24,485.00			



AMERICAN ELECTRICAL

Contracting, Inc.

9016 Philips Highway | Jacksonville, FL 32256 | Office (904) 737-7770 | Fax (904) 737-1099

SOLD TO

Sweetwater Creek CDD
1865 N Loop Pkwy
St. Augustine, FL
32095
Att: John Smith

JOB LOCATION

Sweetwater Creek CDD
1865 N Loop Pkwy
St. Augustine, FL 32095
770-841-4800

INVOICE

Invoice Number: W61855
Invoice Date: Sep 15/23
Terms:
Customer Code: 1865NLOOPP
Reference: RP
Customer Order:
Work Order #: 00063074
Work Order Type: T&M
Job Location: Sweetwater Creek CDD
Called By: Mr. Smith
Starting Date: Sep 12/23
Completion Date: Sep 15/23

Make Payments online at: www.american-electrical.com/payonline/invoice-payment

Total Invoice

24,485.00

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

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

- (A) Requisition Number: 108
- (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: \$72,718.00
- (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 2304-5.
- (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

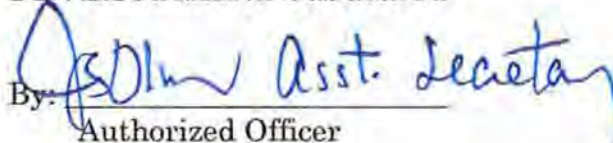
☐ this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid.

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:  Asst. Secretary
Authorized Officer

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

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

Consulting Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF THREE

PAGES

TO OWNER: Sweetwater Creek Community Develop PROJECT:

C/O Scott Lockwood
England-Thims & MillerPalencia Pickleball Courts
1879 N. Loop Parkway
St. Augustine, FL 32095

APPLICATION NO: 2304 5

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR

PERIOD TO: 10/15/2023

FROM CONTRACTOR:

Hoffman Commercial Constructon, LLC
6919 Distribution Ave S - Unit #5
Jacksonville, FL 32256

ARCHITECT: England-Thims & Miller, Inc.

14775 Old St. Augustine Rd.
Jacksonville, FL

CONTRACT FOR: Construction

CONTRACT DATE: 6/9/2023

CONTRACTOR'S APPLICATION FOR PAYMENTApplication 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	\$	13,737
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	465,737
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	439,901
5. RETAINAGE:		
a. 5% % of Completed Work (Column D + E on G703)	\$	21,995
b. 5% % of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	21,995
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	417,906
8. CURRENT PAYMENT DUE	\$	345,188
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	72,718
	\$	47,831

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:

6/16/23
#####

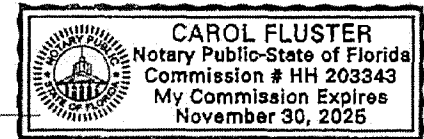
State of: Florida

County of: Duval

Subscribed and sworn to before me

Notary Public

My Commission expires:

Carol Fluster
11/30/2025**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED \$

\$72,718.00

(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:

D. Sims 999

Date:

10/26/2023

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 8,512	\$ -
Total approved this Month	\$ 5,225	\$ -
TOTALS	\$ 13,737	\$ -
NET CHANGES by Change Order	\$ 13,737	

SOV
Palencia Pickleball Courts
Schedule of Values

2304 5
10/15/2023

DESCRIPTION	SCHEDULE OF VALUES	PREVIOUS APPL	WORK IN PLACE	STORED MATERIAL	TOTAL COMPLETED TO DATE	%	BALANCE TO FINISH
1 GENERAL CONDITIONS	\$ 35,520	26,640	6,394	0	33,034	93%	2,486
2 GENERAL REQUIREMENTS-DUMPSTER, E	\$ 12,600	9,450	2,268	0	11,718	93%	882
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	98,005	14,989	0	112,994	98%	2,306
12 SEED AND MULCH	\$ 2,000	0	0	0	0	0%	2,000
13 FENCING	\$ 32,500	4,875	26,000	0	30,875	95%	1,625
14 SOUND FENCING	\$ 2,680	0	0	0	0	0%	2,680
16 CONCRETE SIDEWALKS AND FOUNDATIC	\$ 11,500	7,475	4,025	0	11,500	100%	0
17 IRRIGATION REPAIRS	\$ 800	800	0	0	800	100%	0
18 COURT SHADE STRUCTURE	\$ 14,400	7,200	5,040	0	12,240	85%	2,160
20 PLUMBING	\$ 2,900	2,900	0	0	2,900	100%	0
21 ELECTRICAL	\$ 15,000	11,250	3,000	0	14,250	95%	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	4,256	0	4,256	50%	4,256
25 CO #2 ELEC AND TIMER FOR FANS	\$ 2,150	0	2,150	0	2,150	100%	0
26 CO #3 ACCESS CONTROL WIRE, POWER TC	\$ 3,075	0	1,538	0	1,538	50%	1,537
27 P&P BOND	\$ 7,600	7,600	0	0	7,600	100%	0
28 HCC FEE AND OVERHEAD	\$ 45,900	36,261	6,885	0	43,146	94%	2,754
TOTAL	\$ 465,737	363,356	76,545	0	439,901	94%	25,836

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

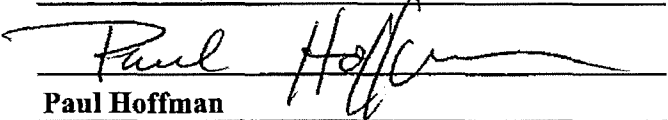
The undersigned lienor, in consideration of the progress payment in the amount of \$ 72,718 and conditioned upon payment of check number _____ issued to the undersigned by Sweetwater Creek CDD in said amount, waives and releases its lien right to claim a lien for labor, services, or materials furnished 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:

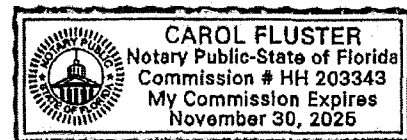
Dated On: 10/15/2023

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 10/14/2023
BY: Paul Hoffman
(☒) WHO IS PERSONALLY KNOWN TO ME OR
(☐) WHO HAS PRODUCED _____ AS IDENTIFICATION AND
WHO (☐) DID (☒) DID NOT TAKE AN OATH.

Carol Fluster
NOTARY PUBLIC
Carol Fluster
Notary Name Typed or Printed

HH203343
COMMISSION NO.



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

PARTIAL WAIVER AND RELEASE

The undersigned lienor, in consideration of the sum of \$ 9,889.20 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 September 30, 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.

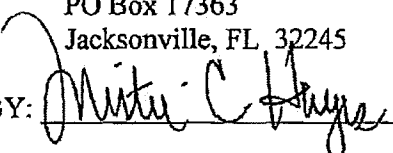
DATED on October 18, 2023

Lienors Name: 4K Construction, Inc.

PO Box 17363

Jacksonville, FL 32245

BY:



Mistie C Hayes, Sec of Corp.

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

Radiant
→

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
Susan R. Johnson
Vice President

State of FLORIDA
County of DUVAL

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

[Signature]
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 9/25/2023 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.

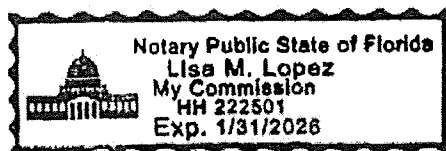
Dated: 10/18/2023

By: _____ (Seal)
Danny Chipp, Regional Credit Manager
Sunbelt Rentals, Inc.
CRFS# 12506206 Waiver# 1414888 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 OCTOBER 2023, 20__, 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: D Walker

Final

Unconditional Waiver and Release of Lien Upon Final Payment

The undersigned lienor, in consideration of the final payment in the amount of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to 4K CONSTRUCTION INC, on the job of SWEETWATER CREEK CDD, Sweetwater Creek CDD, to the following described property:

PALENCIA PICKLEBALL COURT
1865 NORTH LOOP PKWY
SAINT AUGUSTINE, Florida 32095

August 29, 2023

Sharlyn Saragoza

☒ e-Signature ID: 33C5459

Ferguson Enterprises, LLC dba Ferguson Waterworks
801 Thorpe Rd
Orlando, Florida, 32824-8016
Signed by: Sharlyn Saragoza
Agent

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: 109

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

(C) Amount Payable: \$106.00

(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 # 7975 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	10/30/2023	Review Notice to Owner from Capital Concrete and Masonry Solutions; prepare response to the same.	0.40	\$265.00	\$106.00
Total						\$106.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7975	12/10/2023	\$106.00	\$0.00	\$106.00
Outstanding Balance				\$106.00
Total Amount Outstanding				\$106.00

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

Please pay within 30 days.

2.

**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.

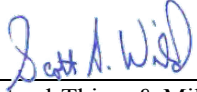
**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2023***

<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

WORK AUTHORIZATION #14

November 27, 2023

Sweetwater Creek Community Development District
St. Johns County, Florida

Subject: **Work Authorization #14**
Sweetwater Creek Community Development District

Dear Chairman, Board of Supervisors:

England-Thims & Miller, Inc. ("**Engineer**"), is pleased to submit this work authorization to provide engineering services pursuant to our current agreement dated August 24, 2006 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District's projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate the Engineer pursuant to the hourly rate schedule at **Exhibit A** attached hereto and in accordance with the terms of the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign where indicated, and return one complete copy to our office.

APPROVED AND ACCEPTED

Sincerely,

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

ENGLAND-THIMS & MILLER, INC.

Chairman, Board of Supervisors

Scott Lockwood, P.E.

Exhibit A

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.

3.

October 19, 2023

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

Re: **Sweetwater Creek Community Development District**
Resignation of District Engineer

E 05-10-22

Dear Mr. McGaffney:

It has truly been a pleasure serving as District Engineer for the Sweetwater Creek Community Development District since its establishment. I have enjoyed seeing it grow to the wonderful community that it is today. Unfortunately, due to demands on our time, we hereby inform you that we must relinquish our position as District Engineer. Please accept this letter as ETM's notice of resignation as District Engineer, effective 60 days from the next meeting. It has been a pleasure working with you, the Board of Supervisors, and the rest of the District staff. We will be happy to work with our successor to provide a smooth transition.

Feel free to contact me with any questions.

Sincerely,

Scott Jordan Lockwood, P.E.
Senior Project Manager, Shareholder
District Engineer



B.



**DUVAL
LANDSCAPE
MAINTENANCE, LLC**

With

**Sweetwater Creek
Community Development
District**

**Monthly Reporting
November 2023**



DUVAL LANDSCAPE MAINTENANCE, LLC

Monthly Reporting November 2023

In Progress:

1. Final 2023 flower rotation scheduled for December 5, 2023.
2. Pine straw replenishment for the community.

Completed:

1. Sod repairs throughout the community completed.
2. September/October Checklist for Common Areas completed.
3. Flower replacement on Corners of Pantano Vista Way and Rio Del Norte at no charge to the community on November 2, 2023.
4. Completed the reducing of the size of the grasses along Ensenada sidewalk at no charge to the community on November 2, 2023.
5. Trees at Fitness Center on Pool Deck trimmed at no charge to the community on November 9, 2023.

Upcoming:

1. Trimming of all grasses throughout the community (starting in December).

Proposals:

The below proposals were drawn up during our meeting with Mr. Cervelli as the start of our possible long term enhancement project.

1. Isle of Palencia Monument Sign Renovation - Opp Number 29294.
2. Right Corner of Pantano Vista Way - Opp Number 29301.
3. Left Corner of Pantano Vista Way - Opp Number 29298.
4. Amenity/Fitness Center Fountain Bed Add Blue Daze - Opp Number 29028

Attachments:

1. Irrigation Summary Report and Irrigation Wet Check Reports for October 2023.

Thank you,

YOUR DUVAL TEAM

Mary Marchiano
Account Manager

Michael Wooldridge
Branch Manager

Joshua Boucher
Irrigation Manager

Torre Dunham
Fertilization Manager



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

PROPOSAL

Date	Proposal No.
11/10/23	29294

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

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

Isle of Palencia Monument Sign Renovation Project:

Remove all planting from current bed. Keep two trees in place.

Add sod to area to reduce the size of the bed.

On corners of sign add Muhly Grasses, in front of the sign add Flax Lilies and in front of the lilies add Blue Daze.

Add fresh pine straw.

Check irrigation for new plantings and make modifications.

Clean up entire area.

Current Flax Lilies in bed to be transplanted in another bed within the community.

Note 1: By adding the blue daze, this will provide the area with some color without having to plant annual flowers.

Note 2: Reducing the size of this bed will reduce the amount of pine straw needed in the future.

DESCRIPTION	QTY	EXT PRICE
Isle of Palencia Monument Sign Renovation Project		
Enhancement/Extra Services		
Enhancement Labor		\$514.35
St Augustine Sod Pallet - Sod installed - pallet	1.00	\$902.09
Pink Muhly - 3 gal installed	6.00	\$131.79
Variegated Flax Lily - 3 gal installed	11.00	\$249.78
Blue Daze - 1 gal installed	18.00	\$272.16

Pinestraw - Installed - bales	20.00	\$357.12
Irrigation Service/Repairs		
Irrigation Labor		\$803.22

Total:	\$3,230.51
---------------	-------------------

By _____
Mary Marchiano

Date 11/10/2023
Duval Landscape Maintenance

By _____

Date _____
Sweetwater Creek CDD





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

PROPOSAL

Date	Proposal No.
11/10/23	29301

CUSTOMER

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

PROPERTY

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

Right Corner of Pantano Vista Way and Rio Del Norte:

Remove all existing plant matter in current bed.

Prep area to add pallet of sod.

Establish tree ring around Magnolia Tree.

Limb up Magnolia Tree.

Add Blue Daze under Magnolia Tree.

Add Pine straw to tree ring.

Check irrigation for new plantings/sod and make modifications.

Clean up entire area.

Note 1: By adding the blue daze under the Magnolia Tres, this will provide color without having to plant annual flowers.

Note 2: Reducing landscaping bed sizes will also reduce the amount of pine straw needed in the future.

DESCRIPTION	QTY	EXT PRICE
Right Corner of Pantano Vista Way and Rio Del Norte		
Enhancement/Extra Services		
Enhancement Labor		\$514.35
St Augustine Sod Pallet - Sod installed - pallet	1.00	\$902.09
Blue Daze - 1 gal installed	9.00	\$136.07
Pinestraw - Installed - bales	2.00	\$35.73
Irrigation Service/Repairs		
Irrigation Labor		\$803.22

Total:	\$2,391.46
---------------	-------------------

By _____

Mary Marchiano

Date 11/10/2023

Duval Landscape Maintenance

By _____

Date

Sweetwater Creek CDD





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

PROPOSAL

Date	Proposal No.
11/10/23	29298

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

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

Left Corner of Pantano Vista Way and Rio Del Norte:

Prep areas to add a pallet of sod to areas that currently have no planting material.

Establish tree rings around (3) Magnolia Trees.

Limb up (3) Magnolia Trees.

Add Blue Daze under the (3) Magnolia Trees.

Check irrigation for new plantings and make modifications.

Clean up entire area.

Note 1: By adding the blue daze under the Magnolia trees, this will provide colors without having to plant annual flowers.

Note 2: Reducing landscaping bed sizes will also reduce the amount of pine straw needed in the future.

DESCRIPTION	QTY	EXT PRICE
Left Corner of Pantano Vista Way and Rio Del Norte		
Enhancement/Extra Services		
Enhancement Labor		\$514.35
St Augustine Sod Pallet - Sod Installed - pallet	1.00	\$902.09
Blue Daze - 1 gal installed	27.00	\$408.20

Pinestraw - Installed - bales	6.00	\$107.14
Irrigation Service/Repairs		
Irrigation Labor		\$803.22

Total:	\$2,735.00
---------------	-------------------

By _____
 Mary Marchiano

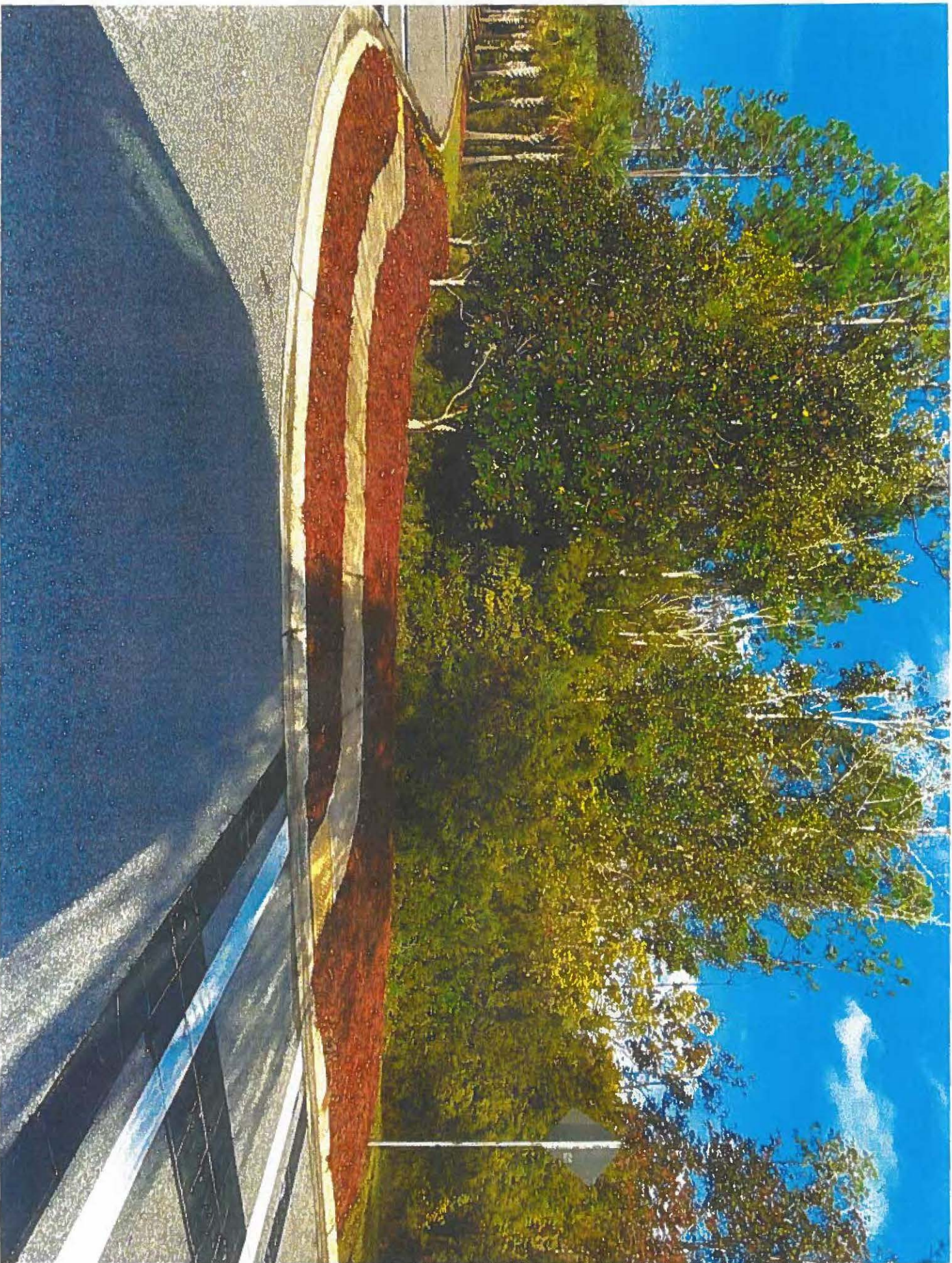
Date 11/10/2023

 Duval Landscape Maintenance

By _____

Date _____

 Sweetwater Creek CDD





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

PROPOSAL

Date	Proposal No.
10/23/23	29028

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

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

Existing rose bushes to be removed by others.

Addition of blue daze in Fountain Bed at Fitness/Amenity Center.

Addition of new pine straw.

DESCRIPTION	QTY	EXT PRICE
Amenity/Fitness Center Fountain Bed Add Blue Daze		
Enhancement/Extra Services		
Blue Daze - 1 gal installed	80.00	\$1,209.70
Pine straw Bales	6.00	\$70.30

Total:	\$1,280.00
---------------	-------------------

By _____

Mary Marchiano

Date 10/23/2023

Duval Landscape Maintenance

By _____

Date

Sweetwater Creek CDD



DUVAL LANDSCAPE MAINTENANCE, LLC
7011 Business Park Blvd N
Jacksonville, FL 32256
(904) 900-1127



Irrigation Summary Report October 2023

- Repaired back flow on barbella controller.
- Fixed 2 stuck zones on Las Calinas front gate controller.
- Mainline is leaking at Amenity/Fitness Center and needs to be repaired.
- All other controllers were checked in October.
- Times are changing in November to once a week.
- Onda Soccerfield pump is running but will need parts. Proposal to come soon.
After repair we will need to look at mainline and lateral lines.

Thank you,

Joshua Boucher



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater						
Location	Lake bank		Location			Location	Brasilia + Glorieta Drive						
Type	RB		Size			Technician	Preston						
Rain Guage	Y	N	Source	Meter	Well	Date	10/23/2023						
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							1				1	x				Left corner of brasilia	
2	s	x	x	x											x				Btw curb and sidewalk lft brasilia	
3	r	x	x												x				Back curb left of brasilia	
4	s	x	x												x				Right corner of brasilia	
5	r	x	x												x				Back of sidewalk right side	
6	s	x	x												x				Btw curb and sidewalk Right	
7	r	x	x												x				Back of sidewalk right side	



Duval Landscape
MAINTENANCE



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater		
Location	Right of circle		Location	Right of circle		Location	Right of round about		
Type	RB		Size			Technician	Steve		
Rain Guage	Y	N	Source	Meter	Well	Date	10/23/2023		
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										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			1								x					Back sidewalk right of enrede	
16	s	x	x			1								x					Between curb and walk b4 enrede	
17	r	x	x			1								x					Between enrede and medio	
18	s	x	x			1								x					Left of enrede	
19	s	x	x			1								x					Right of medio on corner	
20	s	x	x											x					Left of park entry	
21	s	x	x											x					Left side along Endenada	
22	s	x	x											x					Back sidewalk on Ensdenada	
23	s	x	x											x					Left side along Endenada	
24	s	x	x											x					Left side along Endenada	

25	s	x	x												1	x				Back sidewalk on Ensdenada
26	s	x	x												2	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													x				back sidewalk before round about
30	s	x	x													x				Before round about
31	s	x	x													x				Right of round about



Duval Landscape
MAINTENANCE



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater						
Location	Lft Round		Location	Left of roundabout		Location	Left of roundabout						
Type	RB		Size			Technician	Steve						
Rain Guage	Y	N	Source	Meter	Well	Date	10/23/2023						
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							1				1	x				Right of endrede	
2	r	x	x	x											x				Right of endrede back sidewalk	
3	s	x	x							1				1	x				Middle btw endred + Roundabout	
4	r	x	x												x				Back of sidewalk left roundabout	
5	s	x	x												x				Btw curb and sidewalk Left	
6	s	x	x												x				Left of the roundabout	



Duval Landscape
MAINTENANCE



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater		
Location	Right lake		Location	Right lake		Location	Middle lift station		
Type	RB		Size			Technician	Preston		
Rain Gauge	Y	N	Source	Meter	Well	Date	10/23/2023		
Power on	Y	N				Program	A	B	C
General Information			Backflow			Start Times	10:00 PM	10:00 PM	12:00 PM
Valve Type			PRV	Y	N	Run Times	5H	7H	1H
Coverage	Good		MV	Y	N	Days of Week	S	M	T W Th F S

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

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



Duval Landscape
MAINTENANCE



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name		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		10/23/2023	
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						2				2	x				Both sides at stop sign
4	r	x	x	x											x				Right side back of sidewalk
5	r	x	x												x				Island at mailboxes



Duval Landscape MAINTENANCE

Irrigation Technical Inspection Report

Irrigation Controller			Point of Connection			Site Name	SweetWater		
Location	Right corner		Location	Right corner		Location	Rincon dr and ensenada		
Type	RB		Size			Technician	Steve		
Rain Guage	Y	N	Source	Meter	Well	Date	10/19/2023		
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							1				1	x				Right of rincon
3	s	x	x											x					Around controller
4	s	x	x											x					BTW curb and sidewalk left side
5	s	x	x											x					Right side ensanada 1/2 way
6	s	x	x											x					Right side ensanada 3/4 way
7	s	x	x											x					Right side ensanada end
8	s	x	x	x										x					Ensanada/ Rincon right side flowers
9	s	x	x	x										x					Ensanada/Rincon Left side flowers
10	s	x	x											x					Rincon 300-248
11	s	x	x											x					Rincon 238-202
12	s	x	x											x					Rincon 190*150
13	s	x	x							1				1	x				Rincon 130-88
14	s	x	x							3				5	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											1	x				Ensanada left side 1/4 way
21	s	x	x											x					Ensanada left side 1/2 way
22	s	x	x								1			3	x				Ensanada left side 3/4 way
23	s	x	x											2	x				Ensanada left side end
24	r	x	x											x					Park lift station

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



Duval Landscape
MAINTENANCE

E.

11/27/2023

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
November 27th, 2023

To: The Board of Supervisors

From: Paul Stratton
Field Operations Manager

RE: Sweetwater Creek Operations Report – November 27th, 2023

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

Completed Items



Assembled and Installed 5 Park
Benches throughout the community

Completed Items



Installed 5-4x4x12 posts to prevent trespassing ay Otero Point

Conclusion

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

pstratton@rmsnf.com

Respectfully,

Paul Stratton
Riverside Management Services



FIFTH ORDER OF BUSINESS

A.



QUOTE #207

SENT ON:

Nov 16, 2023

RECIPIENT:

Paul Stratton

1187 Las Calinas Boulevard
St. Augustine, Florida 32095
Phone: 315-726-2975

SENDER:

Yosemite

110 Cumberland Park Drive
303
St. Augustine, Florida 32095

Phone: 904-347-6483

Email: sales@yosemiteinl.com

Website: www.Yosemiteinl.com

Product/Service	Description	Qty.	Total
Irrigation	<ul style="list-style-type: none">-Install three(3) new zones for around the Pickleball court.-This will require installation of 3 zone valve, one valve box and rewire to control panel.-Bury main waterline behind Pickleball courts.-Check system for proper watering.-Reprogram control panel.-Near entry gate and AC will not need irrigation.	1	\$8,180.00

Total

\$8,180.00

Yosemite Irrigation and Landscaping Inc, appreciates the opportunity of presenting this quote and looks forward to working with you.

**All Prices includes material, labor, and haul away of all debris.

**50% of "Grand Total" must be paid prior to beginning of Project in order to cover material expenses.

**If paying with credit card, a 3.00% additional charge will be applied.

**The Quoted Price for this project is only valid for 30 Days after quote was sent.

** Any change order related to the current estimate will be charged at a rate of 'Time & Material.' Wherein Time = \$120/hr and Material = base



QUOTE #207

SENT ON:

Nov 16, 2023

Notes Continued...

rate charges by Yosemite.

Terms & conditions: Hereby, client understands that ALL projects are considered an art, catered specifically to each individual client; and that the above line items as listed, are to best describe the Labor and Material required in order to execute the project as best depicted between project manager and client. Client also understands that they are obligated to pay the total of the project based the above quoted proposal. For example, if client decides they want 2 more pallets of Sod 'supplied/delivered/installed,' in order to cover the remaining desired area, client is liable to pay remaining balance of confirmed project prior to any additional Labor and Material installed. Finally, client understands that upon approval and initial deposit payment, Yosemite upholds a strict non-refundable policy in reference to ALL projects that have begun to input Labor and Material effort and the project site.

Signature: _____ Date: _____



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

PROPOSAL

Date	Proposal No.
11/03/23	29188

CUSTOMER

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

PROPERTY

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

Installation of three new zones. Install new mainline and wires.

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Default Group			
Irrigation Service/Repairs			
Commercial zone Installation	3.00	\$1,800.00	\$5,400.00
Pipe	200.00	\$5.20	\$1,040.00
Gate Valve	1.00	\$250.00	\$250.00
Electrical Valve	3.00	\$225.00	\$675.00
Deep Square Valve Boxes	1.00	\$65.00	\$65.00
Wire (Field Red)	250.00	\$1.25	\$312.50
Wire (Common White) per foot	250.00	\$1.25	\$312.50
Irrigation Labor	64.00	\$100.00	\$6,400.00

Total:	\$12,917.16
---------------	--------------------

By

Joshua Boucher

Date 11/3/2023

Duval Landscape Maintenance

By

Date

Sweetwater Creek CDD

B.

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEERING SERVICES; RATIFYING NOTICE OF THE REQUEST FOR QUALIFICATIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of Sections 190.033 and 287.055, *Florida Statutes*, the District’s Board of Supervisors (“Board”) may contract for the services of consultants to perform planning, engineering, architectural or other professional services; and

WHEREAS, the Board desires to authorize a request for qualifications process (“RFQ”) to select a District Engineer; and

WHEREAS, the Board desires to ratify the actions of District Staff in noticing the RFQ and hereby finds such actions were in the District’s best interests.

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

SECTION 1. The Board hereby approves the distribution and issuance of the RFQ for District Engineering Services and approves the RFQ Project Manual attached hereto as **Exhibit A**, including the notice and evaluation criteria. District Staff is hereby directed to provide any responses to the Board for consideration.

SECTION 2. The District’s Board hereby ratifies the actions of District Staff in advertising the RFQ and finds such actions were in the District’s best interests and are hereby ratified and confirmed.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of November 2023.

**SWEETWATER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Chairman/Vice Chairman, Board of Supervisors

Exhibit A: RFQ Project Manual

Exhibit A

REQUEST FOR QUALIFICATIONS (“RFQ”) FOR ENGINEERING SERVICES FOR THE SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

Sweetwater Creek Community Development District (“**District**”), located in St. Johns County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District’s capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in St. Johns County, Florida; e) the geographic location of the Applicant’s headquarters and offices; and f) the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants must submit one (1) electronic copy of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on Friday, December 15, 2023, to the attention of Governmental Management Services, L.L.C., c/o Howard McGaffney, hmcgaffney@gmsnf.com, 475 West Town Place, Suite 114, St. Augustine, Florida 32092; Ph: (904) 940-5850 (“**District Manager’s Office**”).

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager’s Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager’s Office, must be filed in writing with the District Manager’s Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with

the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Howard McGaffney at hmcgaffney@gmsnf.com with e-mail copy to Jennifer Kilinski at jennifer@cddlattorneys.com.

Howard McGaffney

District Manager

**SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS**

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

C.



November 16, 2023
Sweetwater Creek CDD

Contract No. - 29481

Onda pump repair

ITEM	QTY	UNIT PRICE	TOTAL PRICE
Internal Fan and External fan VFD	1.00	\$2,500.00	\$2,500.00
.25" Oil filled Pressure gauge	1.00	\$75.00	\$75.00
Misc Irrigation Supplies	75.00	\$1.00	\$75.00
Irrigation Labor	4.00	\$175.00	\$700.00
			\$3,350.00

WORK ORDER SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Irrigation Service/Repairs	\$0.00	\$3,350.00
		\$0.00
		\$3,350.00

Sale	\$3,350.00
Sales Tax	\$0.00
Total	\$3,350.00

By _____
Joshua Boucher

Date 11/16/2023
Duval Landscape Maintenance

By _____
Sweetwater Creek CDD

D.

Sweetwater Creek CDD - Park Improvements

Project #	Proposed Project Location	Project Description	Y=Yes, N=No					Notes
			RC	CU	RL	SH	JS	
1	Fitness Center	Make improvements to existing dog park:						
		Remove Dog Park from this location and add a different amenity? (Y or N)	Y	Y	?	Y	Y	Consensus is Yes
		Add Sand Volleyball? (Y or N)	Y	N	N	Y	Y	Consensus is Yes
		Add Bocceball? (Y or N)	Y	N	N	N	Y	Consensus is No
		Other? If other, please type in description here:		Y	?		Y	See Individual Worksheet tabs for comments
2	Ensenda Park	Make improvements to existing park:						
		Add dog park to open space? (Y or N)	Y	Y	Y	N	N	Consensus is Yes
		Add shade structure over existing playground? (Y or N)	N	Y	N	N	N	Consensus is No
		Update swings and slides to existing play ground (Y or N)	Y	N	N	N	N	Consensus is No
		Other? If other, please type in description here:					Y	See Individual Worksheet tabs for comments
3	Ovala Ct.	Make improvements to Ovala Ct:						
		Leave as is with no improvements (Y or N)	Y	Y	Y	Y	Y	Consensus is Yes, leave this area as is
		Add kids swing set and/or slide (Y or N)	N	N	N	N	N	Consensus is No
		Other? If other, please type in description here:						Consensus is to leave this area as is
4	Glorietta Dr	Make improvement in open space between Glorietta Dr. and Las Calinas cal de sacs:						
		Leave as is with no improvements (Y or N)	N	N	N	Y	N	Consensus is No
		Add dog park to open space? (Y or N)	Y	N	Y	N	Y	Consensus is Yes
		Other? If other, please type in description here:		Y	Y		Y	See Individual Worksheet tabs for comments
5	Fire Access Road	Make improvement in open space down the "Fire Access Road" or around the pond:						
		Leave as is with no improvements (Y or N)	Y	N	Y	Y	Y	Consensus is yes, leave this area as is
		Add dog park to open space? (Y or N)	N	Y	Y	N	Y	Yes as an alternate to Glorietta Location
		Other? If other, please type in description here:						See Individual Worksheet tabs for comments
6	Onda Park	Make improvements to existing park:						
		Leave as is with no improvements (Y or N)	N	N	N	N	N	Consensus is No
		Add parking (Y or N)	Y	Y	N	N	Y	Consensus is Yes
		Add dog park to open space? (Y or N)	Y	Y	N	N	Y	Consensus is Yes
		Add pickleball courts? (Y or N)	N	N	N	N	N	Consensus is No
		Add basketball court? (Y or N)	Y	Y	N	Y	N	Consensus is Yes
		Add kids playground structure? (Y or N)	Y	Y	Y	Y	Y	Consensus is Yes
		Add outdoor pavillion, under roof, concrete slab, with grills, for rental space or parties? (Y or N)	N	N	N	Y	Y	Consensus is No
		Add soccer goals? (Y or N)	Y	Y	Y	Y	N	Consensus is Yes
		Add walking asphalt milling walking path around the perimeter, with benches? (Y or N)	Y	Y	N	Y	Y	Consensus is Yes
		Other? If other, please type in description here:						See Individual Worksheet tabs for comments

Sweetwater Creek CDD - Park Improvements

Project #	Proposed Project Location	Project Description	Y=Yes, N=No					Notes
			RC	CU	RL	SH	JS	
1	Fitness Center	Make improvements to existing dog park:						
		Remove Dog Park from this location and add a different amenity? (Y or N)		Y				No different amenity
		Add Sand Volleyball? (Y or N)		N				
		Add Bocceball? (Y or N)		N				
		Other? If other, please type in description here:		Y				Potential Pickleball expansion/ golf cart parking
2	Ensenda Park	Make improvements to existing park:						
		Add dog park to open space? (Y or N)		Y				For smaller dogs
		Add shade structure over existing playground? (Y or N)		Y				
		Update swings and slides to existing play ground (Y or N)		N				
		Other? If other, please type in description here:						
3	Ovala Ct.	Make improvements to Ovala Ct:						
		Leave as is with no improvements (Y or N)		Y				
		Add kids swing set and/or slide (Y or N)		N				
		Other? If other, please type in description here:		N				
4	Glorietta Dr	Make improvement in open space between Glorietta Dr. and Las Calinas cal de sacs:						
		Leave as is with no improvements (Y or N)		N				
		Add dog park to open space? (Y or N)		N				If adding one at cut through no need to have one here
		Other? If other, please type in description here:		Y				Add swing set or playset
5	Fire Access Road	Make improvement in open space down the "Fire Access Road" or around the pond:						
		Leave as is with no improvements (Y or N)		N				
		Add dog park to open space? (Y or N)		Y				
		Other? If other, please type in description here:						
6	Onda Park	Make improvements to existing park:						
		Leave as is with no improvements (Y or N)		N				
		Add parking (Y or N)		Y				2-3 spots within the round about
		Add dog park to open space? (Y or N)		Y				in the back corner
		Add pickleball courts? (Y or N)		N				No
		Add basketball court? (Y or N)		Y				Yes
		Add kids playground structure? (Y or N)		Y				Yes
		Add outdoor pavillion, under roof, concrete slab, with grills, for rental space or parties? (Y or N)		N				No
		Add soccer goals? (Y or N)		Y				Yes
		Add walking asphalt milling walking path around the perimeter, with benches? (Y or N)		Y				Potentially if done correctly
		Other? If other, please type in description here:		N				

Sweetwater Creek CDD - Park Improvements

Project #	Proposed Project Location	Project Description	Y=Yes, N=No					Notes
			RC	CU	RL	SH	JS	
1	Fitness Center	Make improvements to existing dog park:						
		Remove Dog Park from this location and add a different amenity? (Y or N)	y					
		Add Sand Volleyball? (Y or N)	y					
		Add Bocceball? (Y or N)	y					
		Other? If other, please type in description here:						
2	Ensenda Park	Make improvements to existing park:						
		Add dog park to open space? (Y or N)	y					
		Add shade structure over existing playground? (Y or N)	n					
		Update swings and slides to existing play ground (Y or N)	y					
		Other? If other, please type in description here:						
3	Ovala Ct.	Make improvements to Ovala Ct:						
		Leave as is with no improvements (Y or N)	y					
		Add kids swing set and/or slide (Y or N)	n					
		Other? If other, please type in description here:	n					
4	Glorietta Dr	Make improvement in open space between Glorietta Dr. and Las Calinas cal de sacs:						
		Leave as is with no improvements (Y or N)	n					
		Add dog park to open space? (Y or N)	y					
		Other? If other, please type in description here:						
5	Fire Access Road	Make improvement in open space down the "Fire Access Road" or around the pond:						
		Leave as is with no improvements (Y or N)	y					
		Add dog park to open space? (Y or N)	n					
		Other? If other, please type in description here:	n					
6	Onda Park	Make improvements to existing park:						
		Leave as is with no improvements (Y or N)	n					
		Add parking (Y or N)	y					
		Add dog park to open space? (Y or N)	y					
		Add pickleball courts? (Y or N)	n					
		Add basketball court? (Y or N)	y					
		Add kids playground structure? (Y or N)	y					
		Add outdoor pavillion, under roof, concrete slab, with grills, for rental space or parties? (Y or N)	n					
		Add soccer goals? (Y or N)	y					
		Add walking asphalt milling walking path around the perimeter, with benches? (Y or N)	y					
		Other? If other, please type in description here:						

Sweetwater Creek CDD - Park Improvements

Project #	Proposed Project Location	Project Description	Y=Yes, N=No					Notes
			RC	CU	RL	SH	JS	
1	Fitness Center	Make improvements to existing dog park:						
		Remove Dog Park from this location and add a different amenity? (Y or N)					Y	
		Add Sand Volleyball? (Y or N)					Y	NOT sand but outdoor court spft surfaces for volley ball
		Add Bocceball? (Y or N)					Y	
		Other? If other, please type in description here:					Y	other additiona activities in playground are beisdes pool and in courtyard beside fitness center and maybe shuffleboard
2	Ensenda Park	Make improvements to existing park:						
		Add dog park to open space? (Y or N)					N	
		Add shade structure over existing playground? (Y or N)					N	
		Update swings and slides to existing play ground (Y or N)					N	
		Other? If other, please type in description here:					Y	Anayzles land and survey to fit more stuff there
3	Ovala Ct.	Make improvements to Ovala Ct:						
		Leave as is with no improvements (Y or N)					Y	
		Add kids swing set and/or slide (Y or N)					N	
		Other? If other, please type in description here:					N	
4	Glorietta Dr	Make improvement in open space between Glorietta Dr. and Las Calinas cal de sacs:						
		Leave as is with no improvements (Y or N)					N	
		Add dog park to open space? (Y or N)					Y	
		Other? If other, please type in description here:					Y	Add play area (Swings and or activity area) workout track area etc...
5	Fire Access Road	Make improvement in open space down the "Fire Access Road" or around the pond:						
		Leave as is with no improvements (Y or N)					Y	
		Add dog park to open space? (Y or N)					Y	dog park with water, covered benches sitting area etc
		Other? If other, please type in description here:						Discuss other options
6	Onda Park	Make improvements to existing park:						
		Leave as is with no improvements (Y or N)					N	
		Add parking (Yor N)					Y	
		Add dog park to open space? (Y or N)					Y	
		Add pickleball courts? (Y or N)					N	
		Add basketball court? (Y or N)					N	
		Add kids playground structure? (Y or N)					Y	
		Add outdoor pavillion, under roof, concrete slab, with grills, for rental space or parties? (Y or N)					Y	
		Add soccer goals? (Y or N)					N	
		Add walking asphalt milling walking path around the perimeter, with benches? (Y or N)					Y	And with outdoor physical work stations on a loop
		Other? If other, please type in description here:						other ssingular quiet activities for out door excise

Sweetwater Creek CDD - Park Improvements

Project #	Proposed Project Location	Project Description	Y=Yes, N=No					Notes
			RC	CU	RL	SH	JS	
1	Fitness Center	Make improvements to existing dog park:						
		Remove Dog Park from this location and add a different amenity? (Y or N)			X			maybe
		Add Sand Volleyball? (Y or N)			N			
		Add Bocceball? (Y or N)			N			
		Other? If other, please type in description here:			?			UK AT THE MOMENT
2	Ensenda Park	Make improvements to existing park:						
		Add dog park to open space? (Y or N)			Y			
		Add shade structure over existing playground? (Y or N)			N			
		Update swings and slides to existing play ground (Y or N)			N			
		Other? If other, please type in description here:						
3	Ovala Ct.	Make improvements to Ovala Ct:						
		Leave as is with no improvements (Y or N)			Y			
		Add kids swing set and/or slide (Y or N)			N			
		Other? If other, please type in description here:						LEAVE THIS SITE ALONE!
4	Glorietta Dr	Make improvement in open space between Glorietta Dr. and Las Calinas cal de sacs:						
		Leave as is with no improvements (Y or N)			N			
		Add dog park to open space? (Y or N)			Y			
		Other? If other, please type in description here:			Y			PLAY STRUCTURE WITH SMALL SAFE MULCH AREA
5	Fire Access Road	Make improvement in open space down the "Fire Access Road" or around the pond:						
		Leave as is with no improvements (Y or N)			Y			
		Add dog park to open space? (Y or N)			?			IF NO DOG PARK AT ABOVE SECTION, THEN HERE
		Other? If other, please type in description here:						
6	Onda Park	Make improvements to existing park:						
		Leave as is with no improvements (Y or N)			N			
		Add parking (Y or N)			N			
		Add dog park to open space? (Y or N)			N			
		Add pickleball courts? (Y or N)			N			
		Add basketball court? (Y or N)			N			
		Add kids playground structure? (Y or N)			Y			
		Add outdoor pavillion, under roof, concrete slab, with grills, for rental space or parties? (Y or N)			N			
		Add soccer goals? (Y or N)			Y			
		Add walking asphalt milling walking path around the perimeter, with benches? (Y or N)			N			
		Other? If other, please type in description here:						

Sweetwater Creek CDD - Park Improvements

Project #	Proposed Project Location	Project Description	Y=Yes, N=No					Notes
			RC	CU	RL	SH	JS	
1	Fitness Center	Make improvements to existing dog park:						
		Remove Dog Park from this location and add a different amenity? (Y or N)				Y		
		Add Sand Volleyball? (Y or N)				Y		
		Add Bocceball? (Y or N)				N		
		Other? If other, please type in description here:						
2	Ensenda Park	Make improvements to existing park:						
		Add dog park to open space? (Y or N)				N		
		Add shade structure over existing playground? (Y or N)				N		
		Update swings and slides to existing play ground (Y or N)				N		
		Other? If other, please type in description here:						
3	Ovala Ct.	Make improvements to Ovala Ct:						
		Leave as is with no improvements (Y or N)				Y		
		Add kids swing set and/or slide (Y or N)				N		
		Other? If other, please type in description here:						
4	Glorietta Dr	Make improvement in open space between Glorietta Dr. and Las Calinas cal de sacs:						
		Leave as is with no improvements (Y or N)				Y		
		Add dog park to open space? (Y or N)				N		
		Other? If other, please type in description here:						
5	Fire Access Road	Make improvement in open space down the "Fire Access Road" or around the pond:						
		Leave as is with no improvements (Y or N)				Y		
		Add dog park to open space? (Y or N)				N		
		Other? If other, please type in description here:						
6	Onda Park	Make improvements to existing park:						
		Leave as is with no improvements (Y or N)				N		
		Add parking (Y or N)				N		
		Add dog park to open space? (Y or N)				N		
		Add pickleball courts? (Y or N)				N		
		Add basketball court? (Y or N)				Y		
		Add kids playground structure? (Y or N)				Y		
		Add outdoor pavillion, under roof, concrete slab, with grills, for rental space or parties? (Y or N)				Y		Canvas Roof= decreased costs
		Add soccer goals? (Y or N)				Y		
		Add walking asphalt milling walking path around the perimeter, with benches? (Y or N)				Y		
		Other? If other, please type in description here:						